

Specific Terms And Conditions for 'hi!Share International' Prepaid Airtime Top-Up Value Added Service ("hi!Share International Terms")

1. Incorporation by Reference

In addition to the General Terms, the Specific Terms and the Acceptable Use Policy as may be amended from time to time (which terms and conditions are deemed incorporated by reference), the Customer shall be bound by the following hi!Share International Terms.

2. Definitions and Interpretation

In these hi!Share International Terms, the following words and expressions shall have the following meanings:

"Acceptable Use Policy" means SingTel Mobile's Acceptable Use Policy (http://home.singtel.com/terms/default.asp?source=mobile&product_name=mobile_aup).

"Customer" means any prepaid mobile subscriber of SingTel Mobile who utilises the Service.

"General Terms" refers to Singapore Telecommunications Limited's General Terms and Conditions of Service.

"Main Account" refers to the Customer's charging account against the use of all chargeable international prepaid airtime top-ups.

"Service" refers to the service offered by SingTel Mobile enabling Customers to purchase pre-defined top-up denominations for supported prepaid mobile number accounts not based in Singapore.

"SingTel Mobile" refers to SingTel Mobile Singapore Pte Ltd (CRN: 201012456C).

"Specific Terms" refers to Singapore Telecommunications Limited's Specific Terms and Conditions of Service.

"Receiver" refers to the recipient of the Customer's international prepaid airtime top-up value, and who is not based in Singapore.

The words and expressions used in these hi!Share International Terms shall have the same meanings as defined in the General Terms and/or the Specific Terms unless the context otherwise requires.

The headings or titles to the clauses in these hi!Share International Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these hi!Share International Terms.

3. Use of the Service

3.1 The Service is available to all SingTel Mobile prepaid mobile subscribers with an active prepaid account at the time of using the Service.

3.2 The Service enables Customers to purchase pre-defined top-up denominations for supported prepaid mobile number accounts in the following countries:-

- (i) Bangladesh
- (ii) China
- (iii) India
- (iv) Indonesia
- (v) Malaysia
- (vi) Philippines

(vii) Thailand

- 3.3 The pre-defined top-up denomination shall be displayed in the relevant overseas currency (e.g. MYR for Malaysia) and the corresponding pre-defined amount that will be deducted from the Customer's Main Account shall be displayed in Singapore Dollars (SGD) on the Customer's SMS transaction message.
- 3.4 Upon purchase by the Customer, the pre-defined amount as displayed in SGD shall be deducted from the Customer's existing Main Account and shall result in the corresponding pre-defined top-up of the Receiver's prepaid mobile account overseas.
- 3.5 SingTel Mobile reserves the right to amend the pricing of the top-up amounts where and when applicable.
- 3.6 SingTel Mobile shall not, in any circumstances, entertain any claim by the Customer for a refund once the international prepaid airtime top-up transaction has been effected and the corresponding pre-defined top-up value is debited to the Receiver's prepaid mobile account overseas.
- 3.7 The Service may only be used up to a maximum of five (5) times per day in respect of each SingTel Mobile prepaid mobile account; and subject further to a maximum top-up value of \$200 or 30 times for each SingTel Mobile prepaid mobile account over a consecutive thirty (30) day period. SingTel Mobile reserves the right to reject any use of the Service if any of the above limits are exceeded or will be exceeded.

4. Customer's Obligations and Acknowledgments

- 4.1 The Customer shall use, and shall procure that any person the Customer permits or allows to use the Service shall use the Service in accordance with the Acceptable Use Policy and with such other guidelines, rules and requirements as SingTel Mobile may issue from time to time, or any law.
- 4.2 The Customer acknowledges and agrees that:
- 4.2.1 the Customer shall use the Service for personal and non-commercial purposes only;
 - 4.2.2 the Customer shall not use the Service or permit the use of the Service in any manner which may adversely affect SingTel Mobile's network, or other Customers' use of the Service and/or any other service provided to such Customers, as SingTel Mobile may reasonably determine;
 - 4.2.3 the Service is offered to the Customer on an "as is" basis;
 - 4.2.4 the Customer is responsible for obtaining access to the Service and complying with these hi!Share International Terms; and
 - 4.2.5 use of the Service constitutes acceptance of these hi!Share International Terms.

5. Service Limitations and Exclusion of Liability

- 5.1 The Customer acknowledges that Service availability is subject to:
- 5.1.1 the Customer's retention of an active SingTel Mobile prepaid mobile account;
 - 5.1.2 the geographic and technical capability of the SingTel Mobile network and of SingTel Mobile's delivery systems at the time and location when the Service is requested or delivered.
- 5.2 SingTel Mobile expressly excludes any guarantees, representations, warranties, conditions, terms or undertakings of any kind, 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, timelines, currency, non-infringement, merchantability or fitness for any particular purpose in relation to the Service.

- 5.3 The Customer accepts that the Customer is fully responsible for his use of the Service, and in no circumstances shall SingTel Mobile be liable for any loss, damage, claim or compensation of whatever nature arising from or related to the Service including but not limited to any alleged unauthorized transactions, disruptions, errors, defects or unavailability of Service, loss of data or damage to any mobile equipment of the Customer.
- 5.4 The Customer accepts and acknowledges that SingTel Mobile may suspend, terminate and/or discontinue the Service and/or access of any Customer to the Service or any part thereof at any time in its sole and absolute discretion without prior notice and without any liability whatsoever to the Customer.

