Terms & Conditions for "Changi i-SIM Products & Services"

The following terms and conditions shall apply to all Changi i-SIM products and services.

A. Changi i-SIM Products & Services

- 1. By visiting our website, your activation, purchasing and/or continued use of Changi i-SIM products & services constitute your acceptance of our <u>Terms of Use</u>, this Terms & Conditions and <u>Privacy Policy</u> ("Terms"), as amended from time to time.
- 2. Unless otherwise set out in the Terms, Changi i-SIM products & services once sold, are non-refundable or exchangeable for cash or any products. There will be no refund for any cancelled orders by you, unused value upon card loss, damage, expiry, termination.
- 3. We are not responsible if the information made available on this site is not accurate, complete or current. The material on the site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.
- 4. Changi i-SIM shall use reasonable endeavours to provide you quality of service. However, Changi i-SIM does not guarantee, represent or warrant that your use of our products & services will be uninterrupted, timely, secure or error-free. Changi i-SIM services are only available within its service provider's coverage area and within this, there may be areas where Customer does not have access to all services or where coverage is otherwise limited or unavailable.
- 5. You are responsible for the safe-keeping and usage of your Changi i-SIM products & services. We shall not be liable to you for any loss, theft, misuse, or damage of your Changi i-SIM products & services. You are responsible for the use of the Changi i-SIM products & services under your accounts (including by Customers of the accounts whether authorized or unauthorized) and for any content which is disseminated through your accounts, even if you have lost your mobile phone/SIM card or the same is not in your possession; and you shall further be responsible for all consequences arising from any unauthorized or fraudulent use of Changi i-SIM products & services or access to your accounts until such notification is made to us and access to the Changi i-SIM products & services is disabled at your request.
- 6. It is your responsibility to ensure that your device is compatible with the Changi i-SIM product & services as device compatibility may depend on the carrier and country of origin.
- 7. Customer must apply for and subscribe to the Changi i-SIM products & services under their NRIC/FIN/ Passport.
- 8. If delivery is applicable, customer must provide a delivery address which matches that stated on ID.
- 9. Customer must be 16 years old and older to sign up for Changi i-SIM products & services.

B. General

- 1. Changi i-SIM reserves the right to change the prices of the products & services without any prior notification.
- 2. Changi i-SIM reserves the right to cancel or amend orders at its sole discretion.
- Customer must have a valid payment card for recurring payments to be charged to avoid suspension.
- 4. In using the Changi i-Sim products & services, customer to adhere that the following activities, list are not exhaustive, are not allowed on Changi i-SIM:
 - (a) to advertise, transmit, post or solicit any product, services, or content that contains viruses, trojan horses, cancelbots, harmful codes, floor pings, adware, spyware, forged routing time bombs, or any other harmful, damaging or destructive technology;
 - (b) in a manner that conflicts with any law or regulatory requirements;
 - (c) with a mobile device not approved by the relevant Singapore regulatory authority;
 - (d) to hinder, interfere, obstruct or adversely affect or attempt to hinder, obstruct or adversely affect us, the Network, our Customers, and or any other persons;

- (e) to excessively affect Network or Services operations or quality, interfere with other Customers access to our Network, or degrade Network performance by maintaining a sustained and continuous wireless data service connection;
- (f) for file sharing software, peer-to-peer applications, transfer of excessive amounts of large format files or any other activities that generate large traffic over the Network;
- (g) to send automated or unsolicited text messages, mass SMS broadcasts, call forward or use the Services to contact numbers whether for commercial or non-commercial purposes;
- (h) to collect or disseminate information about others or their email addresses without their consent;
- (i) to advertise, transmit, facilitate or otherwise make available any Content, product or service that is designed to breach this Agreement; or
- (j) in attempts to or facilitate anyone else in the above activities. Use of file sharing software or peer-to-peer/torrent apps, and downloading abnormal amounts of large-format files such as music, videos and movies, or other activities that generate large volumes of traffic on the network.

When we discovered any breaches, Changi i-SIM reserves the right to suspend or terminate your use of Changi i-SIM products & services. During any period of suspension, you shall continue to pay all charges due in respect of the suspended products & services. Limitation of Liability

Changi i-SIM shall not be liable for any costs, loss, or damage (whether direct or indirect); for loss of revenue, loss of profits or any consequential loss whatsoever because of your use of Changi i-SIM products & services or for whatever reason under this Agreement.

6. Force Majeure

5.

We will not be liable for any delay or failure in performance under this Agreement resulting from matters beyond our reasonable control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, lightning, equipment failure, computer software or malfunction, electrical power failure, faults, interruption or disruption of the Network, interruption or disruption of your equipment or equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees), or epidemics of infectious diseases. Without prejudice to the last paragraph above, 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.

7. Miscellaneous

- (a) No rule of construction or interpretation shall apply to prejudice the interest of the party preparing this Agreement.
- (b) If any provision of this Agreement is held to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall not be affected.
- (c) The laws of Singapore will govern this Agreement.
- (d) Any legal process or judgment may be given to you in the same way as notices under this Agreement.
- (e) Any action or proceedings may be brought and enforced in the courts of Singapore or any other jurisdiction where you or any of your property may be found and you irrevocably submit to the jurisdiction of such courts in respect of any action or proceedings against or involving you relating to this Agreement.
- (f) This Agreement is subject to the Telecommunications Act or any regulations made thereunder, and any applicable subsidiary legislation, rules, and regulations. It is also subject to any directives and orders of the relevant regulatory authority and to the terms and conditions of the licence(s) granted to us under the Act.

8. Authorisation for billing

(a) We may, at our discretion, allow bills to be paid through a third-party credit/debit card.

- (b) Any outstanding bills prior to the commencement date of recurring billing must be settled by you.
- (c) Where you have chosen credit/debit card payment, you must inform us immediately if your credit/debit card is lost, stolen, expired or terminated or if you want to terminate this method of payment.
- (d) If we are unable to make the deduction or settlement through our processing bank, we will not be liable to you in any way and you must make payment for outstanding amounts, together with any additional financial costs that are applied by the bank(s), before the Payment Due Date or before your billing cycle date.
- (e) You authorise us to verify the information you provide with the card issuer or any third party as may be necessary; forward your call transactions, billings and other details to the card issuer, financial institution and other relevant parties for and in connection with the recurring billing.
- (f) If for whatever reason, we do not receive payment following a completed recurring billing transaction or the bank or financial institution claims back or claws back any payment made to us, we have the right without prior notice to you to reverse any payment entry or reinstate the charges in your statement of account.

Amendments

Changi i-SIM reserves the right to vary or supplement the Terms herein at any time without prior notice, and such variations or supplement shall be immediately applicable to you. You shall be responsible for checking the Changi i-SIM's websites from time to time for the most current version of these Terms.