

Terms and Conditions for mWallet Application

1. Definitions and Interpretations

1.1 In these Terms and Conditions for mWallet Application, the following words and expressions shall have the following meanings:

- 1.1.1 **“AppStore”** means an online digital media and/or application store, and includes the iTunes Store and Google Play.
- 1.1.2 **“AppStore Providers”** means an owner and/or operator of an AppStore, and includes Apple Inc. and Google Inc.
- 1.1.3 **“Customer Information”** means all information which SingTel Mobile obtains as a result of your access or use of the mWallet Application and/or mWallet Service or in connection with the contract or agreement between you and SingTel Mobile, including any information which identifies or which relates to an individual, whether true or not, and any of your information collected, used or disclosed as described in the SingTel Data Protection Policy.
- 1.1.4 **“DBS”** means DBS Bank Ltd. (Company Registration Number 196800306E) and its successors.
- 1.1.5 **“EZL”** means EZ-Link Pte Ltd (Company Registration Number 200200086M) and its successors.
- 1.1.6 **“Force Majeure Event”** means any event or circumstance (including any network failure or system downtime in respect of the mWallet Application) the occurrence or the effect of which SingTel Mobile is not reasonably able to prevent or avoid.
- 1.1.7 **“Intellectual Property”** means patents, trade marks, service marks, trade names, domain names, rights in designs, semiconductor topography rights, database rights of unfair extraction and reutilisation, copyrights (including rights in computer software), rights in know-how and other intellectual or industrial property rights (whether registered or unregistered and including applications for the registration of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.
- 1.1.8 **“mCash Account”** means an account that is offered by TEPL containing stored value purchased by its customer, where such stored value is capable of being used, by such customer, to carry out transactions for the payment of goods or services.
- 1.1.9 **“mCash Service”** means the services offered by TEPL to any customer of TEPL in connection with the provision of an mCash Account to such customer.
- 1.1.10 **“mCash Terms”** means the terms and conditions relating to the use of the mCash Service, including any amendments thereto that TEPL may make from time to time in its discretion.
- 1.1.11 **“mWallet Application”** or **“SingTel mWallet”** means an application for mobile devices (available for download from an AppStore) offered by SingTel Mobile with

such functionalities as SingTel Mobile may determine from time to time at its discretion.

- 1.1.12 **“mWallet Service”** means the services offered by the relevant Payment Service Providers which may be effected or obtained through the use of the mWallet Application, as may be set out in the mWallet Website from time to time, including:
- (i) Payment Service;
 - (ii) registration of mCash Service;
 - (iii) the top-up of any pre-paid card(s) offered by SingTel Mobile or any SingTel Group Corporation; and
 - (iv) such other services as may be set out in the mWallet Website from time to time.
- 1.1.13 **“Payment Service”** means payment related services offered by the relevant Payment Service Providers via stored value card, credit or debit card, VISA card, MasterCard, CEPAS card or such other payment cards, which may be effected or obtained through the use of the mWallet Application and NFC SIM Card, including:
- (i) payment for product(s) or service(s);
 - (ii) the top-up of the value of cards offered by a Payment Service Provider where applicable; and
 - (iii) such other services as may be set out in the mWallet Website from time to time.
- 1.1.14 **“mWallet Website”** means www.singtel.com/mwallet or such other internet website as SingTel Mobile may maintain in respect of the mWallet Application.
- 1.1.15 **“NFC”** means near field communications, which is a short range wireless technology.
- 1.1.16 **“NFC SIM Card”** means a smart card on which a user service identity module application resides and which is used for accessing 3G mobile telecommunication services. It includes a Secure Element, with capabilities to support the function in the NFC SIM Card that enables access to Payment Service.
- 1.1.17 **“NFC SIM Card Terms”** means the terms and conditions relating to the use of the NFC SIM Card, including any amendments thereto that SingTel Mobile may make from time to time in its discretion.
- 1.1.18 **“Payment Request”** shall have the meaning ascribed to it in Clause 3.4 .
- 1.1.19 **“Payment Service Providers”** means EZL, DBS, SingTel Group Corporations and such other third party service provider as may be set out in the mWallet Website from time to time, and **“Payment Service Provider”** means any one of them.
- 1.1.20 **“PIN”** means a personal identification number, which is created when you sign up for the mCash Service.

