

General Terms and Conditions for mobile remittance (mRemit Service)

1. Definitions and Interpretations

1.1 In these General Terms and Conditions for mRemit Service, the following words and expressions shall have the following meanings:

“**AML**” means anti-money laundering.

“**Beneficiary**” in relation to a Customer, means an individual who is designated by such Customer to receive funds via the mRemit Service, subject nevertheless to Clause 3.5.

“**Business Day**” means a day, other than a Saturday, Sunday or public holiday in Singapore, on which banks are open for the transaction of general business in Singapore.

“**CFT**” means countering the financing of terrorism.

“**Converted Amount**” means, in respect of an mRemit Transaction, the amount in the local currency of the relevant Territory that is credited into a Beneficiary’s mWallet or made available by the relevant MNO for a Beneficiary’s self-collection, after converting the Remittance Amount based on the applicable Exchange Rate for the time being, subject nevertheless to the relevant terms of the MNO Service which may apply to such transaction.

“**Customer**” means an individual whose Registration Application has been accepted by SingCash and in relation to whom the provision of the mRemit Service by SingCash has not been suspended or terminated for any reason whatsoever.

“**Customer Information**” means, in relation to a Customer, all information which SingCash obtains as a result of Customer’s use of the mRemit Service or in connection with the contract or agreement between the Customer and SingCash, including any information which relates to mRemit Transaction, information which identifies or which relates to an individual (including Beneficiary), whether true or not, and any information of a Customer collected, used or disclosed as described in the SingTel Data Protection Policy.

“**Exchange Rate**” in relation to an mRemit Transaction, means the rate at which the Remittance Amount is converted into the Converted Amount.

“**General Terms**” means these General Terms and Conditions for mRemit Service, including any amendments thereto that SingCash may make from time to time in its sole and absolute discretion.

“**IDA**” means the Info-communications Development Authority of Singapore.

“**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.

“**mCash Account**” means a pre-paid stored value facility or account that is offered by TEPL and is capable of being used to perform certain transactions.

“**mCash Service**” means the services offered by TEPL to individuals in connection with the provision of an mCash Account to such individuals.

“**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 sole and absolute discretion.

“**MNO**” means an overseas mobile network operator who operates an MNO Service in a relevant Territory and who has entered into an agreement with SingCash to participate in the provision of the mRemit Service.

“**MNO Service**” means the service provided by an MNO to its customers, comprising of access to an mWallet for electronic receipt, payment, cash-out and settlement services, and/or any other cash-out or settlement services.

“**mRemit Service**” means the cross border remittance service provided by SingCash that enables a Customer to remit funds to the Customer's designated Beneficiaries in the manner and subject to the terms and conditions set out in these General Terms.

“**mRemit Transaction**” means a remittance transaction performed at the Customer's request using the mRemit Service to transfer funds to a Beneficiary in the relevant Territory.

“**mWallet**” means a virtual wallet or stored value facility to which funds may be credited and from which payments may be made.

“**SingTel Data Protection Policy**” means the current version of the data protection policy available at <http://info.singtel.com/personal/dataprotection>.

“SingTel mWallet” means an application for suitable mobile devices (available for download from online application store(s)) offered by SingTel Mobile with such functionalities as SingTel Mobile may determine from time to time at its discretion.

“Registration Application” shall have the meaning ascribed to it in Clause 3.1.

“Remittance Amount” means, in respect of an mRemit Transaction, the amount in Singapore Dollars, as specified by a Customer to be remitted to the relevant Beneficiary when making a Transaction Request (prior to any conversion of such amount).

“Singapore Dollars” or **“S\$”** means the lawful currency of Singapore.

“SingCash” means SingCash Pte. Ltd. (Company Registration Number 201106360E).

“SingCash Counter” means a physical counter operated by SingCash in Singapore to provide services in relation to the mRemit Service to Customers.

“SingCash Website” means <http://www.singtel.com/mremit> or such other internet website as SingCash may maintain in respect of the mRemit Service.

“SingTel Group Corporation” means any entity within the group of companies under Singapore Telecommunications Limited (Company Registration Number 199201624D).

“SingTel Mobile” means SingTel Mobile Singapore Pte Ltd (Company Registration Number 201012456C) and its successors.

“SMS” shall have the meaning ascribed to it in Clause 4.1(b).

“TEPL” means Telecom Equipment Pte Ltd (Company Registration Number 198904636G).

“Territory” means the Philippines, Indonesia or any other country designated as a participant country by SingCash in its sole and absolute discretion from time to time.

“Transaction Request” shall have the meaning ascribed to it in Clause 4.1.

- 1.2 The headings or titles to the Clauses in these General Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these General 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 General Terms to any Clause shall be construed as a reference to a clause in these General Terms unless otherwise expressly stated.
- 1.5 The words “include” or “including” in these General 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.

