



SPECIFIC TERMS AND CONDITIONS FOR SINGTEL TV GO

Please read the following Terms (as defined below) carefully, before using the TV GO App (as defined below). By accessing and/or using the TV GO App, you will be deemed to have read, understood and accepted these Terms.

1. Definitions and Interpretation

1.1 In these Terms, the following words and expressions shall have the following meanings:

1.1.1 **"App Content"** means all material, information, tools, content, hyperlinks, marks and logos contained in or displayed on, and all software and content which may be downloaded and/or accessed from or are made available through, the TV GO App (and/or any access thereto and/or use thereof), including:

- (i) all features, functionalities and TV Content for the time being offered and made available on or via the TV GO App;
- (ii) all advertisements, promotions and offers (whether from SingNet, any other Singtel Group Corporation or any third party);
- (iii) all material, information, tools, content, hyperlinks, marks and logos relating to third parties and/or products and/or services owned or provided by third parties;
- (iv) all hypertext links from the TV GO App to Third Party Sites; and
- (v) Third Party Content.

1.1.2 **"Appstores"** means such online digital media and/or application stores as SingNet may specify from time to time, which, as at the date of these Terms, comprise Apple Inc.'s iTunes Store and Google Inc.'s Google Play store.

1.1.3 **"Catch-Up Feature"** means the function made available on or via the TV GO App which allows:

- (i) the download from the TV GO App of such TV Content as SingNet may specify from time to time; and
- (ii) the access, within the TV GO App, to such downloaded TV Content,

in each case, as and when required by a customer within such period as SingNet may specify from time to time.

1.1.4 **"Catch-Up Programmes"** means TV Content which may be downloaded and accessed pursuant to the Catch-Up Feature.

1.1.5 **"Content Pack"** means the provision of access to certain selected TV Content offered by SingNet from time to time, as described in the prevailing Specific Terms and Conditions for Singtel TV Service.

1.1.6 **"Intellectual Property Rights"** means patents, trademarks, 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.

- 1.1.7 **“Home View Service”** means the function made available on or via the TV GO App, which allows the streaming of such TV Content as SingNet may specify from time to time, on the mobile handset or device on which the TV GO App is accessed and used, in real time as they are broadcasted on the relevant channels, as SingNet may specify from time to time, and which function may be accessed and used on up to 3 devices at any point in time. For the avoidance of doubt, the Home View Service is only available to customers who meet the criteria as specified in clause 3.2.5.
- 1.1.8 **“Losses”** means all losses, liabilities, costs, damages (including damages arising from cyber-attacks), claims, expenses (including legal fees, costs and expenses on a full indemnity basis), compensation, demands, actions and proceedings, howsoever arising, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, and whether direct, indirect or consequential.
- 1.1.9 **“Remote Control Feature”** means the function made available on or via the TV GO App which allows the pairing of the mobile handset or device on which such function is accessed and used with a Singtel TV set-top box, and the use of such mobile handset or device as a remote control with the same functionalities as the remote control provided by SingNet together with the subscription for Singtel TV Service(s) to which such Singtel TV set-top box relates.
- 1.1.10 **“Remote Recording Function”** means the function made available on or via the TV GO App which allows the scheduling of the recording of such TV Content as SingNet may specify from time to time before the broadcast of such TV Content (but not at or after the time such broadcast commences), and the recording of such TV Content.
- 1.1.11 **“Singtel Billing Terms”** means the prevailing terms and conditions of service available at <http://info.singtel.com/terms-billing> or such other website as may be maintained in respect of such terms and conditions.
- 1.1.12 **“Singtel General Terms and Conditions”** means the prevailing terms and conditions of service available at <http://info.singtel.com/terms-general> or such other website as may be maintained in respect of such terms and conditions.
- 1.1.13 **“Singtel TV Number”** is the unique 8-digit number assigned to you, as prescribed by SingNet and as stated in the bill issued to you by or on behalf of SingNet for your subscription for Singtel TV Service(s).
- 1.1.14 **“Singtel TV Service”** means the provision by or on behalf of SingNet of access to, and the right to utilise, such Content Pack(s) as SingNet may approve, and such other facilities, features (such as, without limitation, personal video recording, parental control), value added and/or other services and/or programmes as SingNet may approve.
- 1.1.15 **“SMS”** means Short Message Service.
- 1.1.16 **“Specific Terms and Conditions for Singtel TV Service”** means the prevailing terms and conditions of service available at http://www.singtel.com.sg/_pdf/singtel-tv-go-tnc.pdf or such other website as may be maintained in respect of such terms and conditions.



