

Grid Mobile General Terms and Conditions

Thank you for choosing Grid Mobile.

These General Terms and Conditions, together with any relevant Specific Terms and Conditions, shall apply to each and all of our Services, except to the extent expressly excluded in the relevant Specific Terms and Conditions. If there are any conflict or inconsistency between these General Terms and Conditions and any relevant Specific Terms and Conditions, such conflict or inconsistency shall in the absence of any express agreement to the contrary, be resolved in a manner most favourable to Grid Mobile, to the fullest extent permissible under applicable laws.

1. Eligibility and Registration

- 1.1. In order to be eligible for the Services, you must:
 - 1.1.1. **be a Singapore Citizen or a Permanent Resident of Singapore** or have a valid Singapore resident, dependent, diplomatic, student or employment pass with at least six (6) months' validity period; and
 - 1.1.2. be at least sixteen (16) years of age for post-paid services.
- 1.2. You are required to present your NRIC/Passport/FIN number and proof of billing address when applying for the Services, and provide a valid email address and contact number so that we can contact you.
- 1.3. One NRIC /FIN number can sign up for a maximum of 8 mobile lines.
- 1.4. You must qualify under our credit policy, including settling any outstanding debt you may have with us.

We reserve the right to accept or refuse a registration request at our sole discretion, at any time, and for any reason including but not limited to the aforementioned eligibility requirements.

2. gridPlan

- 2.1. The bundled voice calls, SMS and data are for local Singapore usage only unless otherwise stated. Excess local voice calls usage is charged at 8.56 cents per minute, starting with a minimum one-minute charge and subsequently on a per 6 seconds basis thereafter unless otherwise stated. Airtime charges apply for mobile calls made to "1800" local toll free service numbers. "1900" local premium numbers cannot be made on Grid Mobile's mobile network. Prevailing roaming voice charges will apply for calls that are made or received while overseas. Excess local SMS is charged at 5.35 cents each.
- 2.2. Usage of local data in excess of the Local Data Bundle is charged at S\$0.00095 per 100KB,

- up to S\$10.70 per GB. Prevailing data roaming charges will apply for usage of data overseas.
- 2.3. The SIM Card plan and any associated Hype Packs must solely be used for personal and non-commercial purposes only. You must not resell these plans or Hype Packs to any third party. Your failure to observe this Clause entitles us to terminate the Agreement and the Services provided to you.
 - 2.4. SIM Card Plans will include value added services such as IDD Service, voice and SMS roaming services and Caller ID.
 - 2.5. No refund will be issued for cancellation of orders.
 - 2.6. Depending on the date your mobile service is activated, the specific data, talk time and SMS bundle provided to you may be prorated on the first month of your service. The full specific bundle entitlement will be provided in subsequent months.

3. Prohibited Activities

You must not use or allow any part of the Services be used:

- 3.1. To make, advertise, transmit, post or solicit abusive, offensive or nuisance calls or any content (including spam, bulk messages, solicitations) which may be misleading, defamatory, pornographic, offensive, indecent, fraudulent, or illegal;
- 3.2. To advertise, transmit, post or solicit any product, services, or content that contains viruses, trojan horses, cancelbots, harmful codes, floor pings, adware, spyware, forged routing time bombs, cancelbots, or any other harmful, damaging or destructive technology;
- 3.3. In a manner that conflicts with any law or regulatory requirements;
- 3.4. With a mobile device not approved by the relevant Singapore regulatory authority;
- 3.5. To hinder, interfere, obstructs or adversely affect or attempt to hinder, obstructs or adversely affect us, the Network, our customers, and or any other persons;
- 3.6. To excessively affect Network or Services operations or quality, interfere with other customers' access to our Network, or degrade Network performance by maintaining a sustained and continuous wireless data service connection;
- 3.7. To send automated or unsolicited text messages, call forward or use the Services to contact numbers whether for commercial or non-commercial purposes;
- 3.8. To collect or disseminate information about others or their email addresses without their consent;
- 3.9. To advertise, transmit, facilitate or otherwise make available any content, product or

service that is designed to breach these General Terms and Conditions or any of our terms with you; or

3.10. In attempts to facilitate, or to facilitate, anyone else in the above activities.

4. Mobile Numbers

4.1. Any mobile numbers allocated to you must be used in your personal and non-commercial capacity. Mobile numbers allocated to you must not be sold, transferred, or offered in any way to any third party without our written consent. Your failure to observe this Clause entitles us to terminate the Agreement and the Services provided to you.