2. Eligibility for the application and use of the mRemit Service

2.1 The Customer acknowledges and agrees that in order to be eligible to apply for and to continue to use the mRemit Service:

- (a) the Customer is required to comply with the provisions of these General Terms including specific criteria in relation to the relevant Territory as set out by SingCash from time to time; and
- (b) the Customer is required to register for the mCash Service and comply with the provisions of the mCash Terms.

2.2 The Customer acknowledges and agrees that the Customer:

- (a) is of legal age of majority to contract in the jurisdiction in which the Customer resides (and in any event, no less than eighteen (18) years of age) and legally capable and permitted to accede to these General Terms; and
- (b) has full capacity, authority and legal right to enter into and engage in mRemit Transactions,

and has taken or obtained all necessary action and consents to authorise the Customer's entry into and performance of the Customer's obligations in respect thereof in accordance with all applicable laws and regulations.

3. Registration For mRemit Service

3.1 Any individual who wishes to be registered as a Customer of the mRemit Service must submit an application (in such form as SingCash may require from time to time) (“**Registration Application**”) through any one of the following channels:

- (a) in person at a SingCash Counter or such other authorised locations as may be determined by SingCash from time to time; or
- (b) over the internet through the SingCash Website (when available); or
- (c) at roadshows organised by SingCash from time to time.

Each Registration Application must be followed with the submission, in person and at a SingCash Counter (or roadshow location if any), of such supporting documentation and information as SingCash may require from time to time in order to identify the individual. All information provided in or pursuant to such Registration Application must be truthful, accurate and complete as at the time of application and throughout such time as the individual is a Customer of the mRemit Service. SingCash may take up to three (3) Business Days to process any Registration Application.

3.2 The Customer is also required to provide SingCash with such information relating to each Beneficiary as may be required by SingCash and/or the relevant MNO in the Territory to which the Customer proposes to remit monies to such Beneficiary using the mRemit Service. The information to be submitted by the Customer under this Clause 3.2 shall be submitted by the Customer:

- (a) in person at a SingCash Counter (or roadshow location if any); or
- (b) over the internet through the SingCash Website (when available).

The Customer shall notify SingCash of any change to a Beneficiary's information (including in relation to any change of such Beneficiary).

3.3 SingCash retains the sole and absolute discretion to approve or reject any Registration Application in whole or in part (including in relation to the designation of any Beneficiaries). SingCash shall not be required to provide any reason or explanation for its decision. Without prejudice to the foregoing, any reason or explanation provided by SingCash is for information only, shall not be binding on SingCash, and does not constitute any representation, warranty or undertaking as to future action or otherwise.

3.4 Each individual shall be notified whether his or her Registration Application has been accepted or rejected by SingCash.

3.5 Each Customer may only designate a maximum of five (5) Beneficiaries in any Registration Application.

3.6 The Customer may only register for and use the mRemit Service on his own behalf and for the transfer of his own funds and not on behalf of any other person.

4. Terms of Use for mRemit Service

4.1 Each Customer 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 by SingCash from time to time, for SingCash to perform and complete an mRemit

Transaction (“**Transaction Request**”). A Transaction Request may be made by the Customer:

- (a) in person at any SingCash Counter;
- (b) via Short Message Service (“**SMS**”);
- (c) via SingTel mWallet; or
- (d) by using such services as SingCash or any SingTel Group Corporation may offer from time to time,

provided always that a Customer is required to hold a valid mCash Account in order to submit a Transaction Request.

4.2 The Customer shall confirm and endorse the truthfulness, accuracy and completeness (as at the time of the Transaction Request) of all information provided by the Customer to SingCash in respect of such Transaction Request (including, where appropriate or required by SingCash, information provided by the Customer when registering for the mRemit Service) in such manner and form as may be required by SingCash from time to time (including by signing an acknowledgment receipt). Without prejudice to the generality of the foregoing, where a Transaction Request is submitted via SMS or SingTel mWallet, the completion and submission by the Customer of each procedural step of such Transaction Request shall be deemed to be the Customer’s confirmation and endorsement of the truthfulness, accuracy and completeness of all information provided by the Customer to SingCash in respect of such Transaction Request.

4.3 The Customer may make enquiries in relation to SingCash’s prevailing exchange rates between any two currencies:

- (a) in person at a SingCash Counter where SingCash will quote the prevailing exchange rate for the time being to the Customer at the point of the Customer’s enquiry at the SingCash Counter;
- (b) via SMS or SingTel mWallet, where SingCash will quote the prevailing exchange rate for the time being to the Customer; or
- (c) by calling SingTel’s Customer Care Hotline at 1688, where the prevailing exchange rate quoted shall be that for the time being.