- 1.1.17 “**Terms**” means these Specific Terms and Conditions for Singtel TV GO, as may be amended from time to time.
- 1.1.18 “**Third Party Content**” means all material, information, tools, content and hyperlinks contained in Third Party Sites (whether relating to third parties and/or products and/or services owned or provided by third parties or otherwise).
- 1.1.19 “**Third Party Sites**” means websites and/or mobile applications owned, operated or provided by third parties.
- 1.1.20 “**TV Content**” means all material, channels and programmes (including any advertisements therein), and all content (whether visual, audio, video or otherwise) contained in or made available through such material, channels and programmes.
- 1.1.21 “**TV GO App**” means an application for mobile devices (available for download from an Appstore) offered, operated and maintained by SingNet from Singapore, through which, inter alia, certain functions and features and TV Content as may be offered and made available by SingNet from time to time, may be accessed and used.
- 1.1.22 “**Watch TV Service**” means the function made available on or via the TV GO App, which allows (i) the streaming of such TV Content as SingNet may specify from time to time, on the mobile handset or device on which the TV GO App is accessed and used, in real time as they are broadcasted on the relevant channels in respect of such TV Content as SingNet may specify from time to time. For the avoidance of doubt, the “**Watch TV Service**” is a separate and distinct service from the “**Home View Service**”.
- 1.2 The headings or titles to the clauses in these Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Terms.
- 1.3 Where the context so admits, the singular shall include the plural and words in the masculine gender shall include the feminine and neutral genders and vice versa. References to any “**person**” include any natural person, corporation, judicial entity, association, statutory body, partnership, limited liability company, joint venture, trust, estate, unincorporated organisation or government, state or any political subdivision, instrumentality, agency or authority, and its assigns and successors.
- 1.4 The word “**including**” shall not be construed as being by way of limitation and “**otherwise**” shall not be construed as limited by words with which it is associated. References to any document (including these Terms) shall be to such document as modified, amended, supplemented and varied from time to time.
- 1.5 The words and expressions used in these Terms that are defined in the Singtel General Terms and Conditions, the Singtel Billing Terms or the Specific Terms and Conditions of Singtel TV Service but are not defined herein, shall have the same meanings as defined in the Singtel General Terms and Conditions, the Singtel Billing Terms or the Specific Terms and Conditions of Singtel TV Service, respectively, unless the context otherwise requires.



2. General

- 2.1** In addition to these Terms, you shall be bound by and shall fully observe and comply with the Singtel General Terms and Conditions, the Singtel Billing Terms, the Specific Terms and Conditions of Singtel TV Service, the Singtel Data Protection Policy and such other terms and conditions as may be agreed or accepted by you in connection with your access and use of the TV GO App (all of which shall be deemed incorporated by reference).
- 2.2** These Terms are without prejudice to and shall not limit in any way the rights and protections conferred on SingNet or any Singtel Group Corporation and the obligations and liabilities imposed on you, under the Singtel General Terms and Conditions, the Singtel Billing Terms, the Specific Terms and Conditions of Singtel TV Service, the Singtel Data Protection Policy and such other terms and conditions as may be agreed or accepted by you in connection with your access and use of the TV GO App.
- 2.3** For the avoidance of doubt, and without prejudice to the foregoing, your access and use of the TV Content on or via the TV GO App shall be governed by the Specific Terms and Conditions of Singtel TV Service, with the TV GO App as the "Access Medium" for the relevant Singtel TV Service(s) for the purposes of the Specific Terms and Conditions of Singtel TV Service.
- 2.4** Any determination or decision that SingNet may make and any opinion, view, or consideration which SingNet may have under these Terms may be exercised, made or arrived at (as applicable) in SingNet's sole and absolute discretion, and SingNet shall not be required to provide any reason or explanation for its determination, decision, opinion, view or consideration. Without prejudice to the foregoing, any reason or explanation provided by SingNet is for information only, shall not be binding on SingNet, and does not constitute any representation, warranty or undertaking as to future action or otherwise.
- 2.5** Notwithstanding any provision in these Terms which require SingNet to, or envisage that SingNet will, give notify or inform you of any matter, SingNet may nevertheless not notify or inform you of such matter if SingNet considers in its/their sole and absolute discretion that notifying or informing you of such matter will or may cause (i) SingNet or any other Singtel Group Corporation to be in breach of any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body and/or (ii) any prejudice to any investigation or proposed investigation by any person (whether SingNet, any other Singtel Group Corporation, any regulatory authority or law enforcement body, or otherwise).