- 1.1.21 **“SingTel Data Protection Policy”** means the current version of the data protection policy available at <http://info.singtel.com/personal/dataprotection>.
- 1.1.22 **“Singapore Dollars”** or **“S\$”** means the lawful currency of Singapore.
- 1.1.23 **“SingTel Group Corporations”** means any entity within the group of companies under Singapore Telecommunications Limited (Company Registration Number 199201624D).
- 1.1.24 **“SingTel Mobile”** means SingTel Mobile Singapore Pte Ltd (Company Registration Number 201012456C) and its successors.
- 1.1.25 **“SMS”** means Short Message Service.
- 1.1.26 **“TEPL”** means Telecom Equipment Pte Ltd (Company Registration Number 198904636G) and its successors.
- 1.1.27 **“Terms”** means these mWallet Terms and Conditions, including any amendments thereto that SingTel Mobile may make from time to time in its discretion.
- 1.1.28 **“Third Party Content”** shall have the meaning ascribed to it in Clause 3.7.8.
- 1.1.29 **“Third Party Sites”** shall have the meaning ascribed to it in Clause 3.7.8.
- 1.1.30 **“You”** and **“Your”** means the person using the mWallet Application.
- 1.2** 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.
- 1.3** Where the context so admits, the singular shall include the plural and words in the masculine gender shall include the feminine gender and/or neuter gender and vice-versa.
- 1.4** Any reference in these Terms to any Clause shall be construed as a reference to the clauses of these Terms unless otherwise expressly stated.
- 1.5** The words “include” or “including” in these Terms shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import.
- 1.6** Any determination or decision that SingTel Mobile may make in its discretion under any provision of these Terms, may be exercised in SingTel Mobile’s sole and absolute discretion, and SingTel Mobile shall not be required to provide any reason or explanation for its determination or decision. Without prejudice to the foregoing, any reason or explanation provided by SingTel Mobile is for information only, shall not be binding on SingTel Mobile, and does not constitute any representation, warranty or undertaking as to future action or otherwise.
- 2. Eligibility and registration for the use of the mWallet Application**
- 2.1** You acknowledge and agree that before you are eligible to access and use the mWallet Application to effect or obtain the mWallet Service, you are required to satisfy all the criteria set forth in Clause 2.2, including any amendments thereto that SingTel Mobile may from time

to time make in its discretion.

- 2.2** You acknowledge, agree and warrant that you are, and will at all times be, in compliance with the following:
- 2.2.1** you are of legal age of majority to contract in the jurisdiction in which you reside (and in any event, no less than 18 years of age) and legally capable and permitted to accede to these Terms; and
 - 2.2.2** you are required to register for the mCash Service and comply with the provisions of the mCash Terms.
- 2.3** You acknowledge and agree that in order to be eligible to apply for and to continue to use the Payment Service, you are required to apply for and use the NFC SIM Card and comply with the provisions of the NFC SIM Card Terms.
- 2.4** You may register for the use of the mWallet Application to effect or obtain mWallet Service by submitting a request through the mWallet Application in such form and together with such supporting documentation and information as SingTel Mobile may require from time to time.
- 2.5** You warrant that any and all information provided by you to SingTel Mobile in connection with your access to and use of the mWallet Application (whether in the course of registering for the use of the mWallet Application or otherwise) shall be true, accurate and complete, and you shall promptly notify and update SingTel Mobile in the event of any change to such information.