SingCash does not, and shall not at any time be deemed to, make any representation or warranty to the Customer that the exchange rate quoted is the best available foreign currency exchange rate and/or that the exchange rate quoted will be the Exchange Rate applied at the time of submission of any Transaction Request. The Customer shall at all

times rely on the Customer's own judgment in deciding whether to accept the prevailing Exchange Rate for the mRemit Transaction. Once the Customer proceeds to make the Transaction Request, the Customer shall be deemed to have accepted the prevailing Exchange Rate at the time of submission of a Transaction Request (as determined by SingCash in its sole and absolute discretion) and SingCash will not entertain any refund or dispute over the Exchange Rate (including any dispute in relation to any disparity between the exchange rate quoted in any of the modes set out in sub-paragraphs (a) to (c) above and the prevailing Exchange Rate in relation to any mRemit Transaction).

- 4.4 The Customer hereby authorises SingCash to instruct TEPL in respect of the Customer's mCash Account in connection with each Transaction Request.
- 4.5 The Remittance Amount and all applicable fees must be paid by the Customer before SingCash is obliged to perform or process any mRemit Transaction. Where a Customer is making a Transaction Request:
 - (a) at a SingCash Counter, the Customer shall make such payment by cash; or
 - (b) via SMS or SingTel mWallet, the Customer shall make such payment by using the monies in the Customer's mCash Account.
- 4.6 The Remittance Amount may only be converted into the local currency of the Territory to which the moneys are to be remitted. The conversion of the Remittance Amount into the Converted Amount in respect of an mRemit Transaction shall be performed at the prevailing Exchange Rate at the time of submission of the Transaction Request (as determined by SingCash in its sole and absolute discretion).
- 4.7 Where a Customer makes a Transaction Request in respect of an mRemit Transaction at a SingCash Counter, the Customer will be issued a receipt once the Transaction Request is accepted and has been processed at the SingCash Counter. The receipt will, at the minimum, specify the Remittance Amount, the Exchange Rate and the Converted Amount. Where a Customer makes a Transaction Request via SMS or SingTel mWallet, SingCash will send an SMS notification to the Customer once the Transaction Request is accepted and has been processed. The SMS notification will, at the minimum, specify the Remittance Amount, the Exchange Rate and the Converted Amount.
- 4.8 The Customer acknowledges and agrees that the continued provision of the mRemit Service to the Customer and the acceptance and performance by SingCash of each mRemit Transaction pursuant to each Transaction Request is subject to the following conditions:
 - (a) that the Customer is at all times acting only on his own behalf and not on behalf of a third party;

- (b) the Customer having provided SingCash with complete, accurate and up-to-date information (including but not limited to full names, addresses and mobile numbers) of the Customer and the Beneficiaries (as at the date of the Transaction Request);
- (c) the Customer having successfully passed all due diligence, checks and verifications of information or otherwise including anti-fraud, anti-terrorism and AML verification, as may be conducted by SingCash from time to time;
- (d) each Beneficiary having successfully passed all due diligence, checks and verifications of information or otherwise including anti-fraud, anti-terrorism and AML verification, as may be conducted by SingCash and/or the relevant MNO from time to time;
- (e) each Beneficiary having been duly registered with the relevant MNO for the MNO Service (or otherwise eligible to use the MNO Service) or, if the Beneficiary has not been duly registered at the time of the Transaction Request, such Beneficiary having performed the requisite registration within the time specified by the relevant MNO;
- (f) each Beneficiary complying with all the terms and conditions imposed by the relevant MNO for such relevant MNO's MNO Service;
- (g) the acceptance of each mRemit Transaction by the relevant MNO;
- (h) satisfaction of such criteria as may be notified by SingCash from time to time in respect of the performance of the mRemit Transaction in the relevant Territory;
- (i) where the payment is to be made by using the monies in the Customer's mCash Account, the Customer having sufficient monies in the Customer's mCash Account to fulfil each Transaction Request; and
- (j) the Customer having paid all applicable fees.

4.9 The Customer acknowledges and agrees that, without prejudice to Clause 3.2, in order for a Beneficiary to receive funds via the mRemit Service, such Beneficiary must, and it is the Customer's sole responsibility to ensure that such Beneficiary shall at all relevant times:

- (a) be eligible to use the relevant MNO's MNO Service; and
- (b) comply with the terms relating thereto,

and the Customer further acknowledges and agrees that the transfer of funds to any Beneficiary under the mRemit Service shall at all times be subject to any applicable limitations or restrictions under the terms referred to in Clause 4.9(b) above.

4.10 The Remittance Amounts for the Customer's mRemit Transactions shall be subject to an aggregate daily maximum limit of Singapore Dollars One Thousand (S\$3,000) (or such other amount as SingCash may determine in its sole and absolute discretion) and a monthly aggregate maximum limit of Singapore Dollars Three Thousand (S\$9,000) (or such other amount as SingCash may determine in its sole and absolute discretion). SingCash may, at its sole and absolute discretion, alter any limit or impose additional limits on mRemit Transactions, whether on a per transaction basis or an aggregated basis, without prior notice to the Customer.