3. Eligibility for the TV GO App

- 3.1** You acknowledge and agree that that in order to download, access and use the TV GO App, you are required to at all times comply with the provisions of these Terms and satisfy the following, and you represent and warrant to SingNet that:
- 3.1.1** you are of 21 years of age or above and are legally capable and permitted to accede to these Terms;
- 3.1.2** you have in force a valid subscription for Singtel TV Service(s) from SingNet, through the use of a set-top box provided to you by SingNet (and not any other person);
- 3.1.3** you are downloading the TV GO App from an Appstore;
- 3.1.4** you are downloading, accessing and using the TV GO App on a mobile handset or device which meets or exceeds such mobile platform operating system requirements and specifications as



SingNet may specify from time to time, and do not contain any upgrades, modifications, applications, chips or other things that may render such handset or device incapable of supporting the TV GO App;

3.1.5 you have put in place certain connections (such as connections to the Internet, whether via wireless connection, mobile data, or otherwise); and

3.1.6 you shall not at any time be in arrears of any payments due to any Singtel Group Corporation (including any payments due to SingNet arising under or in connection with these Terms).

3.2 Without prejudice to Clause 3.1, you acknowledge and agree that:

3.2.1 the TV GO App is offered and made available by SingNet solely as a companion service contingent on the continued validity of, and by virtue of, your subscription(s) for Singtel TV Service(s) from SingNet, through the use of a set-top box provided to you by SingNet (and not any other person), and accordingly, the TV Content which you may access and use on or via the TV GO App is limited to (and shall not in any event be more extensive than) the TV Content that you may access and use pursuant to the terms and conditions of such subscription(s);

3.2.2 the Remote Control Feature may only be accessed and used if:

(i) the mobile handset or device on which the Remote Control Feature is accessed or used is connected to the same wireless network as the Singtel TV set-top box with which such mobile handset or device is to be paired, which wireless network shall be a network provided by SingNet or any Singtel Group Corporation;

(ii) you hold a valid subscription for such broadband services provided by SingNet or any Singtel Group Corporation, bundled with such Singtel TV Service(s), in each case, as SingNet may specify from time to time;

(iii) the box to which your subscription for broadband services and the set-top box provided under your subscription for the relevant Singtel TV Service(s) are connected to the same modem; and

(iv) the modem and/or routers connected to the boxes referred to in Clause 3.1.5(iii) are compatible for use with the Remote Control Feature as SingNet may specify from time to time, and in particular, are of such model and specifications, and are without such upgrades, modifications, applications, chips or other things that may render such modem and/or routers incapable of supporting the Remote Control Feature, in each case, as SingNet may specify from time to time;

3.2.3 the Remote Recording Function may only be accessed and used if:

(i) you are using a digital video recorder set-top box provided by SingNet; and

(ii) you hold a valid subscription for the "Singtel TV Digital Video Recorder" service;

3.2.4 the Catch-Up Feature may only be accessed and used if:

(i) you are using a version of the TV GO App which is version 3.0 or later; and



- (ii) for the purposes of downloading the relevant TV Content:
 - (a) the mobile handset or device on which you are accessing and using the Catch-Up Feature is connected to the Internet via wireless connection or mobile data; and
 - (b) there is sufficient storage space in the mobile handset or device on which you are accessing and using the Catch-Up Feature to store such TV Content once downloaded; and

3.2.5 the Home View Service may only be accessed and used if:

- (i) you hold a valid subscription for such fibre broadband services provided by SingNet or any Singtel Group Corporation, bundled with such Singtel TV Service(s) on a Singtel TV set top box, in each case, as SingNet may specify from time to time;
- (ii) the NRIC or FIN number provided under the subscription for both such Singtel fibre broadband services provided by SingNet or any Singtel Group Corporation and such Singtel TV Service(s) on a Singtel TV set top box is identical; and
- (iii) the mobile handset or device on which the Home View Service is accessed or used is connected to the same (i) fibre broadband network and (ii) Optical Network Terminal as the set-top box provided under your subscription for the relevant Singtel TV Service(s).