3. Use of the mWallet Application

- 3.1** Subject to Clause 3.7, you may access and use the mWallet Application to effect or obtain the mWallet Service.
- 3.2** You will need a PIN to access and use the mWallet Application. You are responsible for safekeeping and maintaining the confidentiality of your PIN. You must not disclose to any person your PIN and shall not permit or authorise any person to use your PIN for any purpose whatsoever. You agree to take reasonable measures and all due care to protect your PIN against misuse by third parties.
- 3.3** You shall promptly notify SingTel Mobile upon discovering that your PIN is disclosed or your PIN has been used to access or use the mWallet Application without your authorisation, or that there has been any inappropriate or unauthorised access to or use of the mWallet Application.
- 3.4** You may at any time submit a request, in such manner and form and together with such valid information and supporting documentation as may be required from time to time, through the mWallet Application, for SingTel Mobile to instruct a Payment Service Provider to carry out the relevant mWallet Service for and on your behalf ("**Payment Request**").
- 3.5** You hereby authorise SingTel Mobile to instruct the relevant Payment Service Provider in respect of the mWallet Service to be carried out in connection with each Payment Request.
- 3.6** A Payment Request once made through the mWallet Application may not be cancelled,

withdrawn or amended unless SingTel Mobile in its discretion consents otherwise. SingTel Mobile shall not be liable to you if it does not or is unable to stop or prevent the implementation of any mWallet Service to be effected or obtained as a result of such Payment Request.

3.7 You acknowledge and agree that:

- 3.7.1 the access to and use of the mWallet Application is offered to you on an "as available, where available" basis;
- 3.7.2 any and all access and use by you of the mWallet Application shall be governed by these Terms;
- 3.7.3 you are solely responsible and liable for any access to and use of the mWallet Application effected through the use of your PIN (including Payment Requests made through the mWallet Application), notwithstanding that your PIN may have been used by any other person without your knowledge or authority;
- 3.7.4 your ability to use the mWallet Application to effect or obtain a mWallet Service is dependent on your entry into and compliance with a separate agreement, relating to such mWallet Service with the relevant Payment Service Provider, and may be subject to such processes as may be implemented by the relevant Payment Service Provider from time to time, and in particular, you acknowledge and agree that nothing in these Terms or in relation to SingTel Mobile making the mWallet Application available to you amounts to any representation or warranty that you will be able to use the mWallet Application to effect or obtain any of the mWallet Service;
- 3.7.5 the mWallet Service effected or obtained through the mWallet Application are provided by Payment Service Providers and, save as expressly stated otherwise in these Terms, you must pursue any claim, dispute or remedy with the relevant Payment Service Provider and SingTel Mobile shall not be responsible for any and all losses, liabilities, costs, damages, claims, expenses or compensations arising out of the mWallet Service (including any use, availability, unavailability or failure of any mWallet Service), and in this respect, SingTel Mobile's sole responsibility in respect of any Payment Request is limited to relaying such Payment Request to the relevant Payment Service Provider;
- 3.7.6 your access to and use of the mWallet Application is subject to such other guidelines, procedures, policies and regulations which may be prescribed, introduced, varied and/or amended by any applicable regulatory authority or law enforcement body from time to time;
- 3.7.7 you shall comply with all applicable laws and regulations when accessing and using the mWallet Application and obtaining or effecting any mWallet Service (including when making any Payment Request) and shall not access or use the mWallet Application for any unlawful purpose;
- 3.7.8 the mWallet Application may include links to sites on the Internet that are owned or operated by third parties ("**Third Party Sites**") and/or mobile applications, information, tools and other content that are owned or provided by third parties ("**Third Party Content**"), and if you choose to use (i) such links to access such Third Party Sites

and/or (ii) such Third Party Content, you agree to review and accept such Third Party Sites' and/or such Third Party Content's terms of use before accessing such Third Party Sites and/or using such Third Party Content; and