4.11 If the Transaction Request is accepted and processed, the Remittance Amount will be remitted and the mRemit Transaction will be deemed to have been completed and the Beneficiary will be deemed to have received the funds once the Converted Amount is remitted into the Beneficiary's mWallet or collected in person by the Beneficiary (where applicable). SingCash will make reasonable efforts to ensure that the mRemit Transactions are processed and performed in a timely manner, but makes no representations or warranties regarding the time needed to complete processing or to remit the amount to the relevant MNO or into the Beneficiary's mWallet, and will not be liable for any loss or damage to the Customer or the Beneficiary due to any delay in the processing of the mRemit Transaction, the remittance of the Remittance Amount, or the receipt of the Converted Amount by the Beneficiary, save where such loss or damage is directly and solely caused by SingCash's fraud, gross negligence or wilful misconduct.

4.12 If the Converted Amount:

(a) cannot be remitted to the Beneficiary's mWallet (including where the Beneficiary does not or is unable to register with the relevant MNO for such relevant MNO's MNO Service), or

(b) fails to be collected in person by the Beneficiary,

within seven (7) calendar days of the date of the relevant Transaction Request, Customer agrees that the mRemit Transaction to be carried out pursuant to such Transaction Request shall be cancelled and SingCash shall refund the Remittance Amount to the Customer in accordance with the provisions of Clause 5.

4.13 Save as set out for in Clause 4.12, SingCash shall be entitled, in its sole and absolute discretion, to refuse to perform and/or complete any mRemit Transaction (including where the Customer fails to fulfill any of the conditions set out in Clause 4.8), in which case SingCash shall refund the Remittance Amount (or part thereof) in respect of such mRemit Transaction in accordance with Clause 5.

4.14 The Customer shall:

- (a) in making any Registration Application or Transaction Request, or in using the mRemit Service to enter into any mRemit Transaction, comply with all applicable laws, regulations, policies and guidelines;
- (b) ensure that all information provided to SingCash (including any Beneficiary's information) is complete, accurate and up-to-date, and in the event of any change in such information, promptly inform SingCash of any such change in person at a SingCash Counter, in such form and with such valid supporting documentation as may be required by SingCash from time to time;
- (c) upon request by SingCash, provide SingCash, to SingCash's satisfaction, with copies of valid documents issued by a governmental authority evidencing the Customer's identity;
- (d) exercise caution when transferring any Remittance Amount to unfamiliar Beneficiaries and always be alert to the possibility of fraud; and
- (e) bear the sole responsibility for the use and safeguard of its personal information (including password and/or pin number) when using the mRemit Service and the Customer is responsible for all its Transaction Request.

4.15 A Transaction Request once given to SingCash may not be cancelled, withdrawn or amended by the Customer unless SingCash in its sole and absolute discretion consents otherwise. SingCash has no liability if it does not or is unable to stop or prevent the implementation of the mRemit Transaction.

4.16 Without prejudice to any other rights of SingCash under these General Terms, SingCash shall be entitled to suspend, and the Customer shall not be entitled to utilise, the mRemit Service if there are two (2) days or less to the expiry of any identification document referred to in Clause 4.14(c) or if such identification document has expired.

4.17 The Customer shall bear the sole risk and responsibility for the use of the mRemit Service and agrees that it is solely responsible for evaluating the accuracy, completeness and usefulness of all opinions, advice and other information received with respect to the mRemit Service in determining whether to use the mRemit Service.

4.18 Without prejudice to Clause 4.8(a), the Customer shall use the mRemit Service solely for the Customer's personal remittance needs. Any remittance of funds on behalf of any third party or for any purpose or to any recipient which is prohibited by any applicable law shall be void and the Customer shall have no rights under these General Terms in respect of such remittance.

- 4.19 The Customer accepts SingCash's records of mRemit Transactions as final and conclusive and binding for all purposes, in the absence of manifest error.
- 4.20 SingCash may record any telephone conversation with the Customer without notice to or consent from the Customer. The Customer agrees that such recordings shall be admissible in evidence in any proceedings and shall be binding on the Customer.

5. Refunds

5.1 SingCash shall refund the Customer the Remittance Amount (subject to Clause 5.3) under the following circumstances and conditions:

- (a) where, in relation to a completed mRemit Transaction, the Customer had provided SingCash with erroneous information with respect to the Beneficiary to whom the Remittance Amount was to be remitted, provided that the Customer reported such error at a SingCash Counter within one (1) day from the date on which such mRemit Transaction was completed, and the Converted Amount has not been credited to the wrong Beneficiary's mWallet and there is sufficient stored value in the erroneously named Beneficiary's mWallet to reverse the mRemit Transaction, or the Converted Amount has not been cashed-out by the Beneficiary.
- (b) the Beneficiary is a new customer of the relevant MNO and does not:
- (i) perform the requisite "Know Your Customer" verification procedures with the relevant MNO; and
 - (i) fulfill the requisite "Know Your Customer" verification criteria, within seven (7) calendar days from the date funds are first accepted from the Customer for remittance pursuant to a Transaction Request;
- (c) where SingCash has refused to perform and/or complete any mRemit Transaction pursuant to Clause 4.13; or
- (d) where SingCash at its sole and absolute discretion agrees to refund the Remittance Amount (or part thereof).

