#### **CCS Mobile Terms and Conditions**

- 1. General Mobile Terms & Conditions
- 1.1 All prices include 7% GST, unless expressly stated otherwise.
- 1.2 There is a one-time registration fee of \$10.70 and SIM card fee of \$37.45 for the application of a new Mobile line or additional supplementary line.
- 1.3 An administrative fee of \$10.70 applies for existing Customers who are re-contracting their line. Change of a SIM card is \$37.45 for existing Customers.
- 1.4 All our existing post-paid Mobile plan Customers under a Device Agreement can convert to Corporate Individual Scheme Mobile plan <u>after the first 12month of contract by paying a conversion fee of \$160.50.</u>
- 1.5 All our Mobile plans can enjoy free incoming calls till 31 December 2020.
- An excess local call is charged at 16.05 cents per minute. The charging basis starts from an initial block of 1 minute and subsequent blocks of 6 seconds rounded to the nearest cent on a per call basis. For 1800 Toll Free/1900 Premium Service numbers, standard local call charges apply.
- 1.7 Each excess SMS is charged at 5.35 cents. Each excess MMS is charged at 32.10¢/MMS (<30KB) or 85.60¢/MMS (>30KB). Each excess global SMS is charged at 18 cents.
- 1.8 Bundled data on our Mobile Plans are for local usage only.
- 1.9 Pay per use local data service is pre-activated for all Mobile (Post-paid) Mobile plans. Pay per use local data usage is charged at a rate of \$0.01/2KB (min. of \$0.50/100KB), up to \$10.70/GB and capped at \$188/month, with effect from 16 October 2013.
- (i) Usage within the bundled data shall be computed in blocks of 100KB even if less than 100KB is used; and
- (ii) Excess data usage beyond the bundled data and Pay per use local data service shall be charged at a minimum of \$0.50/100KB.
- 1.10 Excess local 3G data usage for i-connect Mobile Plans with Mobile BroadBand add-on service is charged at up to 1GB at \$5.35 and capped at \$94/month. For new and re-contracting 3G customers from 16 September 2013 onwards, excess local data usage is charged at up to 1GB at \$10.70 and data capped at \$188/month.
- 1.11 The typical speed range of surfing on 3G/4G refer to download speeds that you can experience 80% of the time, over a 24-hour period at various locations with 3G/4G coverage. The speed range may vary between users and is subject to device used, hardware and software limitation, 3G/4G network coverage/traffic, distance between user and base station, nature of built-up area, source of website and other external factors.

- 1.12 Additional standard roaming charges will apply for overseas usage of calls, SMS and data services to all our Mobile Plan customers
- 1.13 Please refer to Appendix 1 for Specific Terms and Conditions for Mobile Plans and CCS Mobile services Acceptable Use Policy at Appendix 1A CCS reserves the rights to amend terms & conditions without prior notice.
- 2. Temporary Suspension of Mobile Line Service ("TOS")
- 2.1 TOS is only applicable to all our Mobile Plans except MobileShare
- 2.2 Customers must have served a minimum of 3 months service to be eligible for TOS.
- 2.3 CCS reserves the right to implement a processing fee of \$21.40 (including GST) for each successful TOS application, and an additional processing fee of \$21.40 (including GST) at the end of the TOS period to reconnect the line. A monthly recurring charge of \$10.70 shall be applied for the duration of the suspension period.
- 2.4 A Mobile line can only be suspended for a maximum duration of 12 consecutive months, after which CCS Mobile shall automatically reconnect the line on the Customer's original plan. A Customer may, at the end of the TOS period, request for the line to be reconnected on a different plan but downgrade charges may apply. In the event that the Customer's original plan is no longer available at the time of reconnection, CCS Mobile shall reconnect the line on the nearest equivalent available price plan. At least 3 months must elapse before the line can be suspended again.
- 2.5 If the Customer has a Device Agreement at the start of the TOS period, the Device Agreement will be temporarily suspended together with the line. The Device Agreement will continue when the line is reconnected. The period of the suspension will not count towards any minimum subscription period that is applicable including minimum subscription periods applicable to the line or to the Device Agreement.
- 2.6 If the Customer has any existing add-ons subscriptions at the start of the TOS period, these add-ons shall be terminated and the Customer may be liable for any applicable recovery fees for the add-ons.

## 3. 4G Network

3.1 4G service charges will be waived permanently for Customers who sign up or re-contract on all our Mobile Plans. For other Mobile Plans, the 4G service charges will be waived for a limited period only. CCS Mobile reserves the right to levy charges or amend the charges anytime by prior notice to Customers in accordance with CCS's General Terms & Conditions of Service.

#### 4. 4G Clear Voice

- 4.1 4G Clear Voice is a service that is offered to CCS Mobile Post-paid Customers with 4G service on all our Mobile plans and available only with sign up of a new Mobile plan or re-contract an existing Mobile plan with eligible device.
- 4.2 4G Clear Voice service is only available for local usage.