- 3.7.9** you access such Third Party Sites and use such Third Party Content at your own risk, the links to such Third Party Sites and such Third Party Content are made available to you on an "as is" basis, SingTel Mobile has no control over, excludes all liability for and does not assume any responsibility for material created or published by such Third Party Sites and/or such Third Party Content (including any inaccuracy, misrepresentation, error or omission of such Third Party Sites and/or Third Party Content), and by providing a link to such Third Party Sites and/or Third Party Content, SingTel Mobile does not imply that SingTel Mobile endorses such Third Party Sites and/or such Third Party Content or the products or services referenced in such Third Party Sites and/or Third Party Content.
- 3.8** SingTel Mobile grants you a limited, non-transferable and non-exclusive, revocable, free of charge, personal licence to use the mWallet Application in Singapore on a mobile device that you own or control for non-commercial purposes subject to these Terms.
- 3.9** You consent to receiving "push notifications" and SMS notifications from SingTel Mobile relating to your access to and use of the mWallet Application, including details of how and when to update the mWallet Application.
- 3.10** Data download charges apply to (i) any download of the mWallet Application; (ii) any upgrades you request in relation to the mWallet Application and (iii) the ongoing access to and use of the mWallet Application. Such charges are payable to your mobile service provider. Charges for SMS services shall also be payable to your mobile service provider in accordance with your mobile plan.
- 3.11** The mWallet Application may contain advertising material from third parties or any SingTel Group Corporation. You consent to receiving such advertising material from time to time. Advertisers are responsible for ensuring that material submitted for inclusion in the mWallet Application is accurate and complies with applicable laws. You acknowledge that SingTel Mobile is not responsible for the warranties, representations, accuracy, availability or any other information presented by such third parties or SingTel Group Corporation. The relevant third party shall be responsible for the provision of any goods and/or services advertised, including billing and customer services. Purchase of any products and/or services by you from such third parties shall be at your sole risk and responsibility.
- 3.12** SingTel Mobile reserves the right to investigate complaints or reported violations of these Terms and to take any action SingTel Mobile deems appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials or regulators and disclosing any information necessary or appropriate to such persons.
- 3.13** SingTel Mobile may, in its sole discretion, change, add or remove any feature or functionality of the mWallet Application at any time, including as a result of the acquisition and expiry of rights to content. Any changes in relation to the mWallet Application by SingTel Mobile shall become part of the mWallet Application and shall apply immediately. Your continued use of the mWallet Application (including the carrying out of any Payment Request) shall be deemed to be your conclusive acceptance of such changes.

- 3.14** SingTel Mobile will provide you with any technical or customer support in relation to your access to and use of the mWallet Application. The relevant Payment Service Provider in relation to any mWallet Service will be solely responsible for providing technical and customer support services with respect to such mWallet Service, as may be specified in the terms of service of such mWallet Service between you and the relevant Payment Service Provider (where applicable) or as required under applicable law.
- 3.15** You acknowledge that SingTel Mobile has entered into agreements with, and owes certain obligations to, the AppStore Providers as a result of SingTel Mobile's distribution of the mWallet Application on the relevant AppStore. SingTel Mobile excludes all liability to you for any loss or claims made by you arising from, or in relation to, any act or omission of SingTel Mobile relating in any way to any such agreement between SingTel Mobile and such AppStore Provider.
- 3.16** You represent and warrant that (a) you are not located in a country that is subject to US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country; and (b) you are not listed on any US Government list of prohibited or restricted parties.

4. Fees and Charges

- 4.1** SingTel Mobile reserves the right to impose, change and/or amend at any time the fees payable for your access to and use of the mWallet Application. Such changes and amendments shall be effective upon posting on the mWallet Website or on such date as may be otherwise stated. Your continued access to and use of the mWallet Application (including the making of any Payment Request) shall be deemed to be your conclusive acceptance of such changes and amendments to such fees.
- 4.2** You shall be solely responsible and liable for all fees and charges (including goods and services tax and all taxes imposed on or payable in respect of such fees and charges) which may be payable in respect of mWallet Service effected or obtained through the mWallet Application.
- 4.3** For the avoidance of any doubt, you acknowledge and agree that the use by you of any mobile services (such as SMS, data and/or telephone calls) in connection with your access to and use of the mWallet Application may entail additional charges with the respective mobile service providers and you shall be solely responsible and liable for such charges (where applicable).

