

ProSports – T&Cs

These Terms are the terms of an agreement ("Agreement") between you and Convey Global Pte (the 'Provider') which govern your use of the Site and all Mobile content and services (as defined below) from the Sites (collectively, the "Service").

Description of Service

The Singtel ProSports is a subscription membership that provides its members with a range of products, services and benefits through its web sites and wap sites to compatible handsets. This includes offering its members access to pro tips, stretches, news and deals on specific desired sports.

In each anniversary period you will receive 1 x 5 MoCoins that can be used to purchase and download content.

The Service is available via supported wireless devices.

You may use the Service only in accordance with the Terms of this Agreement and any amendments, as well as any additional terms that may be presented in connection with any particular feature or function of the Service from time to time.

This Agreement explains our obligations to you, and your obligations to us in relation to the Service.

By requesting and downloading mobile content to a mobile device from our Website, a WAP site; a television campaign; a print campaign; or any other advertising or promotion you (a) agree to be bound by the terms and conditions of this agreement, (b) you are the person or entity responsible for the mobile account associated with the mobile number provided, (c) you are responsible for all services used through that mobile account, (d) you authorize your mobile carrier to charge appropriate fees directly to your mobile service bill, (e) you are at least 16 years of age. If under 18 then you must have the account holder/bill payer's permission to subscribe.

It is the responsibility of the user to ensure that their mobile phone is compatible to use the Service and that the mobile phone is correctly configured.

For mobile device compatibility questions please phone our helpline on 8001301530. You agree that you will not allow unauthorised individuals to use your account as identified by your mobile phone number.

Subscription Membership Package

As a member of the Service you will have a nominated number of MoCoins credited to your account based on your payment type:

Pay via mobile 5 MoCoins every 7 days where you are billed.

You can use these MoCoins to purchase and download any of the content displayed on the wap site or access any of the premium services. The MoCoins value of the content will be subtracted from your balance for each download.

The MoCoins are for the current subscription week and are not cumulative.

You will receive fresh link(s) every time you are billed, giving you access to a range of products, services and benefits including specially priced downloadable mobile entertainment content, such as ringtones, games, apps, graphics, news and other information as well as competitions, promotions giveaways and other membership benefits.

You are fully responsible for all activities that occur under your account or through your subscription. You agree to notify the Provider immediately in case you become aware of or suspect unauthorised use of your account or subscription or any other breach of security.

Where a direct purchase is made, content will be charged in accordance with the advertised price for the particular product or Service that has been chosen.

All you can eat

Where you have joined a service that has been advertised as an All you can eat service you will have access to as much of the specified content as you can consume.

Cost of the Service

On joining the Singtel ProSports a membership subscription fee is based on payment method used upon subscription.

Below is the payment as follows:

Pay via Mobile is billed \$3, 1 time(s) every 7 days plus any Standard Carrier charges apply. This will continue until you unsubscribe.

The Provider reserves the right to offer from time to time and at their discretion 1 week's free subscription for new subscribers. This will be a promotional offer which will be linked to certain marketing campaigns for the Provider Service and will be applicable only to subscribers that subscribe to the Provider Service during the period of the promotional offer. Provider can withdraw the promotional offer at any time without prior notice of any kind. Carriage Fees May Apply. Your operator will charge you the applicable rate for SMS sent by you including any related download charges effected by you via wap. All fees, including fees for existing subscription contracts are subject to change upon notice from the Provider. The Provider will give reasonable notice of such change. If you do not wish to accept the new fees, you may cancel your subscription and/or your account. This will be effective immediately.

The Provider reserves the right from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice to you. You agree that neither the Provider nor its affiliates or licensors shall be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

Cancellation

To unsubscribe please contact customer service on 8001301530 or send an email to help@sg.prosports.mobi and ensure you tell them your email address that's associated to your PayPal or Google Wallet. If you paid via

your mobile supply the number associated to that account and your subscription will be cancelled immediately. You may also unsubscribe off the wap site from the "My Account" section of the wap site.

