

## Mobile Terms & Conditions

*In order to use the Services, you must have downloaded the App on your mobile telephone or handset and must agree to our "App and Website Terms & Conditions and Privacy Policy" as may be updated by us from time to time. The most recent version will apply and will be available on the App or our website.*

*These are the terms & conditions relating to the Services and they may be updated by us from time to time. The most recent version will apply and will be available on the App or our website.*

# 1. Eligibility:

You can subscribe for the Services if you are at least 15 years old. We may refuse to provide Services at our discretion.

# 2. How to sign-up:

2.1 You can sign up for the Services via the App, our website, or any of our offline channels such as roadshows or stores operated by ourselves or our Partners ("**Offline Channels**"). For more information on the locations of our Offline Channels, please visit our website.

2.2 You must follow the sign-up process and provide all correct information and supporting identification documentation (including but not limited to NRIC, passport and employment pass) as requested in the sign-up process. In the event of any non-submission or non-approval of identification documentation, we reserve the rights to decline your request, recall and release the mobile number you have selected.

2.3 You will need to activate your mobile number and your SIM card by verifying your identity at our App, website or any Offline Channel within 14 working days from the date of receiving your SIM card.

2.4 If you do not successfully activate your mobile number and SIM card with a valid ID within 14 working days from the date of receiving your SIM card, we reserve the right to terminate your plan/line/the Services immediately without further notice and liability. No refunds will be given to you under any circumstances.

2.5 If you wish to retain your active non-eight postpaid mobile number, you can request for Port-In Service.

2.5.1 "Port-In Service" is a service provided by eight which allows you to port-in your line from your current mobile service provider ("Donor") to an **eight** line. When you select the option to port-in, you consent to the release of your information to a third party central number port service provider and/or the Donor for the purpose of activating the Port-In Service.

2.5.2 For your Port-In Service request to be successful, you must ensure the following conditions are fulfilled: (i) the non-eight mobile line to be ported-in is an active postpaid number. Prepaid mobile lines are not supported; (ii) the non-eight mobile line is registered under the same full name and ID as the **eight** line you have registered with us

2.5.3 Upon successful completion of the Port-In Service, your existing contract with the Donor will terminate automatically.

2.5.4 If your Port-In Service request is rejected by **eight** due to any outstanding issues with the Donor, you shall resolve these outstanding issues with the Donor directly. If you fail to resolve any outstanding issues with the Donor, your Port-In Service request will be unsuccessful. However, you can continue to enjoy the Services on the new mobile number that has been allocated to you. There will be no refund of fees for any reason related to unsuccessful Port-In Service request.

### 3. Services:

3.1 The Services are provided on a pre-paid basis and based on a SIM-only plan. You can sign up a maximum of 2 lines under your name or account, or any other limit which we may impose from time-to-time. If you would like to have more than 2 lines, please refer to our FAQ.

3.2 The Services start on the day the SIM card is activated and will continue for the calendar month of activation.

3.3 The Services will be automatically renewed for successive periods of 1 calendar month each ("**renewal cycle**") unless terminated in accordance with these terms & conditions. For termination issues or queries, please refer to our FAQ.

3.4 The Services consist of a base plan and extras or optional services, if subscribed by you. We reserve the right to decline requests, cancel or amend orders at our sole and absolute discretion.

3.5 We currently offer the following plans: ("**Plan**", or "**Plans**")

\$0 Plan	\$8 Plan	\$18 Plan
88GB Local Data	188GB Local Data	388 GB Local Data
88 SMS	88 SMS	88 SMS
88 Local Mins	288 Local Mins	288 Local Mins
0 IDD Mins	288 IDD Mins	288 IDD Mins
1GB Roaming Data (APAC)	8GB Roaming Data (APAC)	8GB Roaming Data (APAC)
0GB Roaming Data (International)	1GB Roaming Data (International)	2GB Roaming Data (International)
		58GB Roaming Data (Malaysia)
Local incoming Mins and SMS - Free	Local incoming Mins and SMS - Free	Local incoming Mins and SMS - Free
Caller ID - Free	Caller ID - Free	Caller ID - Free
Volte incoming Mins – 288 minutes	Volte incoming Mins – 288 minutes	Volte incoming Mins – 288 minutes
Volte outgoing Mins to home country (Singapore) – 288 minutes	Volte outgoing Mins to home country (Singapore) – 288 minutes	Volte outgoing Mins to home country (Singapore) – 288 minutes
Volte outgoing Mins to local country (the country that you roam) – 288 minutes	Volte outgoing Mins to local country (the country that you rom) – 288 minutes	Volte outgoing Mins to local country (the country that you roam) – 288 minutes

For roaming entitlement to work, please ensure your mobile phone is volte-enabled.