3.3 If any of the conditions in Clause 3.1 and where applicable, Clause 3.2, is not true or ceases to be true at any time for any reason whatsoever, SingNet may suspend (for such period as SingNet may in its sole and absolute discretion consider appropriate) or terminate these Terms and/or the availability to you of and/or your access to and/or use of the TV GO App (in whole or in part), in each case, without prior notice to you and without giving any reason. You shall not be entitled to claim against SingNet for any, and SingNet shall not be liable to you or be deemed to be in breach of these Terms by reason of any resulting, delay in providing or failure to provide to you, or any inability by you to access and use, the relevant features and functionalities on or via the TV GO App.

4. Service Limitations

4.1 Without prejudice to Clause 3, you acknowledge and agree that certain TV Content offered and made available on or via the TV GO App may only be available to and accessed by you within such period as SingNet may specify from time to time, and you shall not be entitled to claim against SingNet for any, and SingNet shall not be liable to you or be deemed to be in breach of these Terms by reason of any, delay in providing or failure to provide to you, or any inability by you to access and use, any such TV Content outside of such period.

4.2 Without prejudice to Clause 4.1, as at the date of these Terms:

4.2.1 A Catch-Up Programme is only available for download from the TV GO App 2 full days after such Catch-Up Programme is made available on the Singtel TV set-top box.

4.2.2 A downloaded Catch-Up Programme is only available for access:

- (i) within the TV GO App on the mobile handset or device on which the Catch-Up Feature was accessed and used to download such Catch-Up Programme; and



- (ii) for a period of 7 days once such Catch-Up Programme is downloaded, following which such Catch-Up Programme will no longer be able to be accessed (unless such Catch-Up Programme is downloaded again from the TV GO App).

4.3 Your access to and use (and manner of use) of the TV GO App (and any aspect thereof) shall at all times be subject to the rights which SingNet may have from the relevant content providers.

5. TV GO App

5.1 To access and use the TV GO App (or any aspect thereof), you will be required to provide SingNet such information and details as SingNet may specify from time to time (such as your Facebook account details). Without prejudice to the foregoing, as at the date of these Terms, you will be required to provide SingNet:

5.1.1 to access and use the Watch TV Service and Home View Service, your NRIC number and Singtel IPTV Number;

5.1.2 to access and use the Remote Recording Function, the username and password which you use to access and use the remote recording function on your Singtel TV set-top box; and

5.1.3 to access and use the Catch-Up Feature, your NRIC number and Singtel IPTV Number.

5.2 You may access and use the TV GO App using your details on up to 3 separate mobile handsets or devices (subject always to SingNet's approval). However, TV Content may only be streamed pursuant to the Watch TV Service on one mobile handset or device at any point in time.

5.3 If you access and use the TV GO App (or any aspect thereof) using your Facebook account details, you acknowledge and agree that the transactions and activities which you carry out on or via the TV GO App may be posted on Internet websites in relation to your Facebook account, and that SingNet and the other Singtel Group Companies accept no, and shall not bear any, liability or responsibility for any Loss arising directly or indirectly from or in connection with such posts.

5.4 You shall promptly notify SingNet upon discovering that there has been any:

5.4.1 inappropriate or unauthorised disclosure of and/or use of any of your details which may be required to be provided to access and use the TV GO App (or any aspect thereof); and/or

5.4.2 inappropriate or unauthorised access to and/or use of the TV GO App (or any aspect thereof) (whether effected using any of your details or otherwise),

and you shall promptly take such steps as may be specified by SingNet in relation to the foregoing matters.

5.5 You are solely responsible and liable for any access to and use of the TV GO App (and any aspect thereof) effected through the use of any of your details, notwithstanding that such details may have been used by any other person without your knowledge or authority. Accordingly, you waive any claim you may now or in the future have against any Indemnified Party for, and shall fully and effectively indemnify, defend and hold harmless each Indemnified Party from and against, any and all Losses arising directly or indirectly from or in connection with any such access and use.



5.6 Notwithstanding any other provision of these Terms, SingNet may, at its sole and absolute discretion, at any time modify the TV GO App (or any aspect thereof) (including introducing new applications and modifying the user interface) without prior notice to you and without giving any reason. Such modifications shall immediately become part of the TV GO App and your continued access to and use of the TV GO App shall be deemed to be your conclusive acceptance of the same.