5.2 Where SingCash approves the Customer's request for a refund of the Remittance Amount (or any part thereof), SingCash will notify the Customer as soon as practicable (in any case no later than thirty (30) calendar days from date of approval by SingCash). Where a Transaction Request is carried out by a Customer at a SingCash Counter, the refund shall be made to the Customer in person at the SingCash Counter. Where a

Transaction Request is carried out by a Customer via SMS or SingTel mWallet, the refund shall be made by crediting the Customer's mCash Account.

- 5.3 Refunds will only be made in Singapore Dollars, and will be for the amount of the Converted Amount converted into Singapore Dollars at such exchange rate as may be determined by SingCash at its sole and absolute discretion, less any fees or charges, including any administrative fees charged by SingCash for any refund, and any fees or charges which may be imposed by the relevant MNO. Refund amounts will not be adjusted to account for changes in the value of the Singapore Dollar against the converted currency from the time that the mRemit Transaction was submitted.

6. Fees and Charges

- 6.1 SingCash shall be entitled to charge the Customer a fee for each mRemit Transaction and an administration fee for any refund of the Remittance Amount (or part thereof). The quantum of such fees shall be as determined by SingCash and posted on the SingCash Website from time to time. The Customer may at any time make an enquiry as to the quantum of such fees by calling SingTel's Customer Care Hotline at 1688.
- 6.2 SingCash reserves the right to change and amend at any time the fees for the mRemit Service and the administrative fees for any refund of the Remittance Amount (or part thereof) by SingCash to the Customer. Such changes and amendments shall be effective upon posting on the SingCash Website or on such date as may be otherwise stated. The Customer's continued use of the mRemit Service or submission of any Transaction Request shall be deemed to be the Customer's conclusive acceptance of such changes and amendments to such fees.
- 6.3 For the avoidance of any doubt, the Customer acknowledges and agrees that the use by the Customer of any mobile services such as SMS, data and/or telephone calls may entail additional charges with the respective mobile service providers and the Customer shall be responsible for such charges (where applicable).
- 6.4 The Customer shall bear and pay all taxes (including goods and services taxes) imposed under applicable laws.

7. Intellectual Property Rights

- 7.1 All Intellectual Property in or relating to the mRemit Service belongs solely to SingCash and its licensors. Nothing in these General Terms shall be construed as granting the Customer, by implication, estoppel or otherwise, any licence or right to use any Intellectual Property in or relating to the mRemit Service without the prior written consent of SingCash. Any rights not expressly granted herein are reserved.

7.2 The Customer shall not, and shall not attempt or assist another person to, tamper, modify, reverse-engineer, disassemble, decompile or otherwise attempt to derive the source code of the mRemit Service including the software or otherwise, in any manner not expressly permitted by SingCash. For the purposes of this Agreement, "reverse engineer" shall include the examination or analysis of the mRemit Service to determine the source code, structure, organisation, internal design, algorithms or encryption devices of the underlying technology of the mRemit Service.

8. Indemnity

8.1 To the extent permitted by applicable law, the Customer shall indemnify, defend and hold harmless SingCash, all SingTel Group Corporations, and each of their directors, officers, employees, suppliers, MNOs, licensors and agents (the "**Indemnified Parties**"), from and against any and all losses, damages, claims, costs (including legal costs incurred in defending any such actions, claims or proceedings), expenses, actions, claims 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 may be, arising out of or in connection with or by reason of:

- (a) the Customer's use of the mRemit Service;
- (b) any mRemit Transaction carried out pursuant to any Transaction Request made by the Customer; or
- (c) the Customer's breach of any provision of these General Terms,

save where such losses, damages, claims, costs, expenses, actions, claims and proceedings are directly and solely caused by SingCash's gross negligence or wilful misconduct.

8.2 The Customer's obligations under this Clause 8 shall survive any termination of the Customer's relationship with SingCash or the Customer's use of the mRemit Service. SingCash reserves the right to assume the defence and control of any claims, demands and actions, subject to indemnification by the Customer, in which event the Customer shall cooperate with SingCash in asserting any available defences.