6. General

- 6.1 The Customer shall be bound by and shall fully observe and comply with all the General Terms, the Specific Terms and the Acceptable Use Policy as well as such other terms and conditions as may be agreed or accepted by the Customer. The rights and protections conferred on SingTel Mobile under these hi!Share International Terms shall be additional to the rights and protections conferred on SingTel Mobile under the General Terms, the Specific Terms and the Acceptable Use Policy and any other terms and conditions agreed or accepted by the Customer.
- 6.2 Any clause in the General Terms, the Specific Terms, the Acceptable Use Policy or any other terms and conditions as may be agreed or accepted by the Customer, that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other clauses, which clauses shall continue to be valid and enforceable to the fullest extent permitted by law.
- 6.3 SingTel Mobile reserves the right to alter, modify, add to or otherwise vary these hi!Share International Terms from time to time by notice to the Customer in such manner as SingTel Mobile deems appropriate. The Customer shall be bound by the terms and conditions so amended. In any event, if the Customer continues to use the Service after such notice, the Customer shall be deemed to have accepted the amendments.

Terms and Conditions for 'hi!Share Singapore' ("hi!Share Singapore Terms")

4. Definitions

1.1 In these hi!Share Singapore Terms, the following words and expressions shall have the following meanings:

"Customer" refers to an active SingTel Mobile prepaid customer.

"Domestic Prepaid Airtime" refers to prepaid airtime minutes which may only be used for local calls.

"General Terms" refers to Singapore Telecommunications Limited's General Terms and Conditions of Service (available at <http://info.singtel.com/terms-general>).

"hi!Share Singapore" refers to a service by SingTel Mobile which enables a User to transfer Domestic Prepaid Airtime top-up fixed denominations to a Recipient for the purposes of topping up the Recipient's account.

"Main Account" refers to the User's main charging account from which Domestic Prepaid Airtime shall be deducted from.

"Recipient" refers to a Customer who receives Domestic Prepaid Airtime from a User.

"SingTel Mobile" refers to SingTel Mobile Singapore Pte Ltd (CRN: 201012456C).

"Special Bonus Account" refers to the Recipient's stored value account to which Domestic Prepaid Airtime from a User shall be transferred to.

"Specific Terms" refers to Singapore Telecommunications Limited's Specific Terms and Conditions of Service.

"User" refers to a Customer who uses hi!Share Singapore to transfer Domestic Prepaid Airtime to a Recipient.

1.2 The words and expressions used in these hi!Share Singapore Terms shall have the same meanings as defined in the General Terms and/or the Specific Terms unless the context otherwise requires.

1.3 The headings or titles to the clauses in these hi!Share Singapore Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these hi!Share Singapore Terms.

2. Use of hi!Share Singapore

2.1 By using hi!Share Singapore, the Customer is deemed to have accepted these hi!Share Singapore Terms, the General Terms and the Specific Terms, which are incorporated by reference.

2.2 User may activate hi!Share Singapore via Short Messaging System (SMS) shortcode.

2.3 Upon activation of hi!Share Singapore:

a. The User will be required to select the desired fixed denomination that he wishes to top-up the Recipient's account with. The transaction fee shall be charged for each successful top-up. All amounts shall be displayed in Singapore Dollars.

b. Upon the User's confirmation, the top-up amount and transaction fee will be deducted from the User's Main Account. The corresponding top-up amount will be credited to the Recipient's Special Bonus Account and if the

Recipient's Special Bonus Account is due to expire within the next fourteen (14) days, the validity of the Recipient's Special Bonus Account shall automatically be extended by fourteen (14) days from the date of top-up. Other existing terms and conditions relating to the Recipient's Special Bonus Account shall apply accordingly.

2.4 Under no circumstances shall SingTel Mobile provide a refund to the User (whether in cash or otherwise) once the top-up amount and transaction fee is deducted from the User's Main Account.

2.5 SingTel Mobile reserves the right to amend the prepaid top-up fixed denominations and transaction fee at any time.

3. Top Up Limits

3.1 Users can perform up to:

- i. a maximum of two (2) top-up transactions per day; or
- ii. a maximum of S\$100 in top-up value per rolling thirty (30) days.

4. Disclaimer and Limitation of Liability

4.1 hi!Share Singapore is offered to Customers on an "as is" basis by SingTel Mobile without any representation, warranty or liability whatsoever. SingTel Mobile expressly disclaims to the fullest extent permitted by law all express, implied and statutory warranties, including without limitation, warranties as to quality, merchantability, and fitness.

4.2 Under no circumstances shall SingTel Mobile have any liability to the Customer, including for direct, indirect, incidental, consequential, special, exemplary, and punitive damages, and whether such claim is based on breach of warranty, contract, tort (including negligence) or otherwise and even if SingTel Mobile has been advised of the possibility of such damages. The above shall apply whether the claim or the damages arise from use, misuse, unauthorised use, or reliance on hi!Share Singapore, or from inability to use hi!Share Singapore, or from the interruption, suspension, or termination of hi!Share Singapore. The above shall apply notwithstanding a failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

5. Miscellaneous

4.1 SingTel Mobile reserves the right in its sole and absolute discretion to discontinue, terminate, suspend in whole or in part, hi!Share Singapore without providing notice and without any liability.

4.2 hi!Share Singapore is to be used for personal and non-commercial purpose only and is subject to SingTel Mobile's fair usage policy. SingTel Mobile shall have the sole discretion to assess whether a Customer's usage is excessive or abusive, in which event SingTel Mobile reserves the right to suspend, modify, any usage abuse of hi!Share Singapore.

4.3 These hi!Share Singapore Terms may be amended by SingTel Mobile from time to time as SingTel Mobile deems appropriate and any such amendments shall be posted on <http://www.singtel.com/prepaid>, and shall take effect from the date that they are so posted. Customer shall be bound by any such amendments if he continues to access or use hi!Share Singapore after the date such amendments are posted.