- 4.3 Local call usage is deducted from the bundled minutes on the Mobile plan and, if applicable, local call add-ons.
- 4.4 Free local incoming calls are applicable to 4G voice minutes on all our Mobile Plans and valid until 31 December 2020.
- 5. CCS WiFi Service (refers to our partner's Singtel Wifi Network)
- 5.1 CCS WiFi ("Service") will be provisioned, free of charge, for Customers who sign up for or re-contract on CCS Mobile i-connect (i-connect 2 & above) Mobile plans ("i-connect Plans"), i-connect Mobile BroadBand 2 and above plans, Easy Mobile M and above plans and CCS SIM Only Starter Pack. This service will also be available to the MobileShare Supplementary plans that are linked to i-connect Plans, i-connect Mobile BroadBand 2 and above plans.
- 5.2 The Service will commence on 19 August 2014 and end on 31 March 2018 ("Free Service Period"). The Service will be offered, free of charge, only during the Free Service Period, regardless of the time of application. CCS Mobile reserves the right to levy charges or amend the charges anytime by prior notice to Customers in accordance with CCS's General Terms & Conditions of Service.
- 5.3 Your usage of and access to the CCS WiFi service means that you agree to our sharing of your device data (MSSIDN, MAC Address, location and duration where device assess CCS WiFi, data usage per session, IMEI, statistics on page views) with our business partners, in order for them to conduct consumer and market research and/or analysis. Should you disagree with the sharing of your device data, please do not connect to CCS WiFi at all CCS WiFi hotspots.
- 5.4 CCS Mobile does not guarantee the suitability of the Service for any specific application or purpose intended by the Customer. Signal strength may vary or fail altogether due to certain factors which are not within CCS Mobile's control, including, but not limited to, building structure, building material, natural or artificial barriers, electrical or electromechanical interference and/or weather conditions. CCS Mobile shall not be liable for any loss or damage arising from such interference or failure.
- 5.5 Typical download speed is the range of download speed that the Customer can experience 80% of the time on CCS WiFi. The speed range may vary between users and is subject to device used, hardware and software limitation, distance between user and WiFi access point, source of website and other external factors.
- 5.6 The Customer accepts and agrees that CCS Mobile does not warrant that the Service will be provided uninterrupted or free from errors or that any identified defect will be corrected.
- 5.7 CCS Mobile shall not be liable to the Customer for any loss, liability, costs and/or damage whatsoever (whether direct, indirect or consequential) in respect of any matter howsoever arising (whether in tort, negligence or otherwise) in connection with the provision and/or use of the Service.
- 5.8 The Customer agrees not to use the Service in violation of any laws or regulations applicable from time to time; or to misuse the Service in any manner deemed inappropriate by CCS Mobile; or to allow any use of the Service to interfere with other users' access to and use of the Service.

- 5.9 CCS Mobile reserves the right at its absolute discretion to discontinue and/or suspend the Service whether in whole or in part without any liability whatsoever to the Customer.
- 5.10 CCS Mobile reserves the right to amend these terms any time by prior written notice to the Customer in such manner as CCS Mobile deems appropriate.
- 6. Add-on Services Bundled with Mobile Plan
- 6.1 New Customers on i-connect Mobile Plans and SIM Only Plans can enjoy free Voicemail for 24 months. Thereafter, Voicemail add-on shall revert to full charges at prevailing rates upon expiry of the promotional period. Customers who opt out of Voicemail can choose to opt in to free Local Missed Call Alert add-on.
- 6.2 Free Pay-As-U-Roam is automatically provisioned unless Customer opts out or they have subscribed to an AutoRoam add-on. A surcharge will apply to Pay-As-U-Roam Customers for overseas usage of calls, SMS and data services. Please refer to appendix 2 for prevailing surcharge information, including roaming rates and CCS DataRoam Plans.
- 7. Non Commercial and Fair Usage Policy of Local Calls, Local SMS/MMS and Local Data
- 7.1 Free Local Calls and local SMS/MMS are to any local Mobile number. Customers are to use all free services strictly for personal and non-commercial purposes only.
- 7.2 Customers are to use this service for personal and non-commercial purpose only. To ensure that the activities of some users do not impair the ability of Customers to have access to reliable services, this service is conditional on fair usage by Customers.
- 7.3 Local calls are provided solely for live dialogue between, and initiated by, individuals for personal use and may not be used for any other purposes, including, but not limited to: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between individuals.
- 7.4 SMS/MMS may not be used to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk messages, mass SMS broadcasts, sending of messages via automated means, or for activities that will adversely affect the ability of users or systems to use CCS Mobile's services, or for any other reason that in our sole discretion violates our policy of providing service for individual use.
- 7.5 Local data may not be used to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk messages; or for activities that will adversely affect the ability of users or systems to use CCS Mobile's services, or for any other reason that in our sole discretion violates our policy of providing service for individual use.
- 7.6 CCS Mobile reserves the right, without notice or limitation, to deny, terminate, modify, throttle, disconnect or suspend services if an individual engages in unfair, excessive or abusive usage or if CCS Mobile, at its sole discretion, determines that action is necessary to protect the network from harm or degradation.

- 7.7 If a Customer uses more than (i) 10,000 local call minutes per month, (ii) 10,000 local SMS/MMS per month, or (iii) 1,000 SMS/MMS per day, such usage will be deemed to be excessive usage. Use of file sharing software or peer-to-peer/torrent apps, and downloading abnormal amounts of large-format files such as music, videos and movies, or other activities that generate large volumes of traffic on CCS partner's CCS mobile network will be deemed to be Excessive or abusive usage of Local data. CCS Mobile may deny, terminate, modify, throttle, disconnect or suspend services if an individual engages in unfair, excessive or abusive usage.
- 7.8 When making outgoing calls using v019 (resell service of CCS), only the first 700 minutes are free. Any additional outgoing v019 calls

will be charged at the prevailing rates. Other local outgoing calls will continue to be free.

### 8. CCS Price Plan Voucher

- 8.1 Customer subscribed to i-connect TDV Mobile plan will be rewarded with cash rebate voucher upon fulfilling 21 months of the Mobile contract. Customer subscribed to i-connect TYV Mobile plans will be rewarded with cash rebate voucher upon fulfilling 12 months of the Mobile contract.
- 8.2 Voucher is issued once every 13 or 22 months depends on which mobile plan to active Customer on eligible Mobile plan. The cash rebate voucher is valid for 3 months from date of issued
- 8.3 Voucher is issued to mobile application form signee or company, not to individual.
- 8.4 Unless otherwise stated, voucher can be combined with other vouchers issued by CCS, except another CCS Price Plan voucher.
- 8.5 Voucher can not be used to offset the CCS bills.

### 9. MobileShare Supplementary Plan

- 9.1 Each eligible customer with Eligible Mobile Plans may subscribe up to 3 MobileShare lines under the same NRIC with a single billing account reference. Such MobileShare lines will be supplementary to the Eligible Mobile Plan. UEN (Unique Entity Number) subscribers are not eligible for MobileShare.
- 9.2 Eligible Mobile Plans are all our i-connect Mobile plans except i-connect C1, D1, T1, and TX1
- 9.3 Local calls: If the MobileShare line is supplementary to an eligible mobile plan with free incoming calls, the MobileShare line will also enjoy free incoming calls. A MobileShare line that is supplementary to a Mobile Broadband plan will incur prevailing pay-per-use charges for both incoming and outgoing calls.
- 9.4 Local SMS/MMS usage: If the MobileShare line is supplementary to an Eligible Mobile Plan with bundled local SMS/MMS, the local SMS/MMS and data bundle will be shared between the eligible mobile plan and the MobileShare line. Unused local calls/sms/data cannot be carried forward to the following month. A MobileShare line that is supplementary to a Mobile Broadband Plan will incur prevailing pay-per-use charges.