The Service

The Provider is offering its services on a renewable subscription basis. Unless otherwise expressly indicated, no information presented by the Provider or in connection with any products and services shall be deemed as a binding offer by the Provider, but as an invitation for you to order. The contract for the ongoing subscription membership service between you and the Provider shall begin when the Provider, Upon your request, has provided you with access to a Service (such access may be based on a personal username and password generated for that purpose or on other data that the Provider deems sufficient for your identification). Access to a Service can be provided by delivering to you downloadable mobile entertainment content of the content category you subscribed to (e.g. by delivering a horoscope or an info - SMS) or by enabling you to download the product (e.g. by delivering a WAP-Push link or a PIN for download of the downloadable mobile entertainment content on the Provider web or WAP site) or by providing access to the mobile entertainment content (e.g. by enabling MSISDN for this product). The Anniversary period is dependent on the type of the membership subscription contract. The membership subscription contract and the Anniversary period will be renewed as applicable and a new subscription fee shall become due for the new Anniversary period. The membership subscription contract shall remain in effect until terminated and/or cancelled by you or the Provider in accordance with this agreement.

The Provider may include in the Service the ability for you to make electronic purchases. You acknowledge and agree that any submissions you make for electronic purchases constitute your intent and agreement to be bound by these Terms and any additional terms in relation to such purchases. You may withdraw your consent to enter into such electronic agreements by giving written notice to the Provider. To the extent that such electronic purchases are offered to you by a third party, you acknowledge that the Provider shall not be responsible or liable to you for those third party products or services purchased by you.

The Service is available to residents of the Australia. You agree to abide by Australia and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any content or software subject to restrictions under such laws to a national destination or person prohibited under such laws.

Privacy

You acknowledge that Provider collects and processes "personal information" (i.e. information that could be used to contact you, such as full name, postal address, phone number or e-mail address), "financial information" (i.e. credit card numbers, bank account information or passwords) or "demographic and usage information" (i.e. information that you submit, or that we collect, that is neither personal information nor financial information but necessary for the proper functioning and billing of our service, such as date regarding the start, end and extent of your usage of the service), subject to the rest of this paragraph in order to operate this site. We may pass on your personal information to your mobile phone Service provider to secure collection of fees. We may also pass your information to governmental agencies, including but not limited to courts for legal proceedings and the prevention of crime. Personal information collected by the Provider may be stored and processed in Australia or any other country in which the Provider or its agents maintain facilities. By using the Service, you consent to any such transfer of information outside of your country. Your personal information, financial and demographic information will be deleted as soon as practical after termination of your subscription, unless the Provider is required by law or contract to store your information beyond this date.

Objectionable or explicit content

The Provider is not responsible for any content or materials constituting all or part of any download or any other aspect of the Service that you might find objectionable.

Trademark

All trademarks, Service marks, trade names, domain names, slogans, logos, and other indicia of origin that appear on or in connection with the Service are the property of the Provider and/or its affiliates, licensors and/or licensees. You may not copy, display or use any of these marks without prior written permission of the mark owner.

Violation of Intellectual Property Rights

If the Provider receives a Notice alleging that you have engaged in infringing behaviour or reasonably suspects that your use of the Service the Downloads violates the Provider's or others' intellectual property rights, the Provider may, in its sole discretion, suspend or terminate your account with or without notice to you. If the Provider suspends or terminates your account under this paragraph, it shall have no liability or responsibility to you, and the Provider will not refund any portion of your fees charged to date.

The Provider reserves the right to suspend or terminate your account if you are deemed to have abused the service. "Abuse of the service" is defined as, but not limited to, excessive content requests leading to over-allocation of system resources.

Copyright Information

The Service is for your personal use. You understand and agree that you may not transmit or retransmit, broadcast or re-broadcast or make any commercial use of the service, including the mobile content.

The Provider grants you a limited, non-exclusive, non-transferable, revocable right to download the mobile content to your compatible device solely for your own non-commercial use. You understand and agree that you may not download, reproduce, modify, display, perform, transfer, distribute or otherwise use the mobile content except as expressly provided in this Agreement.

You understand and agree that you may not authorise, encourage or allow any mobile content used or obtained by you to be reproduced, modified, displayed, performed, transferred, distributed or otherwise used by any other party, and you agree that you will take all reasonable steps to prevent any unauthorised reproduction and/or other use of them.

The Service and portions of them, may contain or comprise copyrighted and/or proprietary subject matter. Your rights with respect to your use of the same are governed by the Terms of this Agreement, all applicable laws, including but not limited to intellectual property laws, and any applicable end-user license agreements. Your use of the Service and the mobile content is under license; you will not obtain any ownership rights in the Service mobile content through this Agreement.

Any sound recordings you are purchasing and the copyrights therein are the valuable intellectual property of the respective record label (EMI, Sony, Universal, etc) and may be used by you solely in connection with your mobile handset as a musical "ringer". You may not transfer the sound recording or video via any means for

any purpose. Any copying, redistribution or other use of the sound recording is expressly prohibited without prior written consent of the record label.