### 3.6 Charging of the Plan:

3.6.1 The Plan and Service will start on the day your SIM card is activated.

3.6.2 There will be monthly recurring fees payable under the Plan

3.6.3 Payment can be made via the App, website or Offline Channels. You must select one of the payment options available at our Offline Channels/ Websites.

3.6.4 Change of Plans in the form of upgrades will take place with immediate effect. Change of Plans in the form of downgrades will take place at the start of next renewal cycle.

3.6.5 All items or amounts paid are not refundable.

3.6.6 The Plan will be renewed every month or renewal cycle unless otherwise terminated in accordance with these terms & conditions.

### 3.7 Roaming Asia Pacific ("APAC") and rest of the world ("Global") :

3.7.1 Roaming APAC and Roaming Global are part of the Base Plan entitlement.

3.7.2 The Services can only be used in selected supported destinations as may be determined by us from time to time. Below is the current list of destinations:

<b>APAC (Destinations)</b>	<b>Global (Destinations)</b>
Malaysia	Australia
Indonesia	Austria
Thailand	Bangladesh
Taiwan	Belgium
India	Brunei
Vietnam	Bulgaria
	Cambodia
	Canada
	China
	Croatia
	Cyprus
	Czech Republic
	Denmark
	Estonia
	Finland
	France
	Germany
	Gibraltar
	Greece
	Hong Kong
	Hungary
	Iceland
	India
	Indonesia
	Ireland
	Italy
	Japan

	Laos
	Latvia
	Liechtenstein
	Lithuania
	Luxembourg
	Macao
	Malaysia
	Malta
	Mongolia
	Netherland
	New Zealand
	Norway
	Pakistan
	Philippines
	Poland
	Portugal
	Puerto Rico
	Romania
	Slovakia
	Slovenia
	South Korea
	Spain
	Sri Lanka
	Sweden
	Swiss
	Taiwan
	Thailand
	Turkey
	United Kingdom
	United States
	Vietnam

The above list may be changed from time to time without notice.

3.7.4 Roaming will be activated when its first usage has been detected by our overseas roaming partner's network.

3.7.5 Roaming validity is based on the Base Plan.

3.7.6 You can select your preferred overseas network in certain supported countries that are not network-locked.

3.8 **Customer service support:** Please refer to our FAQ for information. For additional queries, please do write in to our helpdesk – [helpme@eight.com.sg](mailto:helpme@eight.com.sg) While we try to provide effective and timely customer service support, response times may take longer during peak periods.

3.8 In the course of your interaction with the members of our customer service support team, you may request for or receive quotations of prices for some of our Services. Unless otherwise stated, the prices quoted will be at the prevailing rates on the date of quotation. We seek your understanding that these quoted prices may no longer be valid at the date of subscription. If you do choose to proceed with subscription, the prevailing rates at the time of purchase will be applicable.

### 3.9 **Prices and payment**

3.9.1 Unless otherwise stated by us, all prices listed on our website are inclusive of 9% GST, which will be adjusted based on prevailing GST rates.

3.9.2 All items or fees paid are non-refundable or exchangeable for cash, kind or any service or product.

3.9.3 There will be no returns or refunds for any unused value of lost, damaged or not activated SIM cards or unused, expired, cancelled or terminated plans, including but not limited to the Base Plan.

3.9.4 Once you subscribe for and receive any of our Services, you must pay for the Services even if they are used by someone else (whether with your consent or your knowledge).

3.9.5 We will only charge you for the Services you subscribe for. Our charges are calculated based on our records or, where applicable, the records given to us by a Service Provider.

3.9.6 You are responsible for all Taxes (including GST).

3.9.7 You can pay for the Services via the available payment methods in the App, Website and our Offline Channel. Please refer to our Website for the Offline Channel

locations. Payment method and terms shall be in accordance with our Partners which shall be determined by our Partners and deemed accepted by you.