5. Intellectual Property Rights

- 5.1** All Intellectual Property in or relating to the mWallet Application belongs solely to SingTel Mobile and its licensors. Nothing in these Terms shall be construed as granting you, by implication, estoppel or otherwise, any licence or right to use any Intellectual Property in or relating to the mWallet Application without the prior written consent of SingTel Mobile and/or its licensors. Any right not expressly granted herein is reserved.
- 5.2** You acknowledge and agree that the grant to you of a right to access and use the mWallet Application shall not be construed as granting, by implication, estoppel or otherwise, any licence or right to use the trademarks, tradenames, logos or service marks appearing on the mWallet Application without the prior written consent of SingTel Mobile and/or its licensors.

Any right not expressly granted herein is reserved.

5.3 You shall not, and shall not attempt or assist another person to, tamper, modify, reverse-engineer, disassemble, decompile, extract or otherwise attempt to derive any source code, algorithms, methods or techniques embodied in the mWallet Application (including the software or otherwise), in any manner not expressly permitted by SingTel Mobile. For the purposes of these Terms, "reverse-engineer" shall include the examination or analysis of the mWallet Application to determine the source code, structure, organisation, internal design, algorithms or encryption devices of the underlying technology of the mWallet Application.

5.4 You must not modify, pledge, sublicense, rent, lease, or create derivative works based on the mWallet Application, including its user interfaces. You must not use the mWallet Application for any unlawful or illegal activity or use the mWallet Application in a manner that violates any applicable laws or regulations. The source and object code of the mWallet Application constitute a trade secret of SingTel Mobile and must not be accessed, examined or shared except as permitted by applicable law.

6. Indemnity

6.1 To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless SingTel Mobile, all SingTel Group Corporations, and each of their directors, officers, employees, suppliers, licensors and agents, and any third party content providers (the "**Indemnified Parties**"), from and against any and all losses, liabilities, costs (including legal costs incurred in defending any such actions, claims or proceedings), damages, claims, expenses, actions and proceedings whatsoever, which may be brought or commenced against any Indemnified Party by any person or which any Indemnified Party may sustain, incur or suffer, as the case maybe, arising from or in connection with:

- (a) your access to and use of the mWallet Application;
- (b) your Payment Request; and/or
- (c) your breach of any provision of these Terms.

6.2 Your obligations under this Clause 6 shall survive any cessation of your access to and use of the mWallet Application. SingTel Mobile reserves the right to assume the defence and control of any claim, demand or action subject to indemnification by you, in which event you shall cooperate with SingTel Mobile in asserting any available defences.

7. Service Limitation, Exclusion and Limitation of Liability

7.1 You acknowledge and agree that, to the fullest extent permitted by applicable law, SingTel Mobile shall not be liable to you in any way (including but not limited to any act or omission on the part of SingTel Mobile) for any and all losses, liabilities, costs, damages, claims, expenses or compensations whatsoever, whether direct, indirect, special or consequential, in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with the mWallet Application, including:

- 7.1.1** as a result of any delay or inability on the part of SingTel Mobile in carrying out any Payment Request;

- 7.1.2 as a result of any Payment Request made using the mWallet Application being rejected by the relevant Payment Service Provider for being inaccurate, inadequate, incomplete, ambiguous or inconsistent in any way;
- 7.1.3 due to any failure, refusal, delay or error by any Payment Service Provider;
- 7.1.4 any access to or use of, or any inability to access or use the mWallet Application,
- 7.1.5 the disclosure by SingTel Mobile and/or any SingTel Group Corporation of any Customer Information where such disclosure is made in compliance with these Terms;
or
- 7.1.6 the use in any manner and/or for any purpose whatsoever by any person at any time whatsoever and from to time of any Customer Information, or information transmitted through the use of the mWallet Application and/or relating to the use of mWallet Service;

save where such losses, liabilities, costs, damages, claims, expenses or compensations arise directly as a result of SingTel Mobile's fraud, gross negligence or wilful misconduct.

