

## **1. Incorporation by reference**

In addition to:

- (a) Singtel's General Terms and Conditions of Service (available at [http://home.singtel.com/terms/default.asp?source=general&product\\_name=general](http://home.singtel.com/terms/default.asp?source=general&product_name=general));
- (b) Singtel's Billing Terms and Conditions (available at [http://home.singtel.com/customer\\_service/all\\_about\\_bills/default.asp?cat\\_id\\_=9526DD99-F1DF-4A00-87A2-12A6FF53C389](http://home.singtel.com/customer_service/all_about_bills/default.asp?cat_id_=9526DD99-F1DF-4A00-87A2-12A6FF53C389)); and
- (c) Specific Terms and Conditions for SingNet Broadband Access Service (available at [http://home.singtel.com/terms/default.asp?source=singnet&product\\_name=singnet\\_tnc](http://home.singtel.com/terms/default.asp?source=singnet&product_name=singnet_tnc)), which terms and conditions are deemed incorporated by reference, the Customer shall be bound by the these Specific Terms and Conditions. In the event of any conflict or inconsistency between:
  - (i) Singtel's General Terms and Conditions, Singtel's Billing Terms and Conditions and/or these Specific Terms and Conditions, such conflict or inconsistency shall be resolved in accordance with the provisions of Singtel's General Terms and Conditions; or
  - (ii) any provision of the Specific Terms and Conditions for SingNet Broadband Access Service and any provision of these Specific Terms and Conditions, these Specific Terms and Conditions shall prevail over the Specific Terms and Conditions for SingNet Broadband Access Service.

## **2. Definition and Interpretation**

2.1 In these Specific Terms and Conditions, the following words and expressions shall have the following meanings:

- (a) "citizen of Singapore" shall have the meaning ascribed to it in the Interpretation Act, Chapter 1;
- (b) "Customer" means any person who registers or subscribes to the Singtel TV Service;
- (c) "Access Medium" means the medium (whether wired or wireless, including satellite, cable, radio waves, cellular technology or Internet and whether for reception on cellular phones, television sets, radio sets, personal computers or any other equipment or device) stipulated or approved by SingNet from time to time as the medium by or through which the Customer may access and utilize the Singtel TV Service;
- (d) "Application Form" means the SingNet application form submitted by or on behalf of the Customer in order to subscribe to the Singtel TV Services in accordance with these Specific Terms and Conditions;
- (e) "Authorised Persons" means any SingNet contractor(s), agent(s) or supplier(s) duly authorised by SingNet to, on behalf of SingNet, carry out installation and the provisioning of the CPE and the Singtel TV Service or any part(s) thereof in accordance with these Specific Terms and Conditions;
- (f) "Content" means all material, channels and programmes (including any advertisements therein) broadcasted by SingNet as part of the Singtel TV Service;
- (g) "Content Subscription" means any subscription by the Customer for any Content or Package other than a Fixed Term Subscription;
- (h) "CPE" means all equipment (including replacement equipment) supplied by SingNet for the reception or provisioning of the Singtel TV Service, excluding equipment purchased by the Customer, but including the set-top box and all peripherals supplied together with or for use together with such equipment such as power cords and adaptors, manuals and remote control units. For the avoidance of doubt, all CPE constitutes Singtel Equipment (as defined in the General Terms and Conditions of Service);
- (i) "Damages" means all direct and indirect liabilities, losses, damages, costs and expenses, fines and penalties including loss of profits, business or anticipated savings, or any other consequential losses, fees on a full indemnity basis and disbursements and costs of investigation, litigation, settlement, judgment and interest regardless of whether they arise in contract, tort (including negligence) or under any statute or otherwise;