3.9.8 If we are unable to make the deduction or settlement with the relevant Offline Channels for any reason whatsoever, you will be deemed to be in breach of your payment obligations and we shall be entitled to suspend and/or terminate your line or account without notice and liability, and we will not be responsible to you for such suspension and termination.

3.9.9 While we do our best to ensure that the charges are as up to date as possible at the point of purchase, charges you incur for the Services could be included in the bill in the subsequent renewal cycle.

3.9.10 Each bill is conclusive evidence against you of the accuracy and completeness stated in it. 3.25.15 If you do not agree with any of the charges or fees, you should immediately not continue with your purchase of the Services, otherwise you shall be deemed to have accepted and agreed to these terms and conditions, including charges or fees.

3.9.11 In the event that refunds are approved and refunded to you, the processing period for refunds will take up to 14 working days. We reserve the right to determine the method of refunds.

### 3.10 Cancellation or termination

3.10.1 If you wish to cancel or terminate the Services or line to avoid a renewal purchase, you can choose to do so by not renewing your Plan. If you wish to terminate before the renewal cycle, refer to our FAQ.

3.10.2 You continue to enjoy all the Services that have been paid for in the current month up to the last day. No refunds will be given under any circumstances.

3.11 Spam Messages: With effect from 31 October 2022, in accordance with regulatory requirements, we will introduce filtering capabilities at the network level ("**In-Network Scanning**") to scan all messages sent via SMS to our subscribers, regardless of whether they originate domestically or internationally, to filter out and block SMS which contain malicious uniform resource locators (i.e. URLs) (as determined in our sole and absolute discretion). The In-Network Scanning aims to reduce the number of spam SMS received by our subscribers and will be conducted in compliance with applicable law and regulatory requirements. Except as set out in these terms and conditions, we expressly exclude all other liability we may have to you, including all liability in contract, tort, negligence, misrepresentation, strict liability or statute, arising as a result of or in connection with the In-Network Scanning.

## 4. Your responsibilities

*This clause describes your obligations to us if you wish us to provide the Services.*

### 4.1 Your relationship with us

You must:

4.1.1 provide accurate and complete information to us, and inform us immediately if there are any changes to the information you gave us;

4.1.2 pay all charges for the Services you subscribe for, even where there is any suspension, interruption or loss of the Services, and you must pay charges for any disconnection and/or re-connection of the Services (if any), whether this was caused by your request or your default;

4.1.3 comply with all applicable laws, rules and regulations, and any requirements or restrictions which we or the Service Providers may impose on the use of the Services;

4.1.4 comply with all instructions, notices or directions issued by us; and

4.1.5 take all reasonable steps to prevent fraudulent, improper or illegal use of the Services.

### 4.2 Your use of the Services:

You must be responsible for the use of the Services you subscribe for. This would include:-

4.2.1 obtaining the appropriate permission if you use the communication services or equipment of third parties to access the Services;

4.2.2 not using or allowing the Services you subscribe for to be used in any unlawful way or in a way that could give rise to civil or criminal liability. This would include:-

4.2.2.1 posting, soliciting, transmitting or disseminating Content which may be misleading, defamatory, offensive, indecent, objectionable or illegal, or which may cause annoyance, harassment or anxiety to anyone, including junk/spam mail, solicitations, or distributing mail to any party who has not given permission to be included in the distribution. Junk/spam emails do not have to be sent from your account or our Network to violate this Agreement. Emails sent by or through a third party that advertises or directs traffic or links to your account is considered sent by you. If someone alleges that you have breached any of these terms, we can require

you to give evidence that you have not including adducing evidence of a "Confirmed Opt-In" mailing list where applicable;

4.2.2.2 if relevant, forging or issuing misleading message headers to mask the originator of the message or employing any other method to disguise or mislead anyone on the source or quantity of the emails transmitted;

4.2.2.3 posting, soliciting, transmitting, disseminating, advertising or storing Content that is pornographic or contains malware such as computer viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programmes;

4.2.2.4 illegally, or without appropriate authority, accessing any part of the Services, the Network or any third party equipment, accounts, systems or networks to which you can connect through the Services (directly or indirectly), or doing anything as a precursor to such an attempt (including port, stealth, security or penetration scans or other illegitimate information gathering activity) on our servers or network or the Service Providers;

4.2.2.5 disrupting or undermining the security of the networks and systems connected to the Services, or violating the rules and regulations of such networks. This can include failing to update or accessing websites that are known to be vulnerable to malicious activity;

