

Facebook Plan Terms and Conditions

1. Definitions

In these Facebook Plan Terms and Conditions, the following words and expressions shall have the following meanings:

“**Approved Scope**” refers to the scope of use of the Facebook that is within the Facebook Plan, as described in Clause 2.3.

“**Expiry Date**” refers to the last day of the Subscription Period, which day shall end at 2359 hours.

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

“**Main Account**” refers to a Subscriber's' main charging account that will be used to deduct the Subscription Fees.

“**SingTel Mobile**” refers to SingTel Mobile Singapore Pte Ltd (CRN: 201012456C).

“**Subscriber**” refers to an eligible SingTel Mobile pre-paid customer who subscribes for the Facebook Plan.

“**Subscription Fee**” refers to the charges for the Facebook Plan subscribed by the Subscriber, details of which are set out Clause 2.2.

“**Subscription Period**” refers to the validity period of the subscription once subscribed as stipulated in the relevant Facebook Plan.

“**Facebook**” refers to a third party mobile application offered by Facebook, Inc.

“**Facebook Plan**” refers to the data price plan, as described in Clause 2.2, offered by SingTel Mobile to enable Subscribers to use Facebook for the Subscription Period, without incurring additional data charges.

“**Facebook Terms & Conditions**” refers to the terms and conditions imposed by Facebook Inc for download and use of Facebook.

The words and expressions used in the Facebook Plan 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 the Facebook Plan Terms and Conditions are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of the Facebook Plan.

2. Scope and Use of Facebook Plan

2.1 The Subscriber acknowledges that the purchase and/or use of the Facebook Plan is governed by:

- (a) General Terms;
- (b) Facebook Plan Terms and Conditions; and
- (c) Facebook Terms and Conditions,

which are deemed incorporated by reference. The Subscriber shall be bound by these terms and conditions.

2.2 The Facebook Plan will be offered in various denominations, the details of which are as set out in the table below and SingTel Mobile shall have the sole and absolute discretion to vary or revise any or all of them from time to time and such variation or revision shall take effect from the date determined by SingTel Mobile. The Subscription Fee for the Facebook Plan shall be deducted from the Subscriber's Main Account as follows;

| Facebook Plan | Price |
|---------------|--------|
| 1 Day Plan | \$0.50 |
| 7 Day Plan | \$3.00 |
| 30 Day Plan | \$6.00 |

2.3 The Facebook Plan only applies to browsing of newsfeed, timeline, walls, photos, and/or videos that are being directly uploaded onto Facebook, which are delivered within Singapore through the following applications and devices :

- (a) Facebook for iPhone application.
- (b) Facebook for Android application.
- (c) Facebook for every mobile phone (Java application).
- (d) m.facebook.com (Facebook mobile website).
- (e) www.facebook.com.

For avoidance of any doubt, the Facebook Plan does not cover access through Opera Mini browser or the access through Facebook application on BlackBerry.

2.4 The purchase fee of Facebook (if any) is not included in the Subscription Fee. Subscribers will incur data charges for download of Facebook and use of features and functionalities of the Facebook beyond the Approved Scope.

2.5 Standard charges will apply including but not limited to the following:

- (a) The use of voice and video call features;
- (b) External links in newsfeed, timelines, walls, etc.
- (c) External URLs in comments, messages, etc.
- (d) Links to applications.
- (e) Links to external advertisements.
- (f) Enabling or navigating to features that rely on location services.
- (g) Facebook features that navigate you out of the site and/or application such as "Get Directions", "Buy Tickets", etc. and/or importing contacts from an external email domain, clicking on a user's email address, etc.

2.6 The Facebook Plan will not be available on SingTel Prepaid Broadband subscriber identification module (SIM).

3. Expiry, Maximum Plan Validity and Fair Usage

3.1 The Facebook Plan will be valid for use according to the Subscription Period purchased by the Subscriber. For the purpose of clarity, subscription will commence from the time of confirmed purchase and end at 2359 hours on the Expiry Date. For example, if a Subscriber subscribed for a 1 Day Plan on 1st December 2013 at 1400 hours, the Subscriber will be entitled to use the Facebook Plan for 1 Day and the Subscriber's subscription will end on 2nd December 2013 at 2359 hours.

3.2 The Subscriber may renew or extend their Facebook Plan by purchasing any of the Facebook Plans on a continuous basis, subject to a maximum usage period of 90 days.

3.3 The Facebook Plan is to be used strictly for personal and non-commercial purpose only and is subject to SingTel's fair usage policy. For Facebook Plan, fair usage is set at 1GB per day. SingTel shall have the sole and absolute discretion to change the fair usage policy and to assess whether a Customer's usage is excessive or abusive, in which event SingTel Mobile reserves the right to suspend, modify or terminate the Facebook Plan immediately without notice to the Subscriber.

4 Indemnity, Disclaimer and Limitation of Liability

4.1 The Subscriber shall indemnify, defend and hold SingTel Mobile harmless from and against all and any claims, demands, proceedings, costs, expenses, damages (including legal costs) arising from the

Subscriber's use of Facebook including any loss or liability suffered or incurred by SingTel Mobile as a result of the Subscriber's breach of Facebook Terms and Conditions.

4.2 Facebook Plan is offered to the Subscriber on a "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, fitness for a particular purpose and non-infringement of proprietary or intellectual property rights. Without limiting the above, the Subscriber agrees that SingTel Mobile does not warrant that (i) the Facebook Plan will meet the Subscriber's requirements; (ii) access to the Facebook will be uninterrupted, timely, secure, or error-free; or (iii) the contents of Facebook will be accurate, up-to-date or reliable.

4.3 Under no circumstances shall SingTel Mobile have any liability to the Subscriber, 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 Facebook or Facebook Plan, from inability to use the Facebook, or from the interruption, suspension, or termination of Facebook. The above shall apply notwithstanding a failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

4.4 The Subscriber acknowledges that through the use of Facebook, the Subscriber may gain access to or be provided with content, material, tools or services from persons other than SingTel Mobile. The Subscriber agrees that SingTel Mobile is not responsible for the availability of and that SingTel Mobile does not endorse and is not responsible or liable for the same.

5. Miscellaneous

5.1 Under no circumstances shall SingTel Mobile provide a refund to the Subscriber (whether in cash or otherwise) for the unexpired Subscription Period of a purchased Facebook Plan.

5.2 SingTel Mobile reserves the right in its sole and absolute discretion to discontinue, terminate, suspend in whole or in part, the Facebook Plan without providing notice and without any liability.

5.3 The Subscriber shall not use the Facebook Plan for any commercial, promotional or such unauthorised purposes.

5.4 These Facebook Plan Terms and Conditions may be amended by SingTel Mobile from time to time as SingTel Mobile deems appropriate and any such amendments shall be posted on (www.singtel.com/prepaid) and shall take effect from the date that they are so posted. The Subscriber shall be bound by these Facebook Plan Terms and Conditions as so amended if the Subscriber continues to access or use the Facebook Plan after the date such amendments are posted.

5.5 Use of the Facebook Plan will constitute the Subscriber's acceptance of these Facebook Plan Terms and conditions.

5.6 Subscriber agrees that SingTel Mobile shall be entitled to use and/or disclose any information or data disclosed by the Subscriber in accordance to Clause 15 of the General Terms and Conditions. The Subscribers are entitled to withdraw such consent in the procedures as prescribed by SingTel Mobile from time to time.

Effective on 13 Jan 2015