- 9.5 Local data: Local data usage incurred by the MobileShare line(s) will be charged to the Eligible Mobile Plan. If the local data usage of the Eligible Mobile Plan (including any usage by the MobileShare line(s)) exceeds the total local data bundle of the Eligible Mobile Plan, local data pay-per-use charges will be billed to the Eligible Mobile Plan based on prevailing local data pay-per-use rates.
- 9.6 If the Eligible Mobile Plan is terminated (including by conversion to any other plan), the MobileShare line(s) supplementary to the Eligible Mobile Plan will automatically be converted to a Combo 1 plan under prevailing public rates and terms and conditions, including any applicable minimum subscription periods.

### 10. Mobile Plan Discount

- 10.1 CCS Mobile shall determine the applicable discount rate on a monthly basis (on the 1st day of each calendar month) based on the Eligible Discount Lines and/or Eligible Nomination Lines that are not suspended or terminated during the previous calendar month. If a nomination is made after the 1st day of any calendar month, the nomination shall be approved/rejected by CCS Mobile on the 1st day of the following calendar month and the discount (if approved by CCS Mobile) will only be reflected in the billing cycle of the calendar month following the month of CCS Mobile's approval. CCS Mobile's decision on the counting of the Eligible Discount Lines and/or Eligible Nomination Lines, and application of the discount shall be final and conclusive.
- 10.2 The Mobile Plan Discount Promotion will cease upon temporary suspension of service, transfer of ownership, service relocation or termination (including by conversion to any other plan) of all our mobile plans by the Eligible Customer. The determination of the applicable discount rate is subjected to approval as stated in clause 10.1
- 10.3 CCS Mobile reserves the right to discontinue or terminate the Mobile Plan Discount promotion at any time without notice. Customers will not be entitled to any refund or compensation in respect of such termination.

### 11. Port-in Service

- 11.1 "Port-In Service" means a service provided by CCS Mobile which allows a Customer to retain his non-CCS Mobile postpaid Mobile number by porting his line from his current Mobile service provider to a CCS Mobile postpaid line. Customer consents to the release of Customer's information to a third party central number port service provider and/or the Mobile service provider for the purpose of activating the Port-In Service.
- 11.2 Customer agrees to pay all outstanding charges to the Mobile service provider, including pre-termination charges, if any, prior to the activation of the Port-In Service.
- 11.3 Upon commencement of the Port-In Service, Customer's existing contract with the Mobile service provider shall automatically terminate.

11.4 If the Port-In Service request is rejected by CCS Mobile for any reason, the Customer shall resolve any outstanding issue(s) with the Mobile service provider within the fourteen (14) days of the date of the Customer's signing of the Port-In Service agreement with CCS Mobile. If Customer fails to resolve any outstanding issue(s) with the Mobile service provider within fourteen (14) days of the date of the Customer's signing of the Port-In Service agreement with CCS Mobile, then Customer shall pay CCS Mobile, immediately on demand, (i) the device subsidy as stated in the Device Agreement (if any) and (ii) cancellation charges for blank SIM card or pre-termination charges for pre-activated SIM card.

## 12. CCS SIM Only Plan

- 12.1 The CCS SIM Only Plan is a postpaid plan with a monthly subscription. Customers must first apply for and subscribe to the SIM Only Starter Pack, after which they can also subscribe to additional Data, Talktime or SMS/MMS add-ons to the SIM Only Starter Pack. Each of the SIM Only Starter Pack and the SIM Only add-ons is billed on a monthly basis.
- 12.2 SIM Only Plan does not support DataMore, TalkMore Extra, TalkMore Unlimited and SMSMore add-ons. MobileShare is not supported on SIM Only Plans.
- 12.3 If the SIM Only Plan is terminated (including by conversion to any other plan) before the expiry of the minimum subscription period by the customer for any reason whatsoever, or by CCS Mobile as a consequence of any breach by the customer of any of the obligations or duties of the customer, there will not be any pro-ration of fees due to CCS Mobile, and recovery fees will apply.
- 12.4 In addition to the Data, Talktime and SMS/MMS SIM Only add-ons, SIM Only Plan customers may also subscribe to Caller ID, Autoroam, Pay-As-U-Roam, Auto-Subscription to DataRoam Unlimited Daily, Caller Number Non-Display, DataRoam Plans, Detailed Billing and Mobile Internet Filter.
- 12.5 New and existing postpaid mobile customers who have completed their Device Agreement and are not subscribed to any Monthly Bill Rebate scheme can sign up for a Sim Only Plan. If a customer was on a Monthly Bill Rebate scheme before taking up the Sim Only Starter Pack, the bill rebate scheme will be terminated.
- 12.6 SIM Only Plans cannot be nominated for Mobile Plan Discount. Cross-product bundles, Bill Rebates and Red Rewards points are not applicable to SIM Only Plan customers.
- 12.7 By default, SIM Only plan SIM cards support Voice, SMS/MMS, data and roaming. Excess charges apply for any usage outside the bundle.
- 12.8 The SIM Only Plan including any add-ons is to be used for personal and non-commercial purpose only and is subject to CCS's fair usage policy.

Dated: January 15, 2018

## Appendix 1

## **Specific Terms and Conditions for CCS Mobile**

1. Incorporation by reference

In addition to the General Terms and Acceptable Use Policy (which terms and conditions are deemed incorporated by reference), the Customer shall be bound by the following Specific Terms and Conditions.

- 2. Definitions and Interpretation
- 2.1 In these Specific Terms and Conditions, the following words and expressions shall have the following meanings:

"Acceptable Use Policy" means the guidelines for acceptable conduct and use of the Mobile Line Service located at the CCS website (www.ccsidd.com) or/at Appendix 1A including all subsequent revisions or amendments.

"Customer" means any person who applies for or subscribes for or utilises the Mobile Line Service.

"Device Agreement" means the contract entered into by a Customer when purchasing a Mobile Device.