4.2.2.6 if relevant, collecting and/or disseminating information about others or their email addresses without their consent;

4.2.2.7 violating anyone's rights, including their intellectual property and privacy rights, or anyone's uninterrupted use of the Services or any networks, for any fraudulent, illegal or improper purposes;

4.2.2.8 reselling or providing any part or component of the Services, whether for profit or not, to third parties without our prior written consent;

4.2.2.9 advertising, transmitting, facilitating or making any Content, product or service available that may breach this Agreement;

4.2.2.10 doing anything to generate excessive Network traffic beyond what is normal and reasonable, cause congestion to the Network, or cause any disruption, interference, interruption or degradation in the Network or our Services; and

4.2.2.11 doing anything, even if it is lawful, that we decide is harmful to our customers, operations, reputation, goodwill or customer relations.

You agree that these restrictions are reasonable and necessary for the operation, management and maintenance of the Network. However, if any of the restrictions are held by a court to be invalid for any reason, but would be valid or effective if any part of its wording were deleted, you agree that the restriction shall apply to you with such deletions or amendments made so that it is valid and effective at law.

## **5 . Security**

*Your secrecy and security are important. This clause describes the actions you must take to protect the security of the Services.*

5.1 Please keep your login identification, passwords, PINs and other private information confidential. You are solely responsible for all activities that occur under your accounts, even without your consent or knowledge. If you use any login identification, password or PIN that we deem to be insecure, that would be a breach of this Agreement.

5.2 We may refuse, change or remove login identification, password(s) or PIN which we deem inappropriate or offensive.

5.3 You must take immediate action to remedy the situation if you discover or suspect that there has been any unauthorised use of your login identification, password(s) and/or PIN or that your account security has been compromised, including by immediately informing us and changing your password(s) and/or PIN.

5.4 You should change your password(s), PIN or any other security identification regularly for your security.

5.5 We are not responsible for the security of your account, and any equipment, network and systems you use to access the Services. We do not guarantee the security of any transmission you make.

## **6. Things we may have to do**

*This clause describes the actions we may take in providing the Services.*

6.1 From time to time and in order to protect and enhance our systems and Service offerings, we will need to verify the accuracy of the information you provide to us. This could include cross tabulating with external databases. You agree to such actions by us.

6.2 We also have to take appropriate actions to protect, maintain, improve and/or manage our Network and systems and to ensure smooth provision of our Services with or without notice to you. These include:-

6.2.1 carrying out maintenance and repair work to our hardware and software, that may involve interruption or suspension of some or all of our Services. We will try to restore the affected Services as quickly as we can;

6.2.2 performing searches or scans of your Content/data and system;

6.2.3 managing and controlling access to the Network, even if access is a requirement or constitutes part of the Services; and

6.2.4 managing and controlling access to certain data stored in the Network, even if it belongs to third parties or customers.

We, or our designated Affiliates, may carry out any of the above actions in any manner we consider appropriate or necessary and we will not be liable to you or any third party for any loss, damage or expense that may result from this.

6.3 We will not intentionally monitor any electronic messages sent or received by you unless required to do so by law, governmental authority or with your consent. We may, however, monitor our service electronically to determine that our Services and Network are operating satisfactorily. We will not intentionally disclose your online communications or activities, except to comply with a court order or applicable laws, or where necessary to protect us and others from harm, or for the proper operation of our Services and Network.

## **7. Content, Products and Services**

*This clause describes how you should use the Content and Products you access using our Services.*

7.1 You may access Content, products and/or services using the Services. You agree that:

7.1.1 all such Content, products or services will be the sole responsibility of the person from whom it originated, and we do not endorse or guarantee its accuracy, reliability, integrity, legality or quality;

7.1.2 we are not liable for any Content, products or services which you may access, use or acquire via the Services;

7.1.3 you are solely responsible for all Content, products or services that you transmit or make available via the Services;

7.1.4 by using the Services, you may be exposed to third party Content, products or services that may be defamatory, offensive, indecent, objectionable or illegal; and

7.1.5 we may without notice to you, remove, modify or deny access to any Content, products or services which you try to access, or which you transmit or make available via the Services, including without limitation such Content, products or services that may be or are alleged to be defamatory, offensive, indecent, objectionable or illegal or may have infringed any party's intellectual property rights. We shall not be responsible for determining the validity of any such allegations.