- (j) "Fixed Term" means the minimum subscription period stipulated by SingNet to be applicable for any Content or Package;
- (k) "Fixed Term Subscription" means subscription for any Content or Package by the Customer for a Fixed Term;
- (l) "Laws" means all applicable legislation, regulations, codes of practice, or standards, directions, guidelines, instructions and orders in force from time to time in Singapore, including the Broadcasting Act, Subscription Television Programme Code, VOD Programme Code and Media Development Authority of Singapore Act;
- (m) "Singtel TV Service" means the service comprising of the provision by SingNet to the Customer of access to the Content, through the Access Medium and includes any features (such as personal video recording, parental control etc), value added services and programmes and/or such other services or facilities relating thereto provided by SingNet which SingNet designates as a service or facility hereunder, including any amendments made to any of the foregoing by SingNet from time to time, all of which shall be subject to these Specific Terms and Conditions;
- (n) "Package" means selected Content offered as a collective package under the Singtel TV Service, which package may be amended from time to time at SingNet's sole and absolute discretion;
- (o) "Premises" means (i) the residential premises as specified in the Application Form where the Singtel TV Service are to be provided by SingNet or (ii) such other residential premises as may be notified by the Customer in accordance with the procedures stipulated by SingNet from time to time and approved by SingNet in its sole and absolute discretion;
- (p) "Public Viewing Area" means any area to which members of the public have access (whether or not such access is conditional upon the payment of a fee or charge) and includes any public area outside the Premises, all clubs, hotels, motels, offices, hospitals, cafes, coffee shops and institutional and educational centres and public areas therein;
- (q) "Qualified Foreigner" means a person who is not a citizen of Singapore and who, in accordance with the applicable Laws, is an employment pass holder, work permit holder or dependent pass holder (with a minimum validity period of twelve (12) months);
- (r) "Service Delivery Order" means the SingNet form signed by the Customer acknowledging the successful installation of the CPE and the Singtel TV Service at the Premises;
- (s) "Service Fee" means the charges payable by the Customer for the Singtel TV Service;
- (t) "SingNet" means SingNet Pte Ltd (CRN: 199802130W);
- (u) "Singtel Group Corporation" means any corporation within the Singtel Group;
- (v) "Singtel" means Singapore Telecommunications (CRN: 199201624D) and its successors;
- (w) "Singtel Telephone Service" means Singtel's analogue or digital fixed-line telephone Service;

2.2 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.

2.3 The words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.

2.4 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.

### **3. Eligibility for Singtel TV Service**

3.1 The Customer shall satisfy all criteria set forth herein, including any additions, subtractions or amendments thereto that SingNet may from time to time make in its sole and absolute discretion. In the event any such criteria have not been satisfied or cease to be satisfied at any time whatsoever, SingNet shall be entitled in its sole and absolute discretion to refuse to provide and/or suspend and/or terminate (as the case may) the provision of the Singtel TV Service or any part(s) thereof to the Customer.

3.2 The Customer shall be of no less than twenty-one (21) years of age and shall at all times also be the subscriber of an existing or supplementary Singtel Telephone Service at the Premises or be authorised by the subscriber of such Singtel Telephone Service to utilise such Singtel Telephone Service for the purposes of obtaining the Singtel TV Service.

3.3 The Customer must be either a citizen of Singapore or a Qualified Foreigner.

3.4 The Customer may apply for and utilise only one (1) set-top box per Singtel Telephone Service at the Premises.

3.5 The Customer shall at all times not be in arrears of any payments due to any of the Singtel Group Corporations in respect of any Service (including the Singtel TV Service).

3.6 The Customer may subscribe to multiple Services in addition to the Singtel TV Service. If the Customer breaches the terms and conditions applicable to any one or more Services, SingNet shall have the right to suspend and/or terminate the Singtel TV Service pursuant to Clause 9 and any or all of the other Services may be suspended or terminated by SingNet or the relevant Singtel Group Corporation, as the case may be.

#### **4. Service Term**

4.1 The Customer may subscribe to any number of Fixed Term Subscriptions in such form or manner as SingNet may specify each of which shall be subject to these Specific Terms and Conditions. After the expiry of the relevant Fixed Term for a Fixed Term Subscription, such Fixed Term Subscription shall be automatically converted to a Content Subscription which the Customer may terminate in accordance with Clause 9.