4.2. You do not acquire any rights nor ownership in the mobile numbers regardless of any payment you may have made for the mobile number. Any mobile number assigned is the property of the relevant regulatory authorities.

4.3. We may alter or reallocate mobile numbers if required by the relevant regulatory authorities, but we will provide reasonable notice to you on the alteration or relocation of mobile numbers, if permitted by law.

4.4. We further reserve our rights to withdraw any mobile numbers allocated to you as a result of your breach or non-compliance with the Agreement.

5. Port-In Service

5.1. If you are Porting-In from another mobile service provider, you hereby agree to the release of all relevant information to a third party central number portability service provider, or your existing mobile service provider, as relevant, for the purpose of activating this Port-In Service.

5.2. Upon commencement of the Port-In Service, your existing contract with your current mobile service provider shall automatically terminate without prejudice to your current mobile service provider's existing rights. You agree that you are responsible for resolving with your current mobile service provider any issues arising from your request to Port-In, including but not limited to all outstanding charges and early termination fees.

5.3. If your Port-In Service request is rejected for any reason, you must resolve any issues related to the rejection with your current mobile service provider. We will not refund you for any payments that were made.

5.4. We will not be liable for any losses or damages you may incur or sustain arising from any delay or failure to Port-In your existing mobile number to Grid Mobile.

6. Port – Out

- 6.1. For port out cases, there will be no pro-rated refund of base plan charge and hype packs for the month of termination.

7. International Roaming Service

- 7.1. Any voice or SMS services originated or received outside of Singapore, including without limitation, to toll-free numbers, are subject to international roaming charges. International roaming rates will apply for any voice or SMS use incurred outside Singapore even if unsuccessfully transmitted to the intended recipient. Use of the Services when roaming is dependent on the roaming carrier's support of applicable network technology and functionality.
- 7.2. We may, in our discretion, limit the extent to which you may use any of the roaming services.
- 7.3. Charges applicable for usage of any voice or SMS usage when roaming shall be calculated based on records provided to us by the roaming carrier and may occasionally be delayed. Such usage Charges may appear in a later Billing Cycle. Records by our roaming carriers shall be deemed conclusive evidence of your record of use.
- 7.4. Your Information may be provided to our roaming carrier to facilitate use of roaming services.
- 7.5. Speeds when roaming overseas always depend on the network you are connected to and 4G network speeds may not always be available. We are not responsible for the speeds or coverage outside Singapore. In Singapore, your speed and coverage may vary depending on your location, weather conditions and other factors.

8. Data Usage (Local and Roaming)

- 8.1. Depending on the date your mobile service is activated, the specific data bundle entitlement provided to you may be prorated on the first month of your service. The full specific data bundle entitlement will be provided in subsequent months.
- 8.2. Data roaming service for mobile devices outside Singapore is available in certain countries as stated on our website. You will need to purchase a TravelRoam pack before you can enjoy roaming services.
- 8.3. When you use our data roaming service, we do not guarantee that all data roaming usage details will be reflected in your bill or made available to you. You agree that certain data roaming usage details will not be reflected in your bill or made available to you, including but not limited to:

- 8.3.1. Hyperlink, Internet Protocol (IP) address, Uniform Resource Locator (URL) or details of the websites that you may have accessed; and/or
 - 8.3.2. The type of data content accessed.
- 8.4. Do note that data roaming speed may vary depending on:

- Overseas network coverage
- Overseas network capacity
- Overseas operators' Fair Usage Policy

Data roaming services will cease when you have fully utilised the specific data in the TravelRoam pack or when the pack has expired, unless you have activated an additional TravelRoam pack.

9. Loss of or Stolen SIM Card

- 9.1. If you lose your SIM card, it is very important that you head over to the Grid Mobile Website to suspend your Service to prevent any unauthorized or fraudulent usage. You shall be responsible for the Charges incurred prior to the suspension, so please report the loss or theft as soon as possible. We will cancel your lost SIM card and reissue a new SIM Card to you. You will be subjected to SIM card replacement Charges.