7.2 In addition, we will not be liable for any problems you encounter, or for any non-delivery, non-performance or defects in any goods and services you obtain from, advertisers or any third parties on our website or through the Services. We are not responsible for such advertisers or third parties.

7.3 If any Services are provided to you on a free trial basis, the full Charges for that Service shall apply after the free trial period, without notice to you. You agree that display of the applicable Charges for the Services on our website or applications will constitute notice of the Charges.

## **8. Use of Network**

*This clause describes how you may use the Network for our Services.*

### **8.1. Additional Rights**

The provisions of this Clause are in addition and without prejudice to any other rights we may have over the Network and its use, whether granted by statute or otherwise.

### **8.2 Ownership**

You agree that we are the owner of the Network at all times.

### **8.3 Access and Maintenance**

From time to time and in order to protect and enhance our Network, we will need to take appropriate actions to protect, maintain, improve and/or manage our Network. Where we can, we will give you reasonable advance notice. You agree that we have the right to conduct Network maintenance at such times and frequencies as we decide, and we are not liable to you for any disruption or interruption to the Services and/or your access to the Services which may result.

# 9. Liability

*This clause sets out our obligations to you in providing the Services.*

9.1. While we strive to give a good consumer experience, the Services are provided on an "as is" and "as available" basis. You use the Services or rely on any Content at your sole risk. To the fullest extent allowed by law, we do not give any assurances or guarantees, either express or implied, in relation to such Services or Content.

9.2 Specifically, we do not warrant:

9.2.1 that the Services, our website or our operation, maintenance and protection of the Network will not cause any harm to your equipment, software systems or Content;

9.2.2 the accuracy, reliability or quality of any Content obtained through the Services or that defects in our website will be corrected; and

9.2.3 that the Services and our website are error free, uninterrupted or available at all times.

9.3. Where you are provided with any gift or premium from us, you agree that:-

9.3.1 our maximum liability is the amount you have paid us in cash, if any, for it;

9.3.2 the redemption of the gift or premium is subject to stock availability;

9.3.3 we make no warranty as to the gift or premium and will not be responsible for any specifications, defects or non-performance in it;

9.3.4 we are not an agent of the merchant, manufacturer and/or supplier of the gift or premium, and shall not be deemed to be a seller or transferor of the gift or premium;

9.3.5 unless otherwise agreed by us in writing, any issue which you may have in respect of the gift or premium shall be resolved directly with the merchant, manufacturer and/or supplier. The gift or premium is subject to such other terms and conditions of the merchant, manufacturer and/or supplier; and

9.3.6 we reserve the right to substitute the gift or premium with any item of a similar value.

9.4 Except as set out in this Agreement, we expressly exclude all other liability we may have to you, including all liability in contract, tort, negligence, misrepresentation, strict liability or statute. This exclusion applies for our benefit and that of the Service Providers whose networks are connected to each other or to the Network, all

companies, directly or indirectly owned, wholly or partly owned or controlled by us or any of these parties, and all their officers, employees, contractors and agents or anyone else to whom we or these parties are responsible (" **the Relevant Parties**") and whether it relates to anything caused by or resulting from anything any of the Relevant Parties does or omits to do or delays in doing (even if done, omitted or delayed wilfully, recklessly or negligently), whether or not it is contemplated or authorised by any agreement you have with us.

9.5 Neither we nor any of the Relevant Parties is liable for any special, incidental, indirect, consequential or punitive damages, losses, costs or expenses, even if caused wilfully, recklessly or negligently.

9.6 Neither we nor any of the Relevant Parties is liable for any lost profits, revenue, business or anticipated savings, loss of data, loss of Content or loss of use, even if caused wilfully, recklessly or negligently.

9.7 If any of the exclusions set out in this Clause 9 does not apply, our liability will not exceed the lower of your preceding month's Charges applicable to the Services in question or \$5,000/- for any event or for any series of connected events.

9.8 The exclusions of liability above do not apply to liability for death or personal injury resulting from our negligence, or to any liability which cannot be lawfully excluded or restricted under the Unfair Contract Terms Act (Cap. 396).