4.2 For the avoidance of doubt, these Specific Terms and Conditions shall not, unless otherwise specified by SingNet, be deemed to affect or prejudice any of the Customer's other obligations or any rights of SingNet, under any other Customer Agreements or in respect of any other Services whatsoever. For the avoidance of doubt, such obligations and rights shall, unless otherwise specified by SingNet or the relevant Singtel Group Corporation, be several and cumulative in nature.

#### **5. Service Provisioning**

5.1 The Customer shall allow SingNet or any Authorised Person to perform any installation of CPE as SingNet may deem necessary for the provision of the Singtel TV Service. The Customer agrees to comply with all reasonable requirements of SingNet pertaining to the installation thereof, including requirements concerning the personal safety of any person or protection of any property.

5.2 Without prejudice to the generality of Clause 5.1, the Customer shall be liable for engaging or procuring at its own cost any third party installation or other professional services which, by virtue of any of the Customer's equipment or any equipment or software setting, arrangement, modification or configuration, SingNet determines, in its sole and absolute discretion, to be necessary for the proper installation of the CPE and the provisioning of the Singtel TV Service.

5.3 The Customer is responsible for ensuring that all Customer equipment and systems connected to the CPE or to which the CPE is connected meet the minimum requirements as may be stipulated by SingNet and that they are compatible, can properly function and inter-operate with the CPE. The Customer shall be liable for all Damages including those arising out of any CPE failure or degradation in the performance of SingNet's network as may howsoever result from the Customer's non-compliance with

the above obligation. SingNet makes no warranty whatsoever regarding the ability or continued ability of any CPE to function and/or inter-operate with any Customer equipment or system to any extent and specifically disclaims any and all such warranties or representations pertaining thereto whether express or implied. The Customer further acknowledges and accepts that unless expressly stated herein or by SingNet at any time, neither the Singtel TV Service nor the CPE supports the use of nor is compatible with any other hardware, equipment or software.

5.4 If SingNet provides a parental control facility or any other features in connection with the use of the Singtel TV Service, it is the Customer's responsibility to set up and activate the relevant functionality or feature and keep all access code(s) and/or PIN(s) secure.

## **6. Obligations of the Customer**

6.1 The Customer acknowledges and agrees that the Singtel TV Service is provided and shall be used only for personal, private and non-commercial viewing within the Premises. The Customer shall not, and shall not allow any other person to, without SingNet's prior written authorization:

6.1.1 split, redirect, redistribute, rebroadcast, or otherwise offer or supply the Singtel TV Service or any Content or part thereof in any manner whatsoever whether within or outside the Premises; or

6.1.2 use the Singtel TV Service in any Public Viewing Area, connect to any television or monitor in a Public Viewing Area (whether directly or indirectly by means of any device or otherwise) or permit any Content to be visible from a Public Viewing Area.

6.2 The Customer acknowledges that the Content and the Singtel TV Service are the subject of various intellectual property rights belonging to SingNet or third parties. Except as expressly set out in this Agreement, the Customer acquires no rights in and/or over any aspect of the Singtel TV Service or Content including the intellectual property rights related thereto. The Customer shall not, and shall not allow any other person to, copy, reproduce, distribute or create derivative works of any Content without the prior written authorization of SingNet or the lawful owner of the relevant intellectual property rights.

6.3 The Customer must not disclose any usernames, passwords (including PIN numbers) or account information relating to the Singtel TV Service to any third parties. The Customer shall immediately notify SingNet in the event of any unauthorised disclosure or use of any username, password, account information or PIN number. Until SingNet is notified and for 7 working days thereafter (or such other period as SingNet may notify the Customer) as SingNet may require to remedy the situation, the Customer shall be responsible for any and all consequences arising out of the unauthorised use of the Singtel TV Service.

