

SPECIFIC TERMS AND CONDITIONS FOR PREPAID ONLINE TOP-UP SERVICE

1. Incorporation by reference

In addition to the General Terms, the Specific Terms and Conditions and the Acceptable Use Policy as may be amended from time to time (which terms and conditions are deemed incorporated by reference), the Customer shall be bound by the following Terms and Conditions for Prepaid Online Top-Up Service (the "Terms").

2. Definitions and Interpretation

- 2.1 In these Terms, the following words and expressions shall have the following meanings:
- "Acceptable Use Policy" means Singtel Mobile's Acceptable Use Policy (http://home.Singtel.com/terms/default.asp?source=mobile&product_name=mobile_aup).
 - "Customer" means any prepaid mobile subscriber of Singtel Mobile who utilises the Service.
 - "General Terms" means Singapore Telecommunications Limited's General Terms and Conditions of Service and Billing Terms. Details at http://home.Singtel.com/terms/default.asp?source=mobile&product_name=general
 - "Service" means the prepaid online top-up service made available to Customers to add value to their prepaid mobile accounts.
 - "Singtel Mobile" means Singapore Telecom Mobile Private Limited and its successors.
 - "Specific Terms and Conditions" means Specific Terms and Conditions for Singtel Mobile. Details at: http://home.Singtel.com/terms/default.asp?source=mobile&product_name=mobile
 - "Top-up Value" means the value/credit added by a Customer to their Singtel Mobile prepaid mobile account using the Service.
- 2.2 The words and expressions used in these Terms that are defined in the General Terms, the Specific Terms and Conditions or the Acceptable Use Policy but are not defined in these Terms, shall have the same meanings as defined in the General Terms, the Specific Terms and Conditions or the Acceptable Use Policy, unless the context otherwise requires.
- 2.3 The headings or titles to the Clauses in these Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Terms.

3. Use of Service

- 3.1 The Service is available to all Singtel Mobile prepaid mobile subscribers with an active prepaid account at the time of using the Service.
- 3.2 The Service shall be accessible from the website determined by Singtel Mobile from time to time ("Website").
- 3.3 The Customer shall use, and shall procure that any person the Customer permits or allows to use the Service shall use the Service in accordance with the Acceptable Use Policy and with such other guidelines, rules and requirements as Singtel Mobile may issue from time to time or any Law.
- 3.4 The Customer shall have a valid credit card (either Visa or MasterCard only) for use with the Service.
- 3.5 The Service may only be used up to a maximum of three (3) times per day in respect of each Singtel Mobile prepaid mobile account; and subject further to a maximum Top-up Value of \$300 for each Singtel Mobile prepaid mobile account over a consecutive thirty (30) day period. Singtel Mobile reserves the right to reject any use of the Service if any of the above limits are exceeded or will be exceeded.

4. Customer's Obligations and Acknowledgments

- 4.1 The Customer acknowledges and agrees that:
- 4.1.1 the Customer shall not use the Service or permit the use of the Service in any manner which may adversely affect Singtel Mobile's network, or other Customers' use of the Service and/or any other service provided to such Customers, as Singtel Mobile may reasonably determine;
 - 4.1.2 the Service is offered to the Customer on an "as is" basis;
 - 4.1.3 the Customer is responsible for obtaining access to the Service and complying with these Terms;
 - 4.1.4 use of the Service constitutes acceptance of these Terms;
 - 4.1.5 Customer is responsible for all information the Customer submits, transmits or otherwise makes available during use of the Service;
 - 4.1.6 Customer is responsible for all transactions carried out pursuant to the Service relating to the Customer's Singtel Mobile prepaid mobile account(s);
 - 4.1.7 Singtel Mobile is in no way responsible for any credit card or online top-up transactions carried out pursuant to the Service and any errors in processing payment, payment disputes and/or any other payment related matters pursuant to the Service shall be referred by the Customer directly with the respective bank(s) issuing the credit card(s);



