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## SPECIFIC TERMS AND CONDITIONS FOR SINGTEL MOBILE'S MOBILE BROADBAND SERVICE

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### 1. Incorporation by reference

In addition to the General Terms, the Specific Terms and Conditions and the Acceptable Use Policy (which terms and conditions are deemed incorporated by reference), the Customer shall be bound by the following Terms and Conditions for Mobile BroadBand Data Plan 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 Acceptable Use Policy available at: <http://info.singtel.com/terms-mobile-aup>, being the guidelines for acceptable conduct and use of the Service, including all subsequent revisions or amendments.

"Customer" means any person who subscribes to a Mobile BroadBand Data Plan.

"Mobile BroadBand Data Plan" means the provision of wireless data access through the Service by means of a Data SIM inserted into USB modems, embedded 3G notebooks, multimedia devices, wireless routers or other equipment including but not limited to Mobile BroadBand-1Mbps, Mobile BroadBand-2Mbps, Mobile BroadBand-4Mbps, Mobile BroadBand-7.2Mbps, Mobile BroadBand-14.4Mbps, Mobile BroadBand-21Mbps, Mobile BroadBand Youth, Mobile BroadBand 1.5, Mobile BroadBand 3.6, Mobile BroadBand 7.2, Mobile BroadBand 21 and Mobile BroadBand 75.

"Data SIM" or "SIM" means 3G Subscriber Identity Module card which stores the service- subscriber key (IMSI) used to identify a Customer.

"Equipment Undertaking Agreement" refers to the contract signed by a Customer when acquiring (whether by purchase or otherwise) a mobile device eg USB modem, wireless router, laptop, tablet or multimedia device, from Singtel Mobile, with which the Customer may use the Service.

"General Terms" means Singapore Telecommunications Limited's General Terms and Conditions of Service

"Minimum Equipment Period" means the minimum period for which the Customer must subscribe for the Service, as specified in Clause 4.2.

"Minimum Subscription Period" means the minimum period for which the Customer must subscribe for the Service, as specified in Clause 4.1.

"Service" means the Mobile BroadBand wireless data service provided by Singtel Mobile which shall consist of any Mobile BroadBand Data Plan.

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"Singtel" means Singapore Telecommunications Limited and its successors.



“Singtel Mobile” means Singtel Mobile Singapore Private Limited and its successors.

“Specific Terms and Conditions” means Specific Terms and Conditions for Singtel Mobile. Details at: <http://info.singtel.com/terms-mobile>

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. Registration**

3.1 The Customer may register for the Service:

(a) via calling the Singtel Mobile Customer Service Hotline 1688; or

(b) via application at any Singtel Hello! Store specified at Singtel’s website, [www.singtel.com](http://www.singtel.com).

(c) via online application at <http://info.singtel.com/personal/communication/internet/broadband-on-the-go/broadband-on-mobile> for any Mobile BroadBand Data Plan.

3.2 Upon successful registration, the Service shall commence within two (2) working days.

3.3 A one-time registration fee of \$10 (excl. GST) will be charged for each successful registration.

3.4 In addition to the registration fee set out in 3.3 above, a one-time fee of \$35 (excl. GST) will be charged for each Data SIM issued. GST at prevailing rates shall apply.

### **4. Duration of Service and Duration of Equipment Undertaking Agreement**

4.1 The Minimum Subscription Period of the Service shall be a period of three (3) months.

4.2 The Minimum Equipment Period shall be a period of twelve (12) or twenty-four (24) months as determined by Singtel Mobile and stated in the Equipment Undertaking Agreement, where applicable.

4.3 Upon expiry of the Minimum Subscription Period or the Minimum Equipment Period (as the case may be) of the Service, the Service shall continue on a month to month basis until terminated by the Customer or Singtel Mobile in accordance with these Terms.

### **5. Termination**

5.1 Subject to Clauses 5.3 and 5.4, Singtel Mobile may terminate the Service at any time by giving no less than four (4) working days’ prior written notice to the Customer.



5.2 Subject to Clauses 5.3 and 5.4, the Customer may terminate the Service by giving no less than one (1) working day's notice via phone in or written notice to Singtel Mobile.

5.3 If the Service is terminated before the expiry of the Minimum Subscription Period by the Customer for any reason whatsoever, or by Singtel Mobile as a consequence of any breach by the Customer of any of the obligations or duties of the Customer then, despite any provision to the contrary in the General Terms, the Customer shall pay Singtel Mobile in the following manner:

(i) the difference between the Mobile BroadBand Data Plan fee that Singtel Mobile would have imposed or charged the Customer for the Minimum Subscription Period,

had the Service not been terminated prior to the expiry of the Minimum Subscription Period and the Mobile BroadBand Data Plan subscription fee actually paid by the Customer; and

(ii) the total amount payable by the Customer to Singtel Mobile as usage fees for the Service for the period during which the Service was subscribed by the Customer, or and any fees and/or charges that were discounted, waived or reduced by Singtel Mobile on the basis that the Customer had subscribed for, or would utilize, the Service for the Minimum Subscription Period may be reinstated and imposed by Singtel Mobile on the Customer retroactively as from the date of commencement of the Service.