6.4 The Customer warrants that all necessary consents, permits and/or licences of the owner or owners of the Premises or any hardware, equipment and/or software that is not owned by the Customer and are howsoever directly or indirectly used or to be used by the Customer in conjunction or connection with the Singtel TV Service have been obtained, prior to the installation and use of the Singtel TV Service.

6.5 The Customer acknowledges that SingNet may, from time to time, be under a legal obligation to implement certain terms and/or conditions and/or measures to combat intellectual property rights infringement whereupon the Customer shall comply with any such terms and/or conditions and/or SingNet's directions in relation thereto.

6.6 SingNet reserves the right to immediately terminate the provision of the Singtel TV Service to the Customer in the event of any breach of this clause 6, whether actual, perceived, anticipated or otherwise without prejudice to any of SingNet's rights at law or in equity.

## **7. Equipment**

7.1 SingNet retains the legal and beneficial ownership in and to all CPE (excluding CPE purchased by the Customer) save as expressly otherwise stated in writing. The Customer shall not remove any marking(s), labels or logos (whether of SingNet or any third party) on any CPE, including any marking(s), labels or logos which may identify such CPE as belonging to SingNet. The Customer shall be responsible for providing a suitable place for the CPE including all necessary electrical points. The Customer shall not do anything inconsistent with SingNet's ownership rights in and to the CPE including offering the CPE for sale, renting or creating or allowing a security interest to be created over the CPE, parting with possession of the CPE or removing the CPE from the Premises, except as permitted by SingNet in writing or as expressly permitted under these Specific Terms and Conditions.

7.2 The following services do not form part of the Singtel TV Service and SingNet is under no obligation to provide any of the same:

- (a) Connection of the CPE to any third party devices including any amplifier or home theatre systems;
- (b) The dismantling and/or re-installation of any television set including a wall-mount or ceiling mount television set;
- (c) Connection of the CPE to or any other equipment relating to home networking solutions, including wireless bridges and power line adapters; and
- (d) Cabling services including pertaining to LAN cables, RCA cables, electrical cables and the like.

7.3 By signing the Service Delivery Order, the Customer acknowledges that all work and all CPE installation howsoever provided by SingNet whether or not detailed on the Service Delivery Order was carried out to the Customer's satisfaction and that the CPE was in good working order at the date of installation and that the Customer approves the quality and reception of the Singtel TV Service. The Customer also acknowledges he/she has accepted the provisioning of the Singtel TV Service and SingNet shall be entitled to commence charging the Service Fee.

7.4 The Customer will be responsible for any damage to, or loss or non-return of, the CPE caused by any reason whatsoever, including wilfulness or negligence of the Customer or any third party, acts of Force Majeure, natural disaster, fluctuations in power supply or any error or act or omission of the Customer or any third party. All repair or replacement charges, based on SingNet's prevailing rates, shall be paid by the Customer.

7.5 SingNet may at any time alter or substitute the CPE or any part(s) thereof at its sole and absolute discretion. Any and all removal, relocation, maintenance or connections to the CPE by the Customer shall only be carried out with the prior written authorization of SingNet. The Customer shall be liable to pay SingNet's call-out fee (at SingNet's then prevailing rates) where any service fault is incorrectly reported or was found not to be due to any fault with the CPE. Without prejudice to the generality of the foregoing, the Customer shall be liable to pay for any work done by SingNet (including labour and spare parts charges) that was required in order to find any fault and/or repair it.

7.6 SingNet shall be entitled at all reasonable hours to access the Customers' premises to perform any work on the CPE and/or the software embedded therein, including for the purposes of performing any equipment and/or software or firmware upgrade. The Customer shall comply with all of SingNet's instructions in relation to the operation and maintenance of the CPE and/or the software or firmware embedded therein, including instructions to turn off and on the CPE.

