

SINGTEL CALL PLAN TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 In this Agreement:

General Terms	Means Singapore Telecommunications Limited's General Terms and Conditions of Service.
Call Plan	Means the call plan set out in Schedule A.
Initial Term	Has the meaning set out in clause 2.1 of this document.
Services	Means the Services set out in Schedule A.
Specific Terms	Means Singtel's International Telephone Service Terms and Conditions.

1.2 Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a person includes a body corporate and unincorporated body or other entity and conversely;
- (e) a reference to any party to this agreement or any other agreement or document includes the party's permitted successors and immediate assigns; and
- (f) the words and expressions used in this Agreement, which are defined in the General Terms or the Specific Terms, but which are not defined in this Agreement, shall have the meanings as defined in the General Terms or the Specific Terms (as applicable).

2. Commencement and Duration

2.1 This Agreement commences on the Effective Date, and applies for the Initial Term, as set out on the signature page of this Agreement.

2.2 At the end of the Initial Term, this Agreement will, on the additional terms and conditions (if any) set out in Schedule A, automatically renew for the Renewal Term set out on the signature page of this Agreement unless the Customer, no less than thirty (30) days prior to expiry of the Initial Term, notifies Singtel in writing that the Customer wishes to terminate the Agreement as at the end of Initial Term.

2.3 On expiry of the Initial Term (or, if the Agreement is renewed under clause 2.2, on expiry of the Renewal Term), this Agreement shall cease to have further force and effect unless the parties agree in writing to extend this Agreement for a further term or terms (such extension to be on such terms and conditions as the parties may agree at the relevant time).

3. Eligibility for Call Plan

The Customer will only be eligible for the Call Plan:

- (a) during the term of this Agreement;

- (b) if the Customer has signed Singtel's Service Request-Cum-Application Form (or such other application form as Singtel may require) for subscription to each service comprising the Services;
- (c) if Singtel is satisfied with the creditworthiness of the Customer, and the Customer is otherwise able to pay its debts as they fall due; and
- (d) if the Customer is otherwise in compliance with the General Terms and Specific Terms.

4. Call Plan Specific Provisions

- 4.1 Singtel will calculate in accordance with the Call Plan the benefits to which the Customer is or may be entitled.
- 4.2 Singtel shall determine in its sole discretion how benefits from the Call Plan are to be apportioned between different Customer account numbers (if applicable).
- 4.3 Benefits under any Call Plan are personal to the Customer, and are not transferable or exchangeable for cash or any other benefits.
- 4.4 For any service or destination to which a special rate applies and where the special rate as expressed as a percentage discount, the amount of the discount will be calculated by Singtel and credited in a subsequent invoice.

5. Confidentiality

The Customer agrees to keep confidential the existence, nature, discounts, prices and terms and conditions of this Agreement (including, without limitation, the Call Plan), and to not refer to the same in any publicity, advertisement or other disclosure, except with Singtel's prior written consent.

6. Limitation of Liability

- 6.1 Subject to the Call Plan and this Agreement being and remaining in compliance with all legal and regulatory requirements, Singtel will supply the Services to the Customer in accordance with the Call Plan.
- 6.2 Singtel does not exclude, restrict or modify any rights or remedies of the Customer, nor any implied conditions and warranties, if to do so would contravene any applicable law or make any part of this clause void.
- 6.3 Subject to clause 6.2 above, Singtel excludes all:
 - (a) implied conditions and warranties; and
 - (b) liability for all losses, expenses, damages, costs and claims (whether direct, indirect or consequential) by the Customer, or by any other third party, arising out of or relating in any way to the Call Plan or this Agreement.
- 6.4 To the extent permitted by law, and to the extent Singtel's liability is not excluded under clause 6.3, Singtel's liability for any loss or damage arising out of or in connection with this Agreement (whether based in contract, negligence, tort, statute or otherwise) is limited in aggregate to the benefit available to the Customer under the Call Plan for the month immediately preceding the event giving rise to the loss or damage.

- 6.5 Singtel's liability for loss or damage under this Agreement is diminished to the extent that the Customer's acts or omission (or those of a third party) contribute to the loss or damage.
- 6.6 The Customer will indemnify and keep indemnified Singtel against all expenses, losses, damages or costs which may be suffered or incurred by Singtel arising out of or in relation to:
- (a) any act or omission of the Customer in complying or failing to comply with its obligations under this Agreement;
 - (b) any claim by the Customer or by a third party against Singtel relating to the Call Plan, this Agreement, or any act or omission by the Customer.

7. Termination

- 7.1 Either party may terminate this Agreement at any time with immediate effect by giving written notice to the other party:
- (a) if the other party breaches any provision of this Agreement and, where that breach is capable of being remedied, fails to remedy that breach within 14 days after receiving notice requiring it to do so; or
 - (b) in circumstances where Singtel is the terminating party, if the Customer has failed to comply with any provision of the General Terms or the Specific Terms; or
 - (c) if, in relation to the other party, any resolution is passed by its shareholders, or any proceeding commenced before any court of competent jurisdiction, for its bankruptcy, judicial management, winding up or liquidation or the appointment of a receiver over a material part of its assets, or it suspends payment of its debts or makes any proposal or offer of arrangement or composition to all or any class of its creditors with respect to its debts.
- 7.2 Singtel may terminate this Agreement at any time with immediate effect on written notice to the Customer and without being liable to the Customer in damages or otherwise .

8. Consequences of Termination

On termination of this Agreement:

- (a) if the Agreement is terminated by the Customer at any time during the term, or by Singtel under clause 7.1, then the Customer is not entitled to receive or retain any benefits under the Call Plan and the Customer will be liable for, and Singtel is entitled to recover, any benefits (including, without limitation, any discounts, rewards, sponsorships or equipment subsidies) accrued or received by the Customer under the Call Plan; and
- (b) if the Agreement is terminated by the Customer under clause 7.1, or by Singtel under clause 7.2, then the Customer shall remain entitled to receive and retain any benefits already accrued and due under the Call Plan as at the date of termination.

9. Notices

All notices required or permitted to be given or made under this Agreement shall be in writing and delivered by hand or by courier, or sent by prepaid registered or certified post, or by facsimile, addressed to the relevant party at the address specified in Schedule B (or to such other address or facsimile number as that party may from time to time notify in writing to the other party).

10. Severability

The whole or any part of any clause of this Agreement that is illegal or unenforceable will be severed and will not affect the continued operation of the remaining provisions of this Agreement.

11. Entire Agreement

This Agreement:

- (a) constitutes the entire agreement between the parties relating to the Call Plan and supersedes all prior representations and agreements relating to the Call Plan; and
- (b) may only be varied in writing signed by the parties.

12. Governing Law and Jurisdiction

This Agreement is governed by the laws of the Republic of Singapore and the parties irrevocably submit to the non-exclusive jurisdiction of the Singapore courts.

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