- 7.2 To the extent that the limitation of liability set out in Clause 7.1 above is not permitted by law, SingTel Mobile's liability to you whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities caused or arising from or in relation to your access to and use of the mWallet Application or otherwise in relation to these Terms shall not exceed Singapore Dollars Ten (S\$10) or the actual loss or damage, whichever is the lower.
- 7.3 You acknowledge and agree that your access to and use of the mWallet Application is subject to the following:
 - 7.3.1 availability of a suitable mobile handset or device that is compatible for use with the mWallet Application;
 - 7.3.2 availability and connectivity of a suitable network infrastructure at the time when the mWallet Application is accessed and used; and
 - 7.3.3 geographic and technical capability of the mobile networks and delivery systems at the time and location when and where the mWallet Application is accessed and used.
- 7.4 You further acknowledge and agree that, to the fullest extent permitted by applicable law:
 - 7.4.1 without prejudice to Clause 7.5, SingTel Mobile expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind (including warranties of non-infringement of Intellectual Property rights), whether 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, merchantability or fitness for any particular purpose, relating to or arising from your access to and use of the mWallet Application;
 - 7.4.2 you are solely responsible for ensuring the accuracy, adequacy and completeness of each Payment Request made through the mWallet Application and SingTel Mobile

shall not be obliged to verify the accuracy, adequacy and completeness of any such Payment Request;

7.4.3 SingTel Mobile shall not be deemed to be in breach of these Terms by reason of any delay in performing, or any failure to perform, any of its obligations (including making the mWallet Application available to you), if the delay or failure was due to a Force Majeure Event.

7.5 SingTel Mobile does not represent or provide any warranties that:

7.5.1 your access to and use of the mWallet Application will meet your requirements;

7.5.2 the mWallet Application will always be available, accessible, or function or inter-operate with any other system to any extent; or

7.5.3 your access to and use of the mWallet Application will be uninterrupted, timely, secure or error-free.

8. Right to Collect, Use and Disclose Data and Information connected with the Customer Information

8.1 Save with your agreement, consent or authority (including agreement, consent and authority given or granted pursuant to Clause 8.3 and the SingTel Data Protection Policy), SingTel Mobile shall not collect, use or disclose Customer Information for any purpose other than the purposes permitted under the applicable law. In addition to Clause 8.3, you may give your agreement, consent or authority to all collection, use and disclosure by SingTel Mobile of Customer Information, for any purpose(s) requested by SingTel Mobile, by any form of writing or by your acceptance of any relevant terms and conditions (including in these Terms and SingTel Data Protection Policy) which refer to such consent or authority.

8.2 SingTel Mobile shall be entitled to request for, retrieve and collect any information from or relating to you from time to time which SingTel Mobile may require for the purposes of making the mWallet Application available to you, provision of the mWallet Service and/or mCash Service (including registration) and its performance of any of its obligations under these Terms.

8.3 You hereby affirmatively agree, consent to and authorises the collection, retrieval, use and disclosure, by and on behalf of SingTel Mobile, any and all Customer Information disclosed by you to SingTel Mobile and/or any SingTel Group Corporation or collected by SingTel Mobile (including any of your information collected, used or disclosed as described in the SingTel Data Protection Policy), in the manner and for the purposes set out in the SingTel Data Protection Policy, including for the following purposes:

8.3.1 considering whether to provide you with the services you applied for and processing your application for the services;

8.3.2 administering and/or managing your relationship and/or account with SingTel Mobile (including carrying out your instructions or responding to any enquiries by you);

8.3.3 carrying out verifications, conduct of anti-money laundering or countering the financing of terrorism checks, for any purpose in connection with any Payment

Request or to facilitate your access to and use of the mWallet Application, and provision of mWallet Service to you;

- 8.3.4 dealing in any matters relating to the services and/or products which you are applying for or have applied for (including the mailing of correspondence, statements, invoices, reports or notices to you, which could involve disclosure of certain personal data about you to bring about delivery of the same as well as on the external cover of envelopes/mail packages);
- 8.3.5 for meeting legal, regulatory and other compliance requirements (including disclosure to all government agencies and authorities, regulators, exchanges, clearing houses, markets or depositories); and
- 8.3.6 providing you with information, offering rewards, conducting market research and other survey, maintaining safety and security, and other purposes as further described in the SingTel Data Protection Policy

(collectively, the “**Purposes**”).