Remedies

You agree to indemnify and hold harmless, the Provider, its partners, parents, subsidiaries, agents, affiliates and/or licensors, as applicable against any improper, unauthorised or illegal uses of your account.

You understand and agree that any unauthorised use of the Service would result in irreparable injury to the Provider and/or its affiliates or licensors for which money damages would be inadequate, and in such event the Provider, its affiliates and/or licensors, as applicable, shall have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief against you. Nothing contained in this paragraph or elsewhere in this Agreement shall be construed to limit remedies or relief available pursuant to statutory or other claims that the Provider, its affiliates and/or licensors may have under separate legal authority, including but not limited to, any claim for intellectual property infringement.

Disclaimers

The Provider will not refund any fees, if it turns out that the requested mobile content is not compatible with your handset. It is your responsibility to test if your phone is compatible with the Service.

With respect to Polyphonic Ringtones and True/Cover Tones (where offered), artist names are mentioned to help identify the track and in no way infers that the ringtones were produced or performed by that artist.

You understand and agree that your use of the Service and the mobile content is at your own sole risk. The Service and the mobile content are provided "as is" and without warranty by the Provider or its agents, employees, parents, subsidiaries, affiliates, licensors, business partners and/or suppliers (the "Provider entities"), as applicable, and, to the maximum extent allowed by applicable law, the Provider and the Provider entities, as applicable, expressly disclaim all warranties, express or implied including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and any warranty of non infringement. There is no warranty that the Service or the mobile content will meet your requirements, or that your access to the same will be uninterrupted or error-free. The Provider and/or the Provider entities, as applicable, do not warrant, guarantee, or make any representations regarding the use or the results of the use of the Service or the mobile content with respect to performance, accuracy, reliability, security capability, currentness or otherwise. You will not hold the Provider and/or the Provider entities, as applicable, responsible for any damages that result from you accessing the Service using the service, and/or the mobile content including, but not limited to, any infections or contaminations of your devices you use to access the same or to transfer mobile content that may result from that use no oral or written information or advice given by any person shall create a warranty in any way whatsoever relating to the Provider and/or the Provider entities as applicable.

Under no circumstances shall the Provider and/or the Provider entities as applicable, be liable for any unauthorized use of the Service and/or the mobile content.

Under no circumstances shall the Provider and/or the Provider entities as applicable, be liable to you for any consequential, incidental or special damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use or inability to use the Service and/or the mobile content, even if the Provider and/or the Provider entities as applicable, have been advised

of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. To the extent that in a particular circumstance any disclaimer or limitation on damages or liability set forth herein is prohibited by applicable law, then, instead of the provisions hereof in such particular circumstance, the Provider and/or the Provider entities as applicable, shall be entitled to the maximum disclaimers and/or limitations on damages and liability available at law or in equity by such applicable law in such particular circumstance, and in no event shall such damages or liability exceed \$200.

Indemnity

You agree to indemnify and hold harmless the provider, its agents, employees, representatives, licensors, affiliates, parents and subsidiaries from and against any and all claims, actions, demands, causes of action and other proceedings arising from or concerning your use of the Service (collectively "Claims"), and to reimburse them on demand for any losses, costs, judgments, fees, fines and other expenses they incur (including attorneys' fees and court costs) as a result of any Claims.

Law and Legal Notices

This Agreement and any other terms or documents referred to herein represent your entire agreement with the Provider with respect to your use of the Service. You understand and agree that, except as expressly set forth herein, this Agreement is not intended to confer and does not confer any rights or remedies upon any person other than the parties to this Agreement. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Providers failure to pursue any available claim or defence pursuant to this Agreement or otherwise will not be a waiver of such claim or defence. The headings used in this Agreement are for convenience only, and will have no effect on the interpretation or legal enforceability of the terms herein. This Agreement is subject to the laws of the State of NSW and both parties submit themselves to the courts of that jurisdiction.

The Provider

Convey Global Pte Ltd
10 Anson Road
#35-06A International Plaza
Singapore 079903

Changes to Terms and Conditions

These terms and conditions are correct as of the below date. You acknowledge and agree that this agreement is subject to change by the Provider at any time, which changes shall be effective upon posting such changes to the website or WAP site any use of the Service after such posting shall constitute acceptance of such changes by you.

Date: 25 October 2013