9. Service Limitation, Exclusion and Limitation of Liability

9.1 The Customer acknowledges and agrees that the provision of the mRemit Service to the Customer is subject to the following:

- (a) service conditions which may depend on (without limitation) currency availability, regulatory issues, foreign exchange controls, any relevant bank's and any MNO's hours of operation, local and foreign holidays;

- (b) availability and connectivity of a suitable network infrastructure at the time when the mRemit Service is requested or performed; and
- (c) geographic and technical capability of the mobile networks and delivery systems at the time and location when and where the mRemit Service is requested or performed.

9.2 The Customer further acknowledges and accepts that, to the extent permitted by applicable law:

- (a) without prejudice to Clause 9.4, SingCash 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, relating to or arising from the use of the mRemit Service or the performance by SingCash of any mRemit Transaction;
- (b) the Customer is solely responsible for ensuring the accuracy, adequacy and completeness of each Transaction Request, including details of the Beneficiary. SingCash shall not be obliged to verify the accuracy, adequacy and completeness of any Transaction Request. SingCash shall not be responsible for any losses, liabilities, costs, expenses, damages, claims or compensations suffered by the Customer as a result of any Transaction Request being inaccurate, inadequate, incomplete, ambiguous or inconsistent in any way, or any failure, refusal, delay or error by any third party through whom the mRemit Transaction is made to the intended Beneficiary; and
- (c) SingCash shall not be liable in any way to the Customer for any and all losses, liabilities, costs, expenses, damages, claims or compensations (including any refunds, save for the refunds in Clause 5) whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise), save where such losses or damages arise directly as a result of SingCash's fraud, gross negligence or wilful misconduct, in connection with:
 - (i) the provision and use of the mRemit Service (including any unauthorised use and/or access of the mRemit Service);
 - (ii) the performance of any mRemit Transaction (including any fraudulent mRemit Transaction);
 - (iii) any failure, delay, interruption to or disruption of the mRemit Service or in the transmission or receipt of any data through the performance of the mRemit Transaction howsoever caused or arising;

- (iv) any event the occurrence of which SingCash is not able to control or avoid by the use of reasonable diligence, including the failure, shortage or interruption of electrical power or supply, riots or civil commotion, strikes, lock outs or trade or labour disputes or disturbances, plague, epidemic or quarantine, fire, flood, drought or acts of any government or sovereign, change in any laws, acts of war or terrorism (whether real or perceived), the defaults, omissions or actions of any IDA licensee or any telecommunications service provider, inclement or extreme weather conditions and acts of God;
- (v) the disclosure by SingCash and/or any SingTel Group Corporation of any Customer Information where such disclosure is made in compliance with these General Terms;
- (vi) the use in any manner and/or for any purpose whatsoever by any person at any time whatsoever and from time to time of any Customer Information or information transmitted through the use of the mRemit Service and/or relating to the use of the mRemit Service;
- (vii) any error, omission or inaccuracy in any information provided by SingCash whether to the Customer or any person and whether in any publication relating to the mRemit Service or as part of or in connection with the mRemit Service; and/or
- (viii) the suspension, termination or discontinuance of the mRemit Service.

9.3 To the extent that the limitation of liability set out above is not permitted by law, SingCash's liability to the Customer 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 SingCash's provision or operation of the mRemit Service or relating to these General Terms shall not exceed the aggregate of the fees paid by the Customer to SingCash for the mRemit Service during the last three (3) months immediately preceding the time of the claim by the Customer.

9.4 SingCash does not represent or provide any warranty that:

- (a) the mRemit Service will meet the Customer's requirements;
- (b) the mRemit Service will always be available, accessible, function or inter-operate with any MNO Service, the Customer's mWallet, any Beneficiary's mWallet, any mobile network, network infrastructure, system or otherwise to any extent, or such other services as SingCash may offer from time to time; and

- (c) the Customer's use of the mRemit Service or SingCash's performance of the mRemit Transaction will be uninterrupted, timely, secure or error-free.

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

- 10.1 Save with the Customer's agreement, consent or authority (including agreement, consent and authority given or granted pursuant to Clause 10.3 and the SingTel Data Protection Policy), SingCash shall not collect, use or disclose Customer Information for any purpose other than the purposes permitted under the applicable law. In addition to Clause 10.3, the Customer may give its agreement, consent or authority to all collection, use and disclosure by SingCash of Customer Information, for any purpose(s) requested by SingCash, by any form of writing or by the acceptance by the Customer of any relevant terms and conditions (including in the General Terms and SingTel Data Protection Policy) which refer to such consent or authority.
- 10.2 SingCash shall be entitled to request for, retrieve and collect any information from or relating to the Customer from time to time which SingCash may require for the purposes of the mRemit Service and its performance of any of its obligations under these General Terms.
- 10.3 The Customer hereby affirmatively agree, consents to and authorises the collection, retrieval, use and disclosure by and on behalf of SingCash any and all Customer Information disclosed by the Customer to SingCash and/or SingTel Group Corporation, or collected by SingCash (including any information of a Customer 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:
 - (a) considering whether to provide Customer with the services that Customer applied for and processing Customer's application for the services;
 - (b) administering and/or managing Customer's relationship and/or account with SingCash (including carrying out Customer's instructions or responding to any enquiries by Customer);
 - (c) carrying out verifications, the conduct of AML and CFT checks or otherwise to facilitate the provision of the mRemit Service and/or the provision of the mCash Service by TEPL;
 - (d) dealing in any matters relating to the services and/or products which Customer is applying for or has applied for (including the mailing of correspondence, statements, invoices, reports or notices to the Customer, which could involve

disclosure of certain personal data about Customer to bring about delivery of the same as well as on the external cover of envelopes/mail packages);