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- 4.1.8 Singtel Mobile may require the Customer to submit information from time to time pursuant to the Service (which may include financial information and credit card details) and such information and details may (subject to any obligations of confidentiality) be made available by Singtel Mobile to third parties for purposes of facilitating the provision of the Service;
- 4.1.9 the Customer shall comply with all applicable laws when using the Service;
- 4.1.10 Singtel Mobile does not endorse and is not responsible for the content or accuracy of any sites or links (whether through advertisements, search engines or otherwise) which may be accessible from the Website and any use of such sites or links shall be at the Customer's sole risk;
- 4.1.11 Singtel Mobile expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, express or implied, statutory or otherwise or any representations or warranties arising from usage or custom or trade or by operation of law, including (without limitation) as to the sequence, originality, correctness, completeness, accuracy, timelines, currency, noninfringement, merchantability or fitness for any particular purpose in relation to the Service;
- 4.1.12 Singtel Mobile to the fullest extent permitted by law exclude all warranties, rights and remedies (including warranties implied by statute or otherwise) that the Customer would otherwise be entitled to by law; and
- 4.1.13 For payments made by credit card, the credit limit on the credit card shall be blocked to the extent of the full transaction amount. The credit limit will be released as and when the transaction amount is successfully charged to the credit card. However should the transaction be unsuccessful, the credit limit will be released after seven (7) working days.

5. Service Limitations and Exclusion of Liability

5.1 The Customer acknowledges that Service availability is subject to:

- 5.1.1 availability of an active Singtel Mobile prepaid mobile account;
- 5.1.2 availability of resources including, without limitation, availability of the Website and suitable network infrastructure at the time when the Service is requested or delivered; and
- 5.1.3 geographic and technical capability of the Singtel Mobile network and of Singtel Mobile's delivery systems at the time and location when the Service is requested or delivered.

5.2 The Customer accepts that Singtel Mobile shall not be responsible to the Customer for any loss, damage, claim or compensation of whatever nature arising from or related to the Service including but not limited to any alleged unauthorized transactions, disruptions, errors, defects or unavailability of Service, loss of data or damage to any mobile equipment of the Customer. Singtel Mobile does not make any warranty on the performance and capability of the Website, the Service and/or any software or hardware used with the Service or any application accessed by the Customer using the Website and/or Service.

5.3 The Customer accepts and acknowledges that Singtel Mobile may suspend, terminate and/or discontinue the Service and/or access of any Customer to the Service or any part thereof at any time in its sole and absolute discretion without prior notice and without any liability whatsoever to the Customer.

6. Consent to Use and Disclose Information and Data

6.1 The Customer agrees that Singtel Mobile shall be entitled to use or disclose any information or data disclosed by the Customer in accordance with Clause 15 of the General Terms. The Customer is entitled to withdraw such consent in the procedure as prescribed by Singtel Mobile from time to time.

7. General

- 7.1 The Customer shall be bound by and shall fully observe and comply with all the General Terms, the Specific Terms and Conditions and the Acceptable Use Policy as well as such other terms and conditions as may be agreed or accepted by the Customer. The rights and protections conferred on Singtel Mobile under these Terms shall be additional to the rights and protections conferred on Singtel Mobile under the General Terms, the Specific Terms and Conditions and the Acceptable Use Policy and any other terms and conditions agreed or accepted by the Customer.
- 7.2 Any Clause in the General Terms, the Specific Terms and Conditions, the Acceptable Use Policy or any other terms and conditions as may be agreed or accepted by the Customer, 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 Clauses, which Clauses shall continue to be valid and enforceable to the fullest extent permitted by law.
- 7.3 Singtel Mobile reserves the right to alter, modify, add to or otherwise vary these Terms from time to time by notice to the Customer in such manner as Singtel Mobile deems appropriate. The Customer shall be bound by the terms and conditions so amended. In any event, if the Customer continues to use the Service after such notice, the Customer shall be deemed to have accepted the amendments.



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