(i)

The provisions of this Clause 8 shall also constitute your consent for the purpose of the provisions of the Spam Control Act and other applicable law, unless otherwise notified in writing by you in the procedure as determined by SingTel Mobile (or SingTel Group Corporation) from time to time, including as may be described in the SingTel Data Protection Policy.

- 8.4 You hereby affirmatively agree, consent to and authorise the disclosure and/or transfer out of Singapore (if applicable), by and on behalf of SingTel Mobile, of your personal data, to its third party service providers or agents (including its lawyers), where such third party service providers or agents engaged by SingTel Mobile would be processing your personal data for SingTel Mobile for any of the Purposes.
- 8.5 You hereby represents, warrants and undertakes to SingTel Mobile that where you or your representative is responsible for the provision of any information or data relating to any natural person to SingTel Mobile, or actually provides any such information or data to SingTel Mobile, you have informed each such person and each such person has given consent to the SingTel Mobile’s collection, use and disclosure of their personal data as described under these Terms and the SingTel Data Protection Policy.
- 8.6 You agree that SingTel Mobile may retain all Customer Information disclosed by you or collected by SingTel Mobile in connection with your access to and use of the mWallet Application (including any Payment Request made through the mWallet Application and the time during which you access and use the mWallet Application) for the purposes of the mWallet Service and in compliance with all applicable laws and regulations.
- 8.7 If you wish to withdraw your consent given under this Clause 8, you are required to submit a request to SingTel Mobile (in such form as may be specified by SingTel Mobile from time to time).
- 8.8 You hereby consent to SingTel Mobile contacting you in any other manner at any time and

from time to time in relation to your access to and use of the mWallet Application.

9. Termination

- 9.1** SingTel Mobile may at any time suspend or terminate (indefinitely or for such period as SingTel Mobile may consider appropriate) the availability or use of the mWallet Application by posting a notice on the mWallet Website or by otherwise making such notice available in any other manner deemed appropriate by SingTel Mobile.
- 9.2** Notwithstanding Clause 9.1, SingTel Mobile may at any time suspend (indefinitely or for such period as SingTel Mobile may consider appropriate) your access to and use of the mWallet Application without being required to give you any prior notice or any reason for such suspension.
- 9.3** If you decide to suspend your access to and use of the mWallet Application, you are required to submit a request to SingTel Mobile (in such form as may be specified by SingTel Mobile from time to time) to effect such suspension. You acknowledge and agree that you will be subject to such terms and conditions as may be applicable in respect of such suspension.
- 9.4** If you decide to suspend or terminate the mWallet Service, you shall contact the relevant Payment Service Provider directly to effect the suspension or termination, subject to the terms and conditions that may be applicable for such suspension or termination.
- 9.5** You shall not be entitled to any payment, compensation or damages from SingTel Mobile in relation to the termination of your access to and use of the mWallet Application by SingTel Mobile. The termination of your access to and use of the mWallet Application shall not release you from any liability which at the time of termination has already accrued.
- 9.6** SingTel Mobile's right to suspend or terminate your access to and use of the mWallet Application shall be without prejudice to any other rights or remedies which SingTel Mobile may have under these Terms.
- 9.7** Upon the termination of your access to and use of the mWallet Application:
- 9.7.1** you shall immediately cease all access to and use of the mWallet Application;
 - 9.7.2** any Payment Request made using the mWallet Application that have not been completed will be terminated;
 - 9.7.3** all sums due or accruing due or payable to SingTel Mobile under these Terms up to and including the date of termination shall become immediately due and payable to SingTel Mobile; and
 - 9.7.4** save for provisions which expressly provide otherwise, neither SingTel Mobile nor you shall have any further obligations to each other under these Terms.