10. Charges

- 10.1. All applicable Charges are quoted inclusive of GST unless otherwise stated.
- 10.2. In addition to the stipulated Charges (for example, in our applicable brochures, marketing materials or otherwise), other Charges shall apply, which include, without limitation, the following:
- 10.2.1. A one-time Registration Bundle Charge of S\$37.45 per SIM;
 - 10.2.2. If you wish to replace your SIM card for any reason, a replacement fee of S\$37.45 per replacement SIM card shall be charged.
- 9.3 All IDD charges and charges for excess usage ("IDD and Excess Charges") will be capped at S\$50 ("Limit"). Once the Limit is reached, the IDD and Excess Charges will be charged to you and a payment deduction of the IDD and Excess Charges will be made to the credit or debit card that you have registered with us. Any failure in the payment deduction of the IDD and Excess Charges may result in the suspension or termination of the Services provided to you. You may no longer be able to use the Services for which any of the IDD and Excess Charges relate to, until the Limit is reset following the successful payment deduction of the outstanding IDD and Excess Charges.

- 9.4. A late payment fee of S\$5.35 will be charged to you for each bill that has not been fully paid on time. Grid Mobile may appoint an external party to recover any outstanding amount that you owe to us (“Debt”). You hereby agree that Grid Mobile may use and disclose your personal information to such external party for the purpose of the recovery of the Debt.

11. Your Responsibilities

You are responsible and required to:

- 11.1. Comply with the terms of our Agreement;
- 11.2. Comply with all of Grid Mobile’s policies and procedures concerning the Services which may be notified to you and amended by us from time to time;
- 11.3. Be responsible for the use of the Services under your accounts (including by users of the accounts whether authorized or unauthorized) and for any content which is disseminated through your accounts, even if you have lost your mobile phone/SIM card or the same is not in your possession; and you shall further be responsible for all consequences arising from any unauthorized or fraudulent use of Services or access to your accounts until such notification is made to us and access to the Services is disabled at your request;
- 11.4. Use the Services for lawful purposes only and in accordance with these Grid Mobile General Terms and Conditions, any other applicable terms and conditions; and all Applicable Laws;
- 11.5. Engage with any entity comprising Grid Mobile and our respective employees and agents in a courteous, cordial and respectful manner at all times. Without affecting the generality of the aforesaid, you shall not threaten, abuse, coerce or harass us or any such member, employee or agent of any entity comprising Grid Mobile, whether through the use of the Services or otherwise;
- 11.6. Be solely responsible for all content which you transmit or make available via the Services or on any website; and
- 11.7. Ensure that all information (including but not limited to your personal data) provided to us is accurate, complete and updated in all respects, and promptly inform us of any changes to such information.

You shall not allow the Services (whether wholly or in part), or any mobile or fixed numbers as the case may be:

- 11.8. To be resold, distributed, provided, sub-licensed or otherwise offered in any manner whatsoever, to any third party whether for profit or not without our prior approval in writing;

- 11.9. To be modified, altered or otherwise tampered without our prior approval in writing;
- 11.10. To be used for any fraudulent, illegal or improper purposes or to violate any person's rights or in any way which may affect other users' enjoyment or access to any Services or cause irritation, annoyance, disturbance, embarrassment, nuisance, harassment, inconvenience or anxiety to anyone;
- 11.11. To be used to transmit any content which contains viruses, worms, Trojan horses, or any other harmful, destructive or adverse component or programming routine that may interrupt, disrupt, congest, adversely impact or harm the Network, the Services, or the systems or networks of other persons;
- 11.12. To disrupt or undermine the security of the various networks and systems that are connected to the Services;
- 11.13. To collect and/or disseminate information about others or their email addresses without their consent;
- 11.14. To be used to transmit or post any message or content which may be defamatory, abusive or otherwise illegal, unlawful or improper, or is offensive on any grounds;
- 11.15. To be used to copy, upload, post, publish, transmit, reproduce or distribute in any way or manner whatsoever, information, software or other material which is protected by copyright or other proprietary or intellectual property right or derivative works with respect thereto, without obtaining permission of the copyright owner or rights' holder;
- 11.16. To forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message or employing any other method to disguise or mislead any user name or the source or quantity of the emails transmitted;
- 11.17. To be used in any manner which may constitute an infringement or violation or misappropriation of the rights of any person or entity (including but not limited to intellectual property rights and rights of confidentiality) or a violation or infringement of any statutory duty or obligation or any duty or obligation in contract, tort or otherwise, to any third party;
- 11.18. To be used for any activity which would or is likely to generate Network traffic in excess of reasonable and normal usage;
- 11