## **8. Fees and Registration**

8.1 Customers who are Qualified Foreigners shall provide (in cash or by such other method as SingNet may agree) an amount, based on SingNet's prevailing rates, as a security deposit for the CPE. This

deposit cannot be applied by the Customer towards the payment of any Service Fee. However, SingNet may, at its sole and absolute discretion, apply this deposit, as SingNet deems appropriate, to offset any outstanding Service Fee and/or any amount(s) or debt(s) due under any Customer account or any Damages incurred by SingNet as a result of the Customers' breach or anticipated breach of any of these Specific Terms and Conditions or any other applicable terms and conditions. Any remaining balance shall be refunded without interest only after the Singtel TV Service has been terminated, all CPE have been returned and all outstanding amounts due, accruing or payable to SingNet, have been paid and all of the Customer's obligations under these Specific Terms and Conditions have been performed to the satisfaction of SingNet.

8.2 SingNet shall be entitled to impose a "minimum spend sum" for the Singtel TV Service, i.e. regardless of whether the Content or Packages which a Customer subscribes for (if any), each Customer shall be billed and shall be obliged to pay such a sum each month provided that any Service Fees payable by the Customer during such month for any Content or Packages which such Customer has subscribed for shall be set-off against such sum.

## **9. Termination**

9.1 The Customer may terminate any Content Subscription (but not the Singtel TV Service), upon the provision of 1 (one) month's notice in writing to SingNet. The Customer may terminate any Fixed Term Subscription (but not the Singtel TV Service) by notice in writing to SingNet save that the Customer shall be liable to pay a termination charge (if any) based on SingNet's prevailing rates ("Termination Charge").

9.2 The Customer shall be liable to pay all Service Fees calculated up to and including the actual date of termination. For the avoidance of doubt, following the termination of any Fixed Term Subscription or Content Subscription, any subscription for the same Fixed Term Subscription or Content Subscription shall be regarded as a new Fixed Term Subscription or new Content Subscription.

9.3 The Customer may terminate the Singtel TV Service by returning all CPE (except the cabling infrastructure) to such location as may be specified by SingNet and by signing such acknowledgement of service termination as may be required by SingNet, following which the Singtel TV Service, all Content Subscriptions (if any) and Fixed Term Subscriptions (if any) shall be deemed to have been terminated by the Customer. SingNet shall be under no obligation to remove or retrieve any CPE. Where the Customer requests SingNet to remove the CPE from the Premises and if SingNet accepts such request:

- (a) the Customer shall allow SingNet and/or any Authorised Persons reasonable access to the Premises for such purpose;
- (b) SingNet may charge the Customer a fee for such removal or retrieval; and
- (c) the Singtel TV Service, all Content Subscriptions (if any) and Fixed Term Subscriptions (if any) shall be deemed to have been terminated by the Customer on the date that SingNet and/or any Authorised Person removes the CPE from the Premises and the Customer shall be liable to pay all Service Fees calculated up to and including such date and all Termination Charges (if any).

9.4 Upon termination of the Singtel TV Service for any reason, SingNet shall not be obliged to restore or reconfigure the Customer's premises, hardware, equipment and/or software and the Customer shall be responsible for reconnecting and/or reconfiguring any of its hardware, equipment and/or software after termination. If the Customer requests SingNet to undertake any such services, and if SingNet accepts such request, SingNet may levy, and the Customer shall pay, such charge(s) as may be

determined by SingNet in accordance with its prevailing rates including charges for the removal of any CPE.

9.5 In addition to any other rights of termination which SingNet may have under the General Terms and Conditions, any other provision in these Specific Terms and Conditions or otherwise, SingNet may forthwith terminate the Singtel TV Service without notice to the Customer in the event of:

- (a) any unauthorised act of the Customer which results in any damage, impairment or interference to any Service provided or otherwise transmitted by SingNet, any Singtel Group Corporation and/or any third party;
- (b) any unauthorised act of the Customer which may potentially result in any damage, impairment or interference to the networks of SingNet, any Singtel Group Corporation and/or any third party;
- (c) any investigation or prosecution of the Customer by the relevant law enforcement agency for an offence under the Betting Act (Cap. 21), the Common Gaming Houses Act (Cap. 49), section 48 of the Broadcasting Act (Cap. 28) or the Copyright (Network Service Provider) Regulations 2005, involving the Customer's use of any broadcasting service provided or otherwise transmitted by SingNet;
- (d) any provision by the Customer of incorrect, false or misleading information in applying for or in receiving the Singtel TV Service;
- (e) the Customer becoming (or threatening to become) bankrupt or insolvent, or going into liquidation, judicial management, winding-up, or the appointment of a receiver, trustee, judicial manager or administrator over any of the Customer's assets;
- (f) the Customer causing genuine distress to the employees of SingNet;
- (g) any of the following situations where it becomes impractical for SingNet to serve the Customer:
  - (i) the Premises have been demolished;
  - (ii) the Customer has passed away;
  - (iii) the Customer changes address and fails to inform SingNet of his/her intention to terminate the Singtel TV Service;
  - (iv) SingNet is unable to contact the Customer following his/her instruction to temporarily suspend the Singtel TV Service;
  - (v) SingNet is unable to contact the Customer following the Customer's migration overseas; or
  - (vi) the Customer ceases to be the subscriber of the existing or supplementary Singtel Telephone Service at the Premises referred to in Clause 3.2 or ceases to be authorised by the subscriber of such Singtel Telephone Service to utilise such Singtel Telephone Service for the purposes of obtaining the Singtel TV Service.

9.5 For the avoidance of doubt, SingNet's right of termination hereunder shall be to the maximum extent permissible by Laws and/or as required by its terms and conditions with any third party content provider and in which event, the Customer shall also be liable to pay Termination Charges. Upon termination of the Singtel TV Service by SingNet for any reason, the Customer shall return all CPE (except the cabling infrastructure) to such location as may be specified by SingNet, failing which SingNet may, without prejudice to its rights and remedies at law or in equity, either collect the CPE and charge the Customer a collection fee (and in which case the Customer shall allow SingNet and/or any Authorised Persons reasonable access to the Premises for such purpose) or charge the Customer a replacement fee in accordance with SingNet's prevailing rates.

9.6 SingNet may at any time suspend the Singtel TV Service or part(s) thereof, upon the provision of notice to the Customer. For the avoidance of doubt, such notice may contain certain terms and conditions with which the Customer may then be required to comply with before the provision of the Singtel TV.

## **10. Limitation of Liability**

10.1 SingNet does not guarantee the availability or continuity of the Singtel TV Service at all times in all areas. Availability, delivery methods and pricing may depend on geographical location and a range

of other factors, including to poor weather, equipment malfunction or interference, suitability of location for installation of distribution points, which are beyond SingNet's control. SingNet shall not be liable to the Customer for any failure, breakdown or disruption of Singtel TV Service.

10.2 Neither SingNet nor any SingNet Authorised Persons shall be liable for any Damages, suffered or incurred by the Customer which may arise (whether in contract, tort, including negligence under statute or otherwise) by reason of or in connection with the provision of Singtel TV Service.

10.3 SingNet is not liable to the Customer for any costs, loss, liability or damage (whether direct, indirect or consequential) arising out of these Specific Terms and Conditions or the supply or non-supply of the Singtel TV Service, including damage to the Customer's equipment, arising in any way, including in tort, negligence, breach of statutory duty or in connection with the Singtel TV Service.

10.4 To the extent permitted by law, SingNet exclude all warranties, rights and remedies (including warranties implied by statute or otherwise) that the Customer would otherwise be entitled to by law.

## **11. Miscellaneous**

11.1 These Specific Terms and Conditions may be amended by SingNet from time to time by notice to the Customer in such manner as SingNet deems appropriate. The Customer shall be bound by the terms and conditions so amended. In any event, if the Customer continues to use the Singtel TV Service after such notice, the Customer shall be deemed to have accepted the amendment.

11.2 These Specific Terms and Conditions shall be subject to and construed in accordance with the laws of the Republic of Singapore and the Customer and SingNet hereby submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.