5.7 You acknowledge and agree that your use of any mobile or data services in relation to your download of the TV GO App (and/or any updates thereof) and/or any access to and/or use of the TV GO App, any feature, functionality and/or TV Content for the time being offered and made available on or via the TV GO App (including the accessing of TV Content pursuant to the Watch TV Service or Home View Service and the downloading of TV Content pursuant to the Catch-Up Feature) and/or any App Content may entail additional charges with the relevant mobile and telecommunication service providers and that you shall be solely responsible for such charges (where applicable).

6. Your General Obligations

6.1 Without prejudice to any other obligations which you may have (whether under these Terms, at law, in equity or otherwise), you represent, warrant and undertake that:

6.1.1 you shall only access and use the TV GO App for (and only for) personal, private and non-commercial purposes (and no other purpose) and in such manner and subject to such limitations as SingNet may specify from time to time, and in particular shall not, and shall not assist, cause, permit or authorise any person to, at any time access or use the TV GO App (or any aspect thereof):

- (i) for any commercial, unlawful or illegal activity or purpose (including commercial distribution); or
- (ii) in any manner which will result in you, SingNet and/or any other Singtel Group Corporation breaching any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body, and/or which may affect SingNet or any Singtel Group Corporation's equipment, network, servers, systems, and/or other services, or any other person's access to and use of the TV GO App or any other service provided by SingNet or any Singtel Group Corporation,

and without prejudice to the foregoing, you shall not, and shall not assist, cause, permit or authorise any person to, at any time to copy, upload, post, publish, transmit, reproduce, or distribute in any way or manner whatsoever information, software, or other material, which contain or may contain any thing which is inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful, or which violates any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body or any applicable proprietary, privacy, publicity or other rights of any person (including Intellectual Property Rights);

6.1.2 any and all information provided by you to SingNet and/or any other Singtel Group Corporation in connection with your access to and use of the TV GO App and/or these Terms shall be true, accurate and complete, and you shall promptly notify and update SingNet and/or the relevant other Singtel Group Corporation in the event of any change to such information (in such form and with such valid supporting documentation as may be required by SingNet and/or the relevant other Singtel Group Corporation from time to time);



- 6.1.3 you shall at all times when accessing and using the TV GO App comply with these Terms and all applicable laws and directions, orders and requirements of (including guidelines, procedures, policies and regulations which may be prescribed, introduced, varied and/or amended by) any applicable regulatory authority and/or law enforcement body;
- 6.1.4 you shall take, obtain and maintain in force all necessary action to authorise and all necessary permits, licences, approvals, consents, waivers and exemptions for your entry into and performance of your obligations under these Terms and to access and use the TV GO App; and
- 6.1.5 you shall render to each of SingNet and any other Singtel Group Corporation any assistance and co-operation as SingNet or any other Singtel Group Corporation may require in connection with any investigation undertaken and/or action taken by SingNet or the relevant other Singtel Group Corporation in accordance with these Terms (including that referred to in Clause 7.3).

7. General Rights of SingNet and Singtel Group Corporations

- 7.1 SingNet shall be entitled to send, and you hereby consent to SingNet, sending and to you receiving, “push notifications” and SMS notifications relating to TV GO App (or any aspect thereof).
- 7.2 Notwithstanding any other provision of these Terms, SingNet shall be entitled to, and hereby reserves all rights to, at any time disable any links to or frames of any website or mobile application, and to remove or not publish any content, material or comments, containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, material or information, or material or information that violates any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body or any applicable proprietary, privacy, publicity or other rights of any person (including Intellectual Property Rights).
- 7.3 Each of SingNet and any other Singtel Group Corporation shall be entitled to at any time investigate complaints or reported breaches of these Terms or any matter referred to in these Terms, and to take any action SingNet or such other Singtel Group Corporation (as the case may be) may consider appropriate, including reporting any suspected unlawful activity to law enforcement officials or regulators and disclosing any information necessary or appropriate to such persons.
- 7.4 Without prejudice and in addition to any right of set-off to which SingNet is otherwise entitled, each of SingNet may, at any time, upon written notice to you, set-off any amounts owing by you to SingNet against any amounts which SingNet owes to you. Notwithstanding the foregoing, in the event that you breach any provision of these Terms, SingNet may perform such set-off without notice to you.