## **10. Ending the Services and addressing breaches of this Agreement**

10.1 Subject to Clause 3.10, this Agreement or the Services may be terminated by either party giving 1 working day notice to the other party without assigning any reason. In the absence of any termination in accordance with this Agreement (including this clause), this Agreement or the Services shall automatically continue on a month-to-month basis, based on the same terms and conditions and based on our prevailing rates without any previously applied discounts or promotional rates. If you continue to use the Services, you will be taken to have accepted this clause and our prevailing rates. If you do not accept this clause, your sole and exclusive remedy will be to terminate this Agreement or the Services in accordance with this Agreement.

10.2 We have the right to suspend or terminate all or any part of the Services, or terminate this Agreement with 1 working day notice (for Clauses 10.2.1 and 10.2.2 below) or with immediate effect (for Clauses 10.2.3, 10.2.4, 10.2.5, 10.2.6 and 10.2.7

below), in each case without compensation to you, and without prejudice to our rights to damages for any breach by you of this Agreement, if any of the following events occurs:

10.2.1 you breach any of the terms and conditions of this Agreement or any other agreement you have with us;

10.2.2 you provide incorrect, false or incomplete information to us;

10.2.3 you become or threaten to become bankrupt or insolvent;

10.2.4 you make any arrangement or composition with or assignment for the benefit of your creditors or go into either voluntary or compulsory liquidation or a receiver, trustee, judicial manager or administrator is appointed over any of your assets;

10.2.5 the equivalent of any of the events referred to in the above Clauses 10.2.3 and 10.2.34 under the laws of any relevant jurisdiction occurs to you;

10.2.6 the requirements of the relevant Regulatory Authority or any other authority result in us having to stop providing any of the Services or to provide any of the Services in a manner which is unacceptable to us; or

10.2.7 we believe that you are likely to create imminent harm (such as interruption, disruption, congestion or any unauthorised act) to the Network or any third party's networks or systems or our provision of the Services, or to defraud us, or are likely to create imminent harm or harass or are abusive to our personnel.

In such event, you may immediately contact our customer service to tell us why such suspension or termination should not occur. We will consider each case and where we deem appropriate, will not proceed with the suspension or termination of such account or take any other appropriate action where necessary.

In addition, if we suspect that you are using or allowing any of the Services to be used for fraud, misconduct or any other illegal or improper purpose, we will refer this to the relevant authorities and comply with directions or guidelines issued by them, without notice to you.

10.3 The termination of this Agreement will not affect any accrued rights and remedies of either party against the other party.

10.4 We will determine, in our sole discretion, on a case-by-case basis, the steps which are necessary to address any breach of this Agreement. Such steps include investigating any suspected or alleged breach of this Agreement, including obtaining information from you, any complainant and the examination of Content on our server.

Nothing contained in this Agreement will limit our actions or remedies in any matter and we reserve at all times all rights and remedies available to us at law.

10.5 We and the Service Providers shall not be liable for any damages, losses, costs or expenses of any nature suffered by you or third party resulting in whole or in part from the exercise of our rights under this Agreement. By using the Services, you agree to waive and hold us and the Service Providers harmless from any claims relating to any action taken by us, including the conduct of an investigation, issuance of a warning, refusal, removal, modification or denial of access to our website, Services or Content, suspending or terminating the Services, or other appropriate action in relation to any suspected or alleged breach of this Agreement.

## **11. Other legal matters**

*This clause is important and sets out certain of ours and your legal rights and obligations.*

### **11.1 Indemnity**

You must indemnify us, including our employees, directors and agents, in full against all claims, damages, losses, liabilities, claims, costs, expenses, demands and actions resulting from your use of the Services, your negligence, omission, act or breach of this Agreement.

### **11.2 Intellectual property**

Any and all of our Intellectual Property will continue to belong to us or our licensor(s). You may not use or permit anyone to use any of our Intellectual Property except as may be necessary for your lawful use of the Services or as permitted by us.

### **11.3 Conclusiveness of records**

In the absence of fraud or manifest error, all our records relating to the Services (including but not limited to our overseas roaming partners) are conclusive evidence of their accuracy and completeness.

### **11.4 Transferring this Agreement**

You may not assign, novate or transfer any of your rights and/or obligations under this Agreement without our prior written consent. We may assign, novate and/or

transfer all or part of our rights and/or obligations under this Agreement to any party and will give you notice of this.