10. Set-off

- 10.1** Without prejudice and in addition to any right of set-off to which SingTel Mobile is otherwise entitled, SingTel Mobile may, at any time, upon written notice to you, set-off any amounts owing by you to SingTel Mobile against any amounts which SingTel Mobile owes to you.

Notwithstanding the foregoing, in the event that you breach any provision of these Terms, SingTel Mobile may perform such set-off without notice to you.

11. Amendment and Variation

11.1 SingTel Mobile reserves the right to amend, modify, add to or otherwise vary these Terms (including any amendments made to the SingTel Data Protection Policy) from time to time by giving seven (7) calendar days' notice thereof to you and any such amendment, modification or variations shall take effect as from the date specified in such notice. Any such notice given by SingTel Mobile in accordance with this Clause, by posting on mWallet Website or by otherwise making public such notice in any other manner deemed appropriate by SingTel Mobile, shall constitute good and sufficient notice thereof to you by SingTel Mobile and shall be deemed to have been received by you in accordance with this Clause or on the date of such posting or the making public of such notice, as applicable. Your continued access to and use of the mWallet Application (including the making of any Payment Request) shall be deemed to be your conclusive acceptance of such amendments, modifications or variations to these Terms and you shall be bound by these Terms so amended.

12. Waiver

12.1 No failure to exercise or enforce, and no delay on the part of SingTel Mobile in exercising or enforcing its rights under these Terms shall operate as a waiver thereof nor shall such failure or delay in any way prejudice or affect the rights of SingTel Mobile at any time.

13. Assignment

13.1 You shall not assign, transfer or encumber any or all of your rights, interests and obligations under these Terms without the prior written consent of SingTel Mobile.

13.2 SingTel Mobile may assign and transfer any or all of its rights, interests and obligations under these Terms to any SingTel Group Corporation. Any such assignment or transfer shall take effect upon posting on the mWallet Website or on such date as may be otherwise stated. In the event that SingTel Mobile assigns and transfers all its rights, interests and obligations under these Terms:

13.2.1 all references to SingTel Mobile in these Terms shall upon and after any such assignment and transfer be construed as a reference to the assignee and transferee of SingTel Mobile; and

13.2.2 such assignee and transferee shall be entitled to enforce all rights and perform all obligations of SingTel Mobile and to be paid all sums due from you under these Terms as at the date of such assignment and transfer thereafter.

14. Applicable Laws

14.1 These Terms herein shall be subject to and construed in accordance with the laws of the Republic of Singapore and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

15. Notices and Correspondence

15.1 All notices and communications by SingTel Mobile to you may be sent or despatched to you by delivery, post, e-mail, SMS or facsimile transmission or any other means deemed appropriate by SingTel Mobile, to your e-mail or other address or mobile or facsimile number appearing in any of your records maintained by SingTel Mobile or from which any communication by you to SingTel Mobile was despatched or issued or otherwise last known to SingTel Mobile. Any such notice, demand or communication addressed and so despatched to you shall be deemed to have been received by you:

15.1.1 in the case of despatch by e-mail, SMS or facsimile transmission or other instantaneous electronic communications, immediately upon transmission by SingTel Mobile;

15.1.2 in the case of despatch by delivery to your address, on the date and at the time it was so delivered or left at that address; and

15.1.3 in the case of despatch by post:

(i) to any address in Singapore, on the next day after it was posted by SingTel Mobile; or

(ii) to any address outside Singapore, on the seventh (7th) day after it was posted by SingTel Mobile.

15.2 All notices and requests from you to SingTel Mobile shall be in writing unless otherwise specified by SingTel Mobile to you. SingTel Mobile shall be entitled to regard as ineffective and invalid any notice or request by you the receipt of which has not been confirmed by SingTel Mobile to you.

16. Severability

16.1 Any part of any provision of these Terms 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 part of these Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

17. Third Party Rights

17.1 Save for the SingTel Group Corporations, no person who is not a party to these Terms has any right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or enjoy the benefit of any provision of these Terms.

Terms and Conditions for mWallet Application (Effective 3 June 2014)