"General Terms" means CCS's General Terms and Conditions of Service.

"Law" has the meaning set out in the General Terms and, for the avoidance of doubt, includes the Broadcasting (Class Licence) Notification and Broadcasting Act (Cap 28) including all amendments and revisions thereto from time to time in force and all rules and regulations made thereunder and the rules, regulations, codes of practice, guidelines and directions of the Media Development Authority of Singapore made under or pursuant to any law in force in the Republic of Singapore, including the Code of Practice for Market Conduct in the Provision of Mass Media Services.

"Minimum Device Period" means the minimum period for which the Customer must subscribe for the Mobile Line Service, as specified in Clause 3.2.

"Minimum Subscription Period" means the minimum period for which the Customer must subscribe for the Mobile Line Service, as specified in Clause 3.1.

"Mobile Device" means any mobile handset or other communications device with which the Customer will utilise the Mobile Line Service.

"Mobile Price Plan" means the post-paid price plan determined by CCS Mobile from time to time.

"Mobile Line" means a telecommunications line for use to make or receive calls, or to send or receive material, from a mobile cellular phone or other wireless device.

"Mobile Line Service" means the provision and/or maintenance by CCS Mobile of a Mobile Line and any additional services as may be offered or provided by CCS Mobile.

"CCS Mobile" means Connecting Communication & Solutions Private Limited and its successors.

- 2.2 The words and expressions used in these Specific Terms and Conditions, which are defined in the General Terms but are not defined in these Specific Terms and Conditions shall have the same meanings as defined in the General Terms unless the context otherwise requires.
- 2.3 The headings or titles to the Clauses in these Specific Terms and Conditions are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Specific Terms and Conditions.
- 3. Duration of Mobile Line Service, Minimum Equipment Period and Termination
- 3.1 The Minimum Subscription Period for the Mobile Line Service shall be:
  - (a) a period of three (3) months; or
  - (b) such other period as may be stipulated by CCS Mobile as the Minimum Subscription Period before or when the Customer applies for the Mobile Line Service.
- 3.2 The Minimum Device Period shall be a period of twenty-four (24) months as determined by CCS Mobile and stated in the Device Agreement.
- 3.3 Upon expiry of the Minimum Subscription Period or the Minimum Equipment Period, the Mobile Line Service shall continue in force until terminated by the Customer or CCS mobile in accordance with these Specific Terms and Conditions. Subject to Clause 3.3, CCS Mobile or the Customer may terminate the Mobile Line Service by giving to the other not less than seven (7) days' prior written notice.
- 3.4 If the Mobile Line Service is terminated before the expiry of the Minimum Subscription Period by the Customer for any reason whatsoever, or by CCS Mobile as a consequence of any breach by the Customer of any of the obligations or duties of the Customer then, despite any provision to the contrary in the General Terms, the Customer shall pay CCS Mobile in the following manner:
  - (a) the difference between the Mobile Price Plan fee that CCS Mobile would have imposed or charged the Customer for the Minimum Subscription Period, had the Mobile Line Service not been terminated prior to the expiry of the Minimum Subscription Period and the Mobile Price Plan subscription fee actually paid by the Customer; and

- (b) the total amount payable by the Customer to CCS Mobile as usage fees for the Mobile Line Service for the period during which the Mobile Line Service was subscribed by the Customer, or and any fees and/or charges that were discounted, waived or reduced by CCS Mobile on the basis that the Customer had subscribed for, or would utilize, the Mobile Line Service for the Minimum Subscription Period may be reinstated and imposed by CCS Mobile on the Customer retroactively as from the date of commencement of the Mobile Line Service.
- 3.5 If the Equipment Undertaking Agreement is terminated before the expiry of the Minimum Equipment Period by the Customer for any reason whatsoever, or by CCS Mobile as a consequence of any breach by the Customer of any of the obligations or duties of the Customer then, notwithstanding any provision to the contrary in the General Terms, the Customer shall pay to CCS Mobile a one-time early termination charge to be calculated in the manner stated in the Equipment Undertaking Agreement.
- 4. CCS Mobile's Management of Systems and Data

CCS Mobile reserves the right to manage and control access to any computer or other electronic or telecommunications system operated or used by CCS Mobile or linked to any computer or other electronic or telecommunications system operated or used by CCS Mobile and any data stored therein in a manner deemed appropriate by CCS Mobile and to delete any data (whether belonging to, provided or stored by the Customer or otherwise), notwithstanding that such access and the storage of such data is a requirement or constitutes a part of the Mobile Line Service.

## 5. Mobile Price Plan

- 5.1 The Customer shall not change the Mobile Price Plan any usage or fee plan applicable to the Service Mobile Line Service without first notifying CCS Mobile of the proposed change in writing, or through such other means as may be specified by CCS Mobile, and obtaining CCS Mobile's written consent. Any change consented to by CCS Mobile shall take effect on the date specified by CCS Mobile or, in the absence of any such specification, within seven (7) days of the date of CCS Mobile's written consent. Early termination charge or other one-time charges shall apply for change or downgrade of Mobile Price Plan
- 5.2 If the Mobile Price Plan fee is revised by CCS Mobile at any time during the Minimum Subscription Period, then such revised fee shall not apply during the Minimum Subscription Period. The revised fee shall apply upon expiry of the Minimum Subscription Period.
- 6. Use Of Mobile Line Service
- 6.1 The Customer shall use, and shall procure that any person the Customer permits or allows to use the Mobile Line Service shall use, the Mobile Line Service in accordance with the Acceptable Use Policy and with such other guidelines, rules and requirements as CCS Mobile may issue from time to time or any Law.
- 6.2 The Customer acknowledges that a Mobile Price Plan or a separate value added service plan may carry a bundled local data usage capacity. If the Customer exceeds the monthly local data

bundle capacity at any time during the Customer's monthly bill cycle, CCS Mobile will, without any notification to the Customer, impose a speed limit of 64 Kbps on the Mobile Line Service until the end of the affected bill cycle. The speed limit will be lifted at the start of the next bill cycle of the Customer.