## **11.5 Changes**

We may from time to time change any of these terms & conditions and/or any other applicable terms and conditions for the Services you subscribe for. We may also from time to time withdraw, suspend, or change any of the Services. We will try, where we reasonably can, to give you advance notice of such changes, and we will notify you of such changes in writing or via our website, or such other form as we may decide. The display of the revised terms & conditions on our website will constitute notice of the changes. If you continue to use the Services, you will be taken to have accepted the changes.

## **11.6 Matters beyond our control**

11.6.1 We will not be liable for any delay or failure in performance under this Agreement resulting from matters beyond our control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, acts of terrorism, accident, fire, lightning, equipment failure, cyberattacks (including any type of offensive manoeuvre that targets computer information systems, infrastructure, computer networks or personal computer devices), computer software or Software malfunction (including due to malicious software programmes), interception of online communication, identity theft, electrical power failure, faults, interruption or disruption of the Network or the networks of the 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.

11.6.2 In addition, the Services may occasionally be affected by interference caused by objects beyond our control such as buildings, underpasses and weather conditions. When this happens, we will not be responsible for any interruption or disruption of the Services or if you cannot access or use the Services.

## **11.7 No waiver**

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

## **11.8 Confidentiality**

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

## 11.9 Entire agreement and severability

11.9.1 Except where stated by us, these terms & conditions and/or other terms and conditions as otherwise agreed between us in writing, contain the whole agreement between you and us with respect to the Services you subscribe for, and there are no other agreements or terms, oral or written, express or implied, which govern the provision by us of the Services.

11.9.2 If any part of this Agreement is invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall not be affected.

### 11.9.3 Rights of third parties under this Agreement

Save for our Affiliates, third parties who are not involved in this Agreement cannot enforce it under the Contracts (Rights of Third Parties) Act (Cap 53B).

## 11.9.4 Applicable laws

This Agreement is governed by Singapore law. Our provision of the Services is subject to the Act and we are required to comply with the directives and orders of all relevant Regulatory Authorities.

Both of us irrevocably submit to the non-exclusive jurisdiction of the Singapore courts for any legal proceedings relating to this Agreement. Either party may also refer any dispute to the Small Claims Tribunal. If we agree with you that arbitration would be an appropriate forum, we may jointly refer the dispute for arbitration.

## 11.9.5 Meanings

This Clause sets out how certain words and phrases are used in this Agreement.

What these words mean in this Agreement

"Act" : the Telecommunications Act, or as applicable, the Info-communications Media Development Authority

	Act 2016 (No. 22 of 2016), as may be changed from time to time
<b>"Affiliate"</b>	: any related or associate company of StarHub Mobile Pte Ltd including their successors, assigns, employees and agents
<b>"Agreement"</b>	: the agreement between you and us comprising these terms & conditions and other terms and conditions applicable to the Services you and we may have agreed or accepted from time to time
<b>"Content"</b>	: all information, text, sound, music, software, photographs, videos, graphics, data, messages, links or other materials
<b>"IMDA"</b>	: Info-communications Media Development Authority of Singapore, its successors and assigns
<b>"FAQ"</b>	: a list of frequently asked questions, as accessible at our website at [insert link]
<b>"Network"</b>	: all networks owned, maintained or operated by, and/or leased/licensed to us through which we provide the Services to you
<b>"Partner"</b>	: means any third parties who have been appointed by us as our authorised sales agent to promote, market and sell the Services via our Offline Channels
<b>"PIN"</b>	: personal identification number
<b>"Regulatory Authority"</b>	: IMDA, its successors and/or assigns
<b>"Services"</b>	: eight services and the website as may be changed by us from time to time and any other info-communications or other services, products or applications which we and/or the Service Providers provide to you including any value-added features and promotions
<b>"Service Provider"</b>	: any third party service provider involved in providing the Services to you and/or on whose behalf we are billing, including without limitation any network operator or telecommunication service provider
<b>"SIM"</b>	: Subscriber Identification Module
<b>"Taxes"</b>	: any and all taxes, goods and services tax, duties, levies and other similar charges imposed under any law in respect of the provision of the Services or on any charges or payment due from or payable by you to us

**"us" or "we" or "our"** : StarHub Mobile Pte Ltd (Reg. No. 200000646C) and includes their successors, assigns, employees and agents

**"you" or "your"** : the person who uses or intends to use the Services (including his or its successors and permitted assigns) and anyone appearing to us to be acting with that person's authority or permission

Any decision to be made by us or actions that we may take in this Agreement may be made at our sole discretion.