8. Disclaimers

- 8.1 The TV GO App is available for download and made available for access and use in Singapore ONLY. SingNet makes no representation that the TV GO App (or any aspect thereof) is lawful, appropriate or available for use in other locations or jurisdictions.
- 8.2 You acknowledge and agree that the TV GO App and all App Content is provided to you on an “as is, as available” basis. Notwithstanding any other provision of these Terms, nothing in these Terms, the TV GO App or any App Content constitutes or should be regarded as an offer or solicitation on the part of SingNet to provide any products or services described therein to any person to whom it is unlawful to make such offer or solicitation or where the local law or regulation does not permit the purchase of, subscription for or other use of such products or services.



- 8.3** All App Content are provided or made available to you for general information and reference only. In addition, all App Content relating to third parties and/or products and/or services provided by third parties or provided on behalf of third parties are re-transmitted by SingNet to you in the ordinary course of business. Such products and/or services, and any act or omission of such third parties, shall be the sole responsibility of the relevant third party, and you must (and may only) pursue any claim, dispute or remedy in respect thereof with such third party.
- 8.4** App Content may contain or comprise geographic, political, economic, statistical, financial and exchange rate data presented in approximate or summary or simplified form which may change over time, and may be based on material and/or information obtained from third parties which may not be accurate. You should not use any App Content as a basis for making any decision. No App Content should not be relied upon without consulting primary or more accurate or more up-to-date sources of information or specific professional advice. You should obtain such professional advice where appropriate.
- 8.5** Your access to and use of TV GO App and the App Content shall be solely at your own risk. You are solely responsible for evaluating the accuracy, completeness and usefulness of all opinions, advice and other information received with respect to the TV GO App in determining whether to access and/or use TV GO App (or any aspect thereof).
- 8.6** In particular, without limitation, if you choose to access and/or use any Third Party Sites and/or Third Party Content, you acknowledge and agree that your access and/or use shall be subject to, and you shall review, accept and comply with, such terms and conditions (including any end user licence agreements) as may be applicable to such Third Party Sites and/or Third Party Content. You shall be solely responsible for any provision or submission of information by or on behalf of you on or through any Third Party Site.
- 8.7** Without prejudice to clauses 10 and 11 of the Singtel General Terms and Conditions, SingNet expressly excludes any representation, warranty, guarantee, endorsement or undertaking of any kind, whether express or implied, statutory, arising from usage or custom or trade or by operation of law, or otherwise:
- 8.7.1** in relation to any failure, refusal, delay, error or other act or omission by or on behalf of any third party (including any content provider), and any transaction or activity carried out on or via the TV GO App or any Third Party Site (including whether or not such transaction or activity is inaccurate, inadequate, incomplete, ambiguous or inconsistent in any way for any reason whatsoever);
 - 8.7.2** in relation to any notifications sent to you from or through the TV GO App, or the transmission of any such notifications;
 - 8.7.3** as to the accuracy, privacy, reliability, security, timeliness, non-infringement, title, merchantability, fitness for purpose, accessibility, functionability, availability or ability of the TV GO App (or any aspect thereof);
 - 8.7.4** as to the inter-operability of the TV GO App (or any aspect thereof) with any other system, infrastructure, interface, product, service, network or otherwise to any extent;
 - 8.7.5** as to whether the TV GO App (or any aspect thereof) will meet your needs or requirements in any way or be uninterrupted, timely, secure, or free from computer viruses, Trojan horses, worms, malicious, destructive or corrupting codes or programmes, malicious activities of third parties, software bombs or similar items, defects, delays, errors, spyware, malware, adware, imperfections, faults, mistakes, misrepresentations, omissions, defects or inaccuracies;



8.7.6 as to whether the service conditions on which your access to and/or use of the TV GO App (or any aspect thereof) may depend (as further described in Clause 8.8), will be met; and

8.7.7 as to whether or not your access to and/or use of the TV GO App (or any aspect thereof) will (i) breach any applicable law and/or any direction, order or requirement of any applicable regulatory authority or law enforcement body, (ii) contain any obscene, offensive, defamatory material, or (iii) breach or infringe any rights, including Intellectual Property Rights and other proprietary, privacy and publicity rights, of any person and any obligations of confidence,

and save to the extent prohibited by applicable law, the Indemnified Parties accept no, and shall not bear any, liability or responsibility for any, and you waive any claim you may now or in the future have against any Indemnified Party for, and shall fully and effectively indemnify, defend and hold harmless each Indemnified Party from and against, any and all Losses arising directly or indirectly from or in connection with any or all of the foregoing matters.