5.4 If the Equipment Undertaking Agreement is terminated before the expiry of the Minimum Equipment Period by the Customer for any reason whatsoever, or by Singtel Mobile as a consequence of any breach by the Customer of any of the obligations or duties of the Customer then, notwithstanding any provision to the contrary in the General Terms, the Customer shall pay to Singtel Mobile a one-time early termination charge to be calculated in the manner stated in the Equipment Undertaking Agreement. For the avoidance of any doubt, the early termination charge shall apply in addition to the charges set out in Clause 5.3.

## **6 Change of Service**

6.1 Early termination charge or other one-time charges shall apply for change or downgrade of a Mobile BroadBand Data Plan during the Minimum Subscription Period and Minimum Equipment Period (where applicable).

## **7. Use of Service (Fair Usage)**

7.1 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.

7.2 The Customer acknowledges that each Mobile BroadBand Data Plan carries a bundled local data usage capacity. If the Customer exceeds the monthly local data bundle capacity at anytime during the Customer's monthly bill cycle, Singtel Mobile will, without any notification to the Customer, impose a speed limit of 64 Kbps on the Service until the end of the affected bill cycle. The speed limit will be lifted at the start of the next bill cycle of the Customer.



## 8. Customer's Obligations

8.1 The Customer acknowledges and agrees that he shall not use the Service in any manner which may adversely affect Singtel Mobile's network, or other Customers' use of Singtel Mobile's Service and/or any service provided to such Customers, as Singtel Mobile may reasonably determine.

8.2 The Customer shall ensure that the equipment to be used with the Service is compatible with the personal computers or laptops (including the necessary software). For laptops/notebook/tablets systems with embedded SIM card slot, Customer shall ensure that it is compatible with the Service. Singtel Mobile will not be responsible should the equipment fail to work on the Customer's personal computers/laptops (including software) as well as laptops/notebook systems with embedded SIM card slots.

## 9. Fees and Charges

9.1 If the fees and charges for the Service are revised at any time during the Minimum Subscription Period, then such revised fees and charges shall not apply to the Customer during the Minimum Subscription Period.

9.2 Upon expiry of the Minimum Subscription Period, Singtel Mobile's then prevailing fees and charges shall apply.

9.3 The Service comprises of specific data bundle values in each Mobile BroadBand Data Plan which is intended for local usage only. The Customer's data usage within the data bundle shall be computed in the manner set out in the Bill Explainer via Singtel's website: <http://info.singtel.com/support/bill-explainer>

9.4 Usage of excess data beyond the bundled data within a Mobile BroadBand Data Plan shall be charged to the Customer in the following manner:

\$0.01 per 2KB (minimum of \$0.03 per session), cap at \$5.00 (excl. GST) per GB. Local data usage is capped at \$87.85 (excl. GST) per month (excluding the monthly plan subscription). The excess charge computation mechanism is as follows:

1GB = 1,024MB, 1MB = 1,024KB

Data Usage Per Data Session (Beyond Local Data Bundle)	Excess Charge
0 to 1,024KB	\$0.01 per 2KB (min. of \$0.03/session)
1,024KB to 1GB	\$5.00 per GB
Any part of exceeding GB	\$0.01 per 2KB cap at \$5.00 per GB
Example 1 1.02GB = 1GB and 20,972KB	1GB = \$5.00 20,972KB = \$5.00 Total = \$10.00
Example 2 800KB	800KB x \$0.01/2 KB = \$4.00

The above computation is based on per single data session usage. For every new data session, the computation will be refreshed with the charging at \$0.01 per 2KB (minimum of \$0.03 per session) for the first 1,024KB, cap at \$5.00 per GB. GST at prevailing rates shall apply.



## **10. Service Requirements and Limitations**

10.1 The Customer acknowledges that Service availability and/or performance is subject to:

- (a) availability of a Singtel Mobile SIM card or Singtel Mobile Data SIM card;
- (b) the types of equipment or devices used; /;
- (c) availability of resources including, without limitation, availability of a suitable network infrastructure at the time at which the Service is requested or delivered; and
- (d) geographic and technical capability of the Singtel Mobile network and of Singtel Mobile's delivery systems at the time and location at which the Service is requested or delivered.

10.2 The Customer acknowledges that typical download speed range in relation to each Mobile BroadBand Data Plan is provided for the Customer's information only and is subject to the limitations stated on Singtel Mobile's website. Singtel Mobile shall not be liable to the Customer in any manner for the inadequacy of speed and/or performance of the Service affected by these limitations and external factors over which Singtel Mobile has no control.

## **11. Consent to Use and Disclose Information and data**

11.1 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.

## **12. General**

12.1 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.

12.2 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.

12.3 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.

(Updated on 20 Dec 2012)