- (e) investigating fraud, misconduct, any unlawful action or omission, whether relating to Customer's application, Customer's claims or any other matter relating to your relationship and/or account with SingCash, and whether or not there is any suspicious of the aforementioned;
- (f) for meeting legal, regulatory and other compliance requirements (including disclosure to all government agencies and authorities, regulators, exchanges, clearing houses, markets or depositories); and
- (g) for 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**").

The provisions of this Clause 10.3 shall constitute consent of the Customer for the purpose of the provisions of the Spam Control Act and other applicable law, unless otherwise notified in writing by the Customer in the procedure as determined by SingCash (or SingTel Group Corporation) from time to time, including as may be described in the SingTel Data Protection Policy.

- 10.4 The Customer hereby affirmatively agree, consent to and authorise the disclosure and/or transfer out of Singapore, by and on behalf of SingCash, of Customer Information, to its third party service providers or agents (including its lawyers), where such third party service providers or agents engaged by SingCash would be processing the Customer Information for SingCash for any of the Purposes, and to the relevant Beneficiary in respect of the mRemit Service.
- 10.5 The Customer hereby represents, warrants and undertakes to SingCash that where the Customer is responsible for the provision of any information or data relating to any natural person to SingCash, or actually provides any such information or data to SingCash, the Customer has informed each such person and each such person has given consent to SingCash's collection, use and disclosure of their personal data as described under these General Terms and in the SingTel Data Protection Policy.

- 10.6 Customers who wish to withdraw the consent referred to in this Clause 10 shall submit a request (in such form as specified by SingCash from time to time) at any SingCash Counter for such withdrawal whereupon the mRemit Service in relation to the relevant mRemit Transaction and the relevant Beneficiary shall be terminated.
- 10.7 The Customer agrees that SingCash may retain all Customer Information disclosed by the Customer for the purposes of the mRemit Service and in compliance with the applicable laws and regulations.
- 10.8 The Customer hereby consents to SingCash sending SMS notifications to the Customer or contacting the Customer in any other manner at any time and from time to time in relation to the mRemit Service.

11. Termination

- 11.1 SingCash reserves all rights to suspend (indefinitely or for such period as SingCash may consider appropriate) or terminate the mRemit Service (in whole or in respect of any particular Territory) at any time by giving written notice to the Customer, and such notice shall be effective upon posting on the SingCash Website or on such date as may be otherwise stated.
- 11.2 Notwithstanding anything contained herein and without prejudice to Clause 11.1, SingCash may suspend or terminate the provision of the mRemit Service to the Customer immediately by written notice to the Customer if:
- (a) the Customer has, or SingCash has reason to believe that the Customer has, committed a breach of any of the provisions of these General Terms;
 - (b) SingCash has reason to believe that the Customer has misused or is likely to misuse the mRemit Service (including any unauthorised use or for any criminal or illegal purpose);
 - (c) SingCash has reason to believe that the Customer is using the mRemit Service or making any Transaction Request, on behalf of another party;
 - (d) SingCash is required to do so in order to comply with any applicable law or any direction, order or requirement of any regulatory authority or law enforcement body;
 - (e) there is a material security threat to the mRemit Service or any other services provided by SingCash (including risk of money laundering or terrorist financing, hacking or through the introduction of viruses or other malicious code);