8.8 You acknowledge and agree that your access to and use of the TV GO App (or any aspect thereof) and the quality of such access and use, shall generally, in addition to the conditions referred to in Clause 3, be subject to the following service conditions being met:

8.8.1 the model and specifications of the mobile handset or device on which the TV GO App (or the relevant aspect thereof) is accessed and/or used;

8.8.2 the availability and connectivity of a suitable network, infrastructure and/or platform at the time of such access and use, and the quality thereof; and

8.8.3 the geographic and technical capability of the mobile networks and delivery systems (including Internet connection), and the quality thereof (including the amount of bandwidth enjoyed), at the time and location of such access and use.

8.9 You acknowledge and agree that SingNet has entered and/or may enter into agreements and arrangements with, and is and/or may be subject to certain obligations to, owners and operators of Appstores ("**Appstore Providers**") in connection with the distribution of the TV GO App as a mobile application. SingNet accepts no, and shall not bear any, liability or responsibility for any Loss arising from or in connection with any act or omission of any Appstore Provider, or otherwise from the relationship between SingNet or any Singtel Group Corporation on the one hand, and such Appstore Providers on the other hand.

9. Intellectual Property Rights

9.1 You agree that the caching, hyperlinking to and framing of the TV GO App (or any aspect thereof) are strictly prohibited, and that you shall not, and shall not assist, procure or cause any person to do or omit to do any thing which may constitute any of such activities.

9.2 All Intellectual Property Rights in or relating to the TV GO App and all App Content, including information, communications, software, texts, graphics, links and sounds, belong to SingNet and/or its related corporations, content providers and/or third party licensors. Nothing in these Terms shall be construed as granting you, by implication, estoppel or otherwise, and you shall not in any event be entitled to, any licence or right to use any such Intellectual Property Rights without the prior written consent of the relevant holder of such Intellectual Property Rights. Any right not expressly granted herein is reserved.



9.3 You shall not, and shall not assist, cause, permit or authorise any person to tamper, reproduce, modify, store, copy, use, transfer, distribute, republish, download, post, transmit, translate, pledge, sublicense, rent, lease, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the computer systems and other technology that operates or supports, or create any derivative works based on, any App Content (or any part thereof) (including its user interfaces), in any form or by any means, without the prior written permission of the relevant copyright holder for any purpose whatsoever. For the purposes of these Terms, "reverse engineer" includes the examination or analyses of any App Content to determine the source code, structure, organisation, internal design, algorithms or encryption devices of the underlying technology of any App Content. The source and object code of the TV GO App constitute a trade secret of SingNet and must not be accessed, examined or shared without SingNet's prior written consent.

9.4 You hereby grant to SingNet a worldwide royalty-free perpetual licence of the copyright and intellectual property rights in all information and material which you provide to SingNet in accessing and using the TV GO App (or any aspect thereof) for any purpose SingNet deems fit (including the copying, transaction, distribution and publication thereof).

10. Personal Data Policy

10.1 What is your personal information used for?

For the Singtel TV GO app to work on your iOS or Android devices you can choose whether to accept or reject the following permissions.

The Android Operating System requires you to accept all of these permissions regardless of whether or not you use these features within the Singtel TV GO app:

Photo/Media/Files Storage – this gives the app access to save files onto your device. This lets you store the downloaded movies or series for offline playback.

Phone State and Identity - this allows the app to read the phone's status and identity for Digital Rights Management security and verification purposes.

Device ID - may be passed to third party vendors for usage tracking, marketing and advertising purposes.

IP Address – this allows the app to read your location for the purpose of granting content viewing rights based on geographical location.

Line ID - this allows the app to access your Fibre subscription for the purpose of providing access to the Home View feature.

Wi-Fi Connection information - this gives the app full network access, and allows it to view Wi-Fi and network connections. The app uses these to check your connection for live and on demand viewing.

Draw over other apps - this allows the app to remain open in the background and provide reminder and alerts to you.

The above information may be disclosed to 3rd party vendors for the purpose of providing this service.



10.2 Can you opt out of the collection of your personal information by Singtel TV GO app?

In the event that you wish for us to discontinue the collection, use, disclosure and/or processing of your personal data for any of the above purposes, you may write in to us at g-tvgo@singtel.com to inform us.

10.3 Can you update your personal information?

You may update your personal information at any time by writing in to us at g-tvgo@singtel.com to inform us.