- 6.3 To ensure that the activities of some users do not impair the ability of Customers to have access to reliable services, Free Local Data benefit on mobile applications for CCS Music and CCS Newsstand is conditional on fair usage by customers and is capped at 10GB per day. If the Customer exceeds 10GB, we will impose a speed limit of 1 Mbps. The speed limit will be lifted on the following day.
- The Customer acknowledges that use of Mobile Line Service is subject to the availability and/or coverage of local network from time to time which may be affected by various external factors. CCS Mobile will use reasonable endeavours to provide a reliable local network but shall not be able to ensure that local network is available on an uninterrupted basis or coverage is adequate at all times.
- 7. Consent to Use and Disclose Customer Information and Data

The Customer agrees that CCS Mobile shall be entitled to use or disclose any information or data disclosed by the Customer in accordance with Appendix 1B. The Customer is entitled to withdraw such consent in the procedure as prescribed by CCS Mobile from time to time.

### 8. General

- 8.1 The Customer shall be bound by and shall fully observe and comply with all the General Terms as well as such other terms and conditions as may be agreed or accepted by the Customer. The rights and protections conferred on CCS Mobile under these Specific Terms and Conditions shall be additional to the rights and protections conferred on CCS Mobile under the General Terms and any other terms and conditions agreed or accepted by the Customer.
- 8.2 Any Clause in the General Terms, these Specific Terms and Conditions, 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.
- 8.3 CCS Mobile reserves the right to alter, modify, add to or otherwise vary these Specific Terms and Conditions from time to time by notice to the Customer in such manner as CCS 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 Mobile Line Service after such notice, the Customer shall be deemed to have accepted the amendments.

### **Appendix 1A**

# **CCS Mobile Acceptable Use Policy (AUP)**

- 1. Capitalised terms used in this AUP have the same meaning as given to them in the General Terms or the Specific Terms and Conditions for CCS Mobile. References to "you" and "your" are references to you, the Customer, and references to "we", "us" and "our" are references to CCS Mobile.
- 2. Your subscription to the Service constitutes your acceptance of this AUP. Your continued subscription to or use of the Service, whether such use is by you personally or by any person you allow or permit to use the Service (each an "end-user"), constitutes your acceptance of any revisions or updates to this AUP as we may make and publish from time to time.
- 3. You will be responsible for all use of the Service subscribed by you, including use by any end-user, whether or not that use is with your knowledge or consent.
- 4. You agree that you and each end-user will use the Service in an ethical, appropriate and responsible manner. You acknowledge that other Customers have a right to expect their privacy will be respected, and that they will be able to use the Service without interference or interruption by any other Customer or end-user.
- 5. You agree not to, and to procure that any end-user using the Service subscribed by you will not, directly or indirectly:
  - a) In using the Service, violate the rules, regulations and policies (including but not limited to this or any other acceptable use policy) applicable to any mobile operator, service provider, content provider, network, server, computer database, web site or newsgroup accessed by you or any end-user;
  - b) Use the Service to:
  - i) send, or facilitate the sending of, unsolicited material ("Spam") to any person or system in a way that could be expected to adversely impact any network or facilities; or
  - ii) propagate or knowingly reply to Spam; or
  - iii) collect responses from Spam (whether or not such Spam is sent using the Service);
  - c) Use the Service to post a message or multiple messages:
  - i) to an unreasonable number of servers, or forums on a server; or
  - ii) to any server in an unreasonable number; or
  - iii) to any server after a request to cease posting is made by any administrator or moderator or such person in charge of reviewing postings;

- d) Abuse the Service, or in your use of the Service violate any other person's rights, or interfere with another person's use of the Service, including, without limitation, by engaging in activities that result in, encourage or facilitate the distribution of viruses, worms, time bombs, Trojan horses, cancelbots, sniffer, or other code(s) that are designed to acquire information about other users or their activities without their approval, or in your use of the Service disrupt the functionality or availability of any computer program, database, the Service supplied to any other Customer, or any Internet host, or engage in any other similar activities in relation to the Service;
- e) Use the Service to infringe the privacy of another person;
- f) Use the Service to publish or communicate material that is obscene, pornographic, inflammatory, harassing, threatening, tortious, abusive, harmful to minors, defamatory, libellous or otherwise objectionable or offensive;
- g) Use the Service to break, or attempt to break, into any computer hardware, software, system or procedure, or to access or attempt to access any computer hardware, software, system or procedure without authorisation;
- h) In using the Service, forge, remove or modify identifying network header information ("spoofing"), or employ any other method that may mislead any person or dishonestly disguise any user name or the source or quantity of transmissions;
- i) Use the Service to use or store any bots on any CCS servers;
- j) Use the Service to relay material through any third-party systems without authorisation;
- k) Use the Service to carry out any other activities which we consider to be actually or potentially injurious to our other Customers, or to the operations or reputation of any CCS Group Corporation;
- I) In your use of the Service, infringe any patent, trademark or copyright or any other intellectual property right of any third party or any CCS Group Corporation.
- 6. You must immediately notify us of any unauthorised use of your Service account, and/or any breach, or attempted breach, of your Service account security, as soon as this is known to or suspected by you. You shall keep strictly confidential any authorization/access code or password issued to, or created by, you or any end-user in connection with the Service, and shall immediately inform us if you have any reason to believe any such code or password has become known to someone not authorized to use it, or if any such code or password is likely to be used in an unauthorized manner.
- 7. To the extent permitted by Law, we do not assume responsibility for any materials that you, any other Customer, or any other person, publish or post using the Service, and we disclaim all responsibility for any such content, posting or activity, whether on any CCS servers or otherwise. We are not responsible for the content of any third party website linked to or accessed using the

- Service, or for the services rendered by any Customer or end-user using the Service, and you agree not to hold us responsible for such content.
- 8. We may, in our sole discretion, determine on a case-by-case basis what action will be taken in response to any actual, suspected or alleged violation of this AUP. We reserve the right to:
  - a) investigate any actual, suspected or alleged violation of this AUP, including by gathering information from you, any end-user (and you agree to procure the assistance of any such end-user) and the complaining party, and to examine any material posted on or transmitted via any CCS Group Corporation servers; or
  - b) with or without notice, remove or refuse to post material that we consider is or may be in violation of this AUP; or
  - c) suspend or terminate the Service.
- 9. Nothing contained in this AUP shall be construed to limit our actions or remedies in any manner. We may take any and all additional actions we may deem appropriate with respect to any violation of this AUP, which may include (without limitation) the recovery from you for all costs and expenses incurred in identifying offenders and prohibiting them from using the Service, or levying cancellation charges on you if we terminate the Service for any actual, suspected or alleged breach of this AUP. We reserve at all times all rights and remedies available to us under contract, at law or in equity.
- 10. You are responsible for reporting any actual or suspected violations of this AUP to CCS Mobile via email to service@ccsidd.com