- (f) the Customer becomes bankrupt or generally fails or is unable to pay any of its debts as they mature, or any action is taken by any creditor of the Customer to recover, realise or enforce any security over any assets of the Customer or to enforce any judgment against the Customer;
 - (g) the Customer causes or is likely to cause any failure, interruption, disruption or congestion of or in any network, system or services (whether of SingCash or any other person) relating to the mRemit Service;
 - (h) in the opinion of SingCash, the Customer has perpetrated a fraud on SingCash or any SingTel Group Corporation or has conducted itself in a manner which may result in perpetrating (or which, in the opinion of SingCash, constitutes an attempt to perpetrate) a fraud on SingCash or any SingTel Group Corporation;
 - (i) the Customer dies, or becomes mentally incapacitated or suffers some other form of legal disability; or
 - (j) any representation or warranty made by the Customer to SingCash is incorrect or misleading.
- 11.3 The Customer shall not be entitled to any payment, compensation or damages from SingCash in relation to the termination of the provision of the mRemit Service to the Customer, except for the refunds in the circumstances specified in Clause 5.1. The termination of the provision of the mRemit Service to the Customer shall not release the Customer from any liability which at the time of termination has already accrued.
- 11.4 SingCash's right to suspend or terminate the mRemit Service shall be without prejudice to any other rights or remedies which SingCash may have under these General Terms.
- 11.5 Upon termination of the provision of the mRemit Service (whether in whole or in respect of any particular Territory or in respect of the Customer):
- (a) the Customer shall immediately cease to have any right or benefit as a Customer under these General Terms;
 - (b) any mRemit Transactions that have not been completed will be terminated and the amounts remitted will be refunded to the Customer in accordance with the provisions of Clause 5.3;
 - (c) all sums due or accruing due or payable to SingCash under these General Terms up to and including the date of termination shall become immediately due and payable to SingCash; and

- (d) save for provisions which expressly provide otherwise, neither SingCash nor the Customer shall have any further obligations to the other under these General Terms.

12. Set-off

- 12.1 Without prejudice and in addition to any right of set-off to which SingCash is otherwise entitled, SingCash may, at any time, upon written notice to the Customer, set-off any amounts owing by the Customer to SingCash against any amounts which SingCash owes to the Customer, and SingCash is hereby authorised to effect any necessary conversions at its then prevailing exchange rates. Notwithstanding the foregoing, in the event that the Customer breaches any provision of these General Terms, SingCash may perform such set-off without notice to the Customer.

13. Amendment and Variation

- 13.1 SingCash reserves the right to amend, modify, add to or otherwise vary these General Terms (including any amendments made to the SingTel Data Protection Policy) from time to time by giving seven (7) calendar days' notice thereof to the Customer and any such amendment, modification or supplement shall take effect as from the date specified in such notice. Any such notice given by SingCash in accordance with this clause, by posting on the SingCash Website or by otherwise making public such notice in any other such manner deemed appropriate by SingCash, shall constitute good and sufficient notice thereof to the Customer by SingCash and shall be deemed to have been received by the Customer in accordance with the Clause or on the date of such posting or the making public of such notice, as applicable. The Customer's continued use of the mRemit Service or submission of any Transaction Request shall be deemed to be the Customer's conclusive acceptance of such amendments, modifications or variations to these General Terms and the Customer shall be bound by these General Terms so amended.

14. Waiver

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

15. Assignment

- 15.1 The Customer shall not assign, transfer or encumber any or all of its rights, interest and obligations under these General Terms without the prior written consent of SingCash.

15.2 The Customer agrees that SingCash may assign and transfer any or all of its rights, interests and obligations under these General Terms to any SingTel Group Corporation at SingCash's discretion and without any further consent or agreement required on the part of the Customer. Any such assignment or transfer shall take effect upon posting on the SingCash Website or on such date as may be stated. In the event that SingCash assigns and transfers all its rights, interest and obligations under these General Terms:

- (a) all references to SingCash in these General Terms shall upon and after any such assignment and transfer be construed as a reference to the assignee and transferee of SingCash; and
- (b) such assignee and transferee shall be entitled to enforce all rights and perform all obligations of SingCash and to be paid all sums due from the Customer under these General Terms as at the date of such assignment and transfer thereafter.

16. Applicable Laws, Jurisdiction and Service of Process

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

16.2 Without prejudice to SingCash's right to serve process in any other manner permitted by law, SingCash may effect service on the Customer of any writ, summons or other process or documents by leaving it at or sending it by ordinary post to the Customer's last known address. Such process shall be deemed validly served on the Customer:

- (a) in the case of service by leaving at the Customer's last known address, immediately; and
- (b) in the case of service by post,
 - (i) to any address in Singapore, two (2) days after it was posted by SingCash; or
 - (ii) to any address outside Singapore, fourteen (14) days after it was posted by SingCash,

and the Customer agrees that the Customer shall be deemed to have adequate and sufficient notice of such process.

17. Notices and Correspondence

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

- (a) in the case of despatch by e-mail, SMS or facsimile transmission or other instantaneous electronic communications, immediately upon transmission by SingCash;
- (b) in the case of despatch by delivery to the address of the Customer, on the date and at the time it was so delivered or left at that address; and
- (c) in the case of despatch by post:
 - (i) to any address in Singapore, on the next day after it was posted by SingCash; or
 - (ii) to any address outside Singapore, on the seventh (7th) day after it was posted by SingCash.

17.2 All notices and requests from the Customer to SingCash shall be in writing unless SingCash specifies to the Customer otherwise. SingCash shall be entitled to regard as ineffective and invalid any notice or request of the Customer the receipt of which has not been confirmed by SingCash to the Customer.

18. Severability

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

19. Third Party Rights

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