### **Appendix 1B**

## Right to Collect, Use and Disclose data and information connected with the Customer Information

- 1.1 Save with the Customer's agreement, consent or authority (including agreement, consent and authority given or granted pursuant to Clause 1.2 at Appendix 1B), the Service Provider shall not collect, use or disclose Customer Information for any purpose other than the purposes permitted under the Telco Code or the Media Code, as applicable. In addition to Clause 1.2 at Appendix 1B, the Customer may give its agreement, consent or authority to all collection, use and disclosure by the Service Provider of Customer Information, for any purpose(s) requested by the Service Provider, by any form of writing or by the acceptance by the Customer of any relevant terms and conditions (including in the Customer Agreement) which refer to such consent or authority.
- 1.2 The Customer hereby affirmatively agrees, consents to and authorises the collection, use and disclosure, by and on behalf of the Service Provider, of all information or data relating to any Service Number or relating to the Customer (including any Customer Information, Service Number or Unlisted Service Number), in the manner, including for the purposes of provisioning and administering services, market research, network & service enhancement, sharing of rewards and benefits, security and risk management, compliance with legal and regulatory requirements, subject to such changes, withdrawals or corrections which may have been separately notified by or to the Customer. The provisions of this Clause 1.2 shall constitute consent of the Customer for the purpose of the provisions of the Telco Code, Media Code and the Spam Control Act and other applicable law, unless otherwise notified in writing by the Customer in the procedure as determined by the Service Provider from time to time.
- 1.3 Where the Customer is an association, partnership, firm or corporation, and in other situations, the Customer or its representative may be responsible for the provision of information or data relating to one or more natural persons to the Service Provider, or may actually provide such information or data to the Service Provider. In the event that the Customer provides such information or data, the Customer represents, warrants and undertakes to the Service Provider that each such natural person has consented to the collection, use and disclosure of their personal data by and on behalf of the Service Provider in the manner and for the purposes set out in any relevant Customer Agreement, and the Customer further, on behalf of each such natural person affirmatively agrees, consents to and authorises the collection, use and disclosure by and on behalf of the Service Provider of all such information and data, in such manner and for such purposes.
- 1.4 Where the person who utilises any Service is a minor, the information or data relating to that Customer and/or the Customer Information may include personal data of that minor. In such event, each other person (excluding the minor) who applied for or subscribes for that Service or

who is or was involved in such application or subscription, such as the "sponsor" or "authorised party" in respect of that Service:

- 1.4.1 represents, warrants and undertakes to the Service Provider that the parent or other legal guardian of that minor has consented to the collection, use and disclosure of that minor's personal data by and on behalf of the Service Provider in the manner and for the purposes set out in any relevant Customer Agreement;
- 1.4.2 on behalf of each such abovementioned natural person and on their own behalf affirmatively agrees, consents to and authorises the collection, use and disclosure by and on behalf of the Service Provider of all such information and data, in such manner and for such purposes; and
- 1.4.3 authorises any person with access to that Service, including the minor, to make changes, withdrawals, corrections or other adjustments to permitted purposes of use or any relevant information or data through any system or process which is or may be made available by or on behalf of Service Provider.

## **Appendix 2**

#### **Terms and Conditions for Mobile Price Plans**

- 1. All prices set out for Mobile Price Plans are exclusive of and subject to the prevailing goods and services tax (GST) except where mentioned otherwise. Terms used in this Agreement shall mean the following: "Mobile Device" means any mobile handset or other communications device with which the Customer will utilize the Mobile Line Service. "Mobile Line Service" means the provision and/or maintenance by CCS Mobile of a Mobile Line and any additional services as may be offered or provided by CCS Mobile. "Mobile Line" means a telecommunications line for use to make or receive calls, or to send or receive material, from a mobile cellular phone or other wireless device. All Mobile Price Plans have a minimum term of three (3) months except where a longer period is mentioned as the minimum term.
- 2. All Mobile Price Plans with a purchase of Mobile Device has a minimum term of twenty-four (24) months, as the case may be.
- 3. If the Customer terminates the Mobile Price Plans (i-connect Mobile Bundle) with a purchase of Mobile Device before the end of the minimum term, the Customer shall be liable to pay an early termination charges ("ETC") of \$1,200 or \$1,500 or \$2,100 per Mobile Device depends on which mobile plan bundle package you have signed up.
- 4. If the Customer downgrades the Mobile Price Plans (i-connect Mobile Bundle) with a purchase of Mobile Device before the end of minimum term, the Customer shall be liable to pay a downgrade charge of \$1,200 or \$1,500 or \$2,100 per Mobile Device depends on which mobile plan bundle package you have signed up.
- 5. If the Customer transfers, downgrades, terminates or suspends the Mobile Price Plans (i-connect Mobile Bundle) without a purchase of Mobile Device prior to the expiry of the twenty-four (24) months' minimum contract term, CCS Mobile may, without prejudice to any other terms and conditions stated herein, impose an early termination charge equal to the total monthly recurring charges of the remaining unfulfilled minimum term.
- 6. Upon expiry of the minimum term, the Customer agrees that the Mobile Price Plans (i-connect Mobile Bundle) will automatically be extended on a month-to-month basis until the Customer or CCS Mobile terminates the Mobile Price Plans with a notice to the other Party.
- 7. SIM cards will be waived at the prevailing list price.
- 8. The Customer shall obtain the Mobile Device prices from our sales account personnel or call into our hotline at 67481737 as mobile device price may alter time to time. For the avoidance of doubt, all promotional packages or benefits published on the website shall not be applicable to this Agreement.

- 9. The Customer acknowledges that the manufacturers of various Mobile Device can drive changes in their product lines and product life-cycle management. Such external events or factors can inevitably affect the availability of certain Mobile Device that CCS Mobile originally offered at a special discounted price to the Customer as set out in this Agreement. For the Term of the Agreement, the Customer agrees and acknowledges that if any Mobile Device is not available due to the events or factors stated in the preceding paragraph, CCS Mobile shall have the right to offer an alternative Mobile Device based on the comparable recommended retail price ("RRP") to the Customer as a substitution.
- 10. Bundled Local Calls/SMS/MMS are for usage within Singapore to any local mobile number. An excess local call is charged at 15 cents per minute. The charging basis starts from an initial block of 1 minute and subsequent blocks of 6 seconds rounded to the nearest cent on a per call basis. For 1800 Toll Free/1900 Premium Service numbers, standard local call charges apply. When making outgoing calls using v019 add-on, only the first 700 minutes are free. Any additional outgoing v019 calls will be charged at the prevailing rates. Other local outgoing calls will continue to be free.

Each excess SMS is charged at 5 cents. Each excess MMS is charged at 30 cents (<30KB) or 80 cents (>30KB).

To ensure that the activities of some users do not impair the ability of CCS Mobile's customer to have access to reliable services, this service is conditional on fair usage by the Customer, capped at 10,000 minutes and/or 10,000 SMS/MMS per month. CCS Mobile's services should not be used in a manner that unduly interferes with the use of CCS partner's mobile's network or systems. CCS Mobile reserves the right, without notice or limitation, to levy prevailing charges on usage in excess of cap, or to deny, terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited voice or messages uses detailed at www.ccsidd.com, or if CCS Mobile, at its sole discretion, determines the action is necessary to protect the network from harm or degradation.

11. Bundled Local Data are for usage within Singapore only. Usage within the bundled data shall be computed in blocks of 100KB even if less than 100KB is used.

Excess data usage for Enterprise Mobile Bundle beyond the bundled data shall be charged at a minimum of \$0.50/100KB, up to \$10/GB and capped at \$175.70/month. The cap will apply to local data usage charges only. This is the current prevailing rate, subject to change by CCS Mobile.

The typical download speed\*: 4G (Up to 150Mbps): 16 – 70Mbps; 4G (Up to 300Mbps): 20 – 140Mbps

\* The speed range may vary between users and is subject to device used, hardware and software limitation,

3G/4G network coverage/traffic, distance between user and base station, nature of built-up area, source of website and other external factors.

12. 4G Add-On Service subscription charges will be waived permanently for the Customer who sign-up or re- contract the Enterprise Mobile Bundle. CCS Mobile reserves the right to levy charges or amend the charges anytime by prior notice to customer in accordance with CCS's General Terms and Conditions of Service.

- 13. Caller ID identifies callers by displaying their phone number on the Customer's Mobile Device before the Customer answers a call. The set-up cost of \$10 and the monthly subscription of \$5/month for the Caller ID add-on will be waived on certain i-connect mobile bundle. Please speak to our sales personnel.
- 14. Voicemail allows callers to leave the Customer a voice message when the Customer is unavailable to answer the call. The set-up cost of \$10 and the monthly subscription of \$5/month for the Voicemail add- on will be waived on certain i-connect mobile bundle. Please speak to our sales personnel.
- 15. AutoRoam lets the Customer automatically connect to CCS's roaming service in more than 238 international destinations with no added surcharge to roaming rates. The monthly subscription of \$10/month (excluding GST) for the AutoRoam add-on will be waived on certain i-connect mobile bundle. Please speak to our sales personnel. Roaming charges will apply for overseas usage of calls, SMS and data services.
- 16. Free v019 voice calls for 20 destinations (cap at 700 minutes), allows the Customer to make free v019 calls to 20 international destinations from the Customer's mobile plan local talktime bundle and 100 global SMSes free. Prevailing IDD charges apply for v019 exceeding 700 minutes. Free v019 voice calls for 20 destinations (cap at 700 minutes) has a minimum contract term of three (3) months. In the event Customer wishes to terminate this optional add-on subscription before the end of three (3) months, the Customer shall be liable to pay a one-time penalty which shall be equivalent to the monthly subscription for remaining months of the contract term.

Covered Countries: Australia (calling fixed line only), Bangladesh, Brunei, Canada, China, Hong Kong, India, Laos, Macau, Malaysia, New Zealand (calling fixed line only), Puerto Rico, Russia, South Korea, Taiwan, Thailand, UAE, UK (calling fixed line only), USA and Vietnam. The list of country is subject to change by Singtel Mobile without prior notice.

- 17. TalkMore Extra allows the Customer to enjoy 200 minutes of additional free local outgoing calls to any mobile or fixed telephone line. TalkMore Extra is not stackable, and not applicable for MobileShare. TalkMore Extra has a minimum contract term of twelve (12) months. In the event Customer wishes to terminate this optional add-on subscription before the end of twelve (12) months, the Customer shall be liable to pay a one time penalty which shall be equivalent to the monthly subscription for remaining months of the contract term.
- 18. SMSMore allows the Customer to send up to 600 additional local outgoing SMS each month to any CCS mobile (postpaid and prepaid) or fixed telephone line (exclude PhoneNet, iPhoneNet, ISDN). SMSMore has a minimum contract term of three (3) months. In the event Customer wishes to terminate this optional add-on subscription before the end of three (3) months, the Customer shall be liable to pay a one-time penalty which shall be equivalent to the monthly subscription for remaining months of the contract term.

- 19. DataMore allows the Customer to upsize the local data bundle. DataMore has a minimum contract term of 12 months. Early termination charges equal to the total monthly recurring charges of the remaining unfulfilled contract term shall apply. DataMore is not stackable.
- 20. MobileShare allows the Customer to share the mobile plan bundle between multiple mobile devices. Local calls, SMS, MMS and data bundle will be shared between the main line and the MobileShare line. Each main mobile line can sign up to 3 supplementary mobile lines. MobileShare has a minimum contract term of 12 months. Early termination charges equal to the total monthly recurring charges of the remaining unfulfilled contract term shall apply.
- 21. EasyVoice Roam is a mobile value-added service that allows you to use your usual number for calls in countries and regions around the world. Make and receive calls with the mobile phone number you use in Singapore even at your destination, and even dial numbers from the phonebook as usual.
- 22. Data X2, Data X3, and Data X Infinity
  - (A) DataX2 allows Customers to double their local data bundle at \$5.51/month when they sign up or re- contract on Combo 2, 3, 6, 12 Mobile Price Plans (each of them severally referred to as "eligible plan").
  - (B) DataX3 allows Customers to triple their local data bundle at \$9.25/month when they sign up or re- contract on Combo 2, 3, 6, 12 Mobile Price Plans (each of them severally referred to as "eligible plan").
  - (C) Data X Infinity allows Customer to enjoy Unlimited Local data @ \$37.29/month when they sign up or re-contract on Combo 3, 6, 12 Mobile Price Plans (each of them severally referred to as "eligible plan")

DataX2 and DataX3 add-ons are based on the original data bundle of the eligible plan only. For avoidance of doubt, any additional data allowance and/or subscription to DataMore shall not be considered in the calculation of DataX2 and DataX3 limits. Furthermore, Data X2 or Data X3 may only be subscribed by new, re-contracting Customers (at the time of re-contracting) or out of contract Customers which are or were on eligible plan with purchase of Mobile Device. Each Customer may subscribe to only one DataX2 or DataX3 add-on per eligible plan. Subscription of Data X2 or Data X3 shall be subject to a minimum subscription of twenty four (24) months and cannot be terminated prior to end of such term. In the event Customer wishes to terminate Data X2 or Data X3 subscription before the end of twenty four (24) months, the Customer shall be liable to pay a one-time penalty which shall be equivalent to the monthly subscription of Data X2 or Data X3 (as applicable) for remaining months of the contract term..

Data X Infinity may only be subscribed by new, re-contracting Customers (at the time of re-contracting) or out of contract Customer which are or were on eligible plan with purchase of Mobile Device. Subscription of Data X Infinity shall be subject to a minimum contract term of twenty four (24) months and cannot be terminated prior to end of such term. In the event Customer wishes to terminate Data X2 or Data X3 subscription before the end of twenty four (24) months, the Customer shall be liable to pay a one-time penalty which shall be equivalent to

the monthly subscription of Data X2 or Data X3 (as applicable) for remaining months of the contract term.

### 24. Roaming Services; Pay-Per-Use International Data Roaming

This is international data roaming that CCS's mobile partner with roaming agreement with the local operators. No discount shall be applicable for Angola, Azerbaijan, Botswana, Iraq, Lebanon, Malawi, Maldives, Mauritius, Morocco, Sudan, Syrian Arab Republic, Trinidad and Tobago, Tunisia and Ukraine.

Data roaming usage, sending and receiving of MMS are charged in 10KB increment. Please speak to our sales personnel for list price and available destinations

## 25. Roaming Services; Pay-Per-Use International Voice Roaming

This is international voice roaming list price per minute for countries all call streams (roaming incoming calls, roaming outgoing calls to third countries, roaming outgoing local calls, roaming outgoing calls to Singapore) that CCS Mobile partner that has a roaming agreement with the local operators. No discount shall be applicable for Brunei and Malaysia. Voice Call and Video Call are charged in 1 minute increment. Receiving a call while overseas include both incoming call roaming rate and rerouted IDD call charges (from Singapore to the roaming destination). Roaming call and Rerouted IDD call are charged in 1 minute increment, subject to change by CCS Mobile. Please speak to our sales personnel for list price and available destination.

\*Rest of Operators shall include any operator not expressly listed above provided that CCS Mobile partner that has a roaming agreement with, but exclude all operators in Brunei and Malaysia

## 26. Roaming Services; Pay-Per-Use International SMS Roaming

This is International SMS roaming service that allows you to use your mobile number to make and receive short message in countries or destinations while you are overseas. Please speak to our sales personnel for list price and available destination.

## 27. Auto-Subscribe to DataRoam Unlimited Daily

- 1. The Customer may contact our Customer Service or our sales personnel for more information to purchase Auto-Subscribe to DataRoam Unlimited Daily add-on.
- 2. Upon purchase of Auto-Subscribe to DataRoam Unlimited Daily, the add-on will automatically activate CCS Mobile's DataRoam Unlimited Daily Plan upon detection of data usage on a preferred operator's network in the supported country.
- 3. A DataRoam Unlimited Daily Plan will be subscribed automatically for the Mobile Line when dataroam usage is detected.

- 4. DataRoam Unlimited Daily Plan subscribed via Auto-Subscribe to DataRoam Unlimited Daily add-on will be charged at the prevailing list price.
- 5. In the event Auto-Subscribe DataRoam Unlimited Daily add-on is terminated in the month of data roaming usage, such usage shall be charged at pay-per-use international data roaming rates.

Therefore, usage under Auto-Subscribe DataRoam Unlimited Daily add-on shall not be considered under DataRoam Unlimited Daily Plan rates.

6. DataRoam Unlimited Daily Plans' terms and conditions apply

# 28. DataRoam Unlimited Daily Plans

- 1. The Customer shall have either AutoRoam or Pay-As-you-Roam before they can sign up for the plans above.
- 2. DataRoam Unlimited Daily Plan is only applicable for Customer's Mobile Device which is roaming in one (1) country on the preferred network/(s). Please speak to our sales personnel or call into 67481737 for all available plans as it may alter time to time. If Customer's Mobile Device is logged on to a non-preferred network, the prevailing pay-per-use international data roaming charges will apply.
- 3. DataRoam Unlimited Daily Plan will automatically de-activate at twelve (12) midnight of the expiry date of such plans.
- 4. Any cancellation or termination of DataRoam Unlimited Daily Plans must be made forty-eight (48) hours before the day of plan activation; otherwise the subscription charges is non-refundable.
- 5. DataRoam Unlimited Daily Plans is subject to CCS Mobile's fair use policy on data roaming usage per day. If the Customer's data roaming usage exceeds the fair use within a day, CCSI Mobile will, without any notification to Customer, impose a speed limit on data roaming until the end of the affected day.
- 6. DataRoam Unlimited Daily Plans are available for all smartphones on all APNs (INTERNET, e-IDEAS, BlackBerry).
- 7. Please call into our Customer Service at 67481737 or speak to our sales personnel for more information on activation of DataRoam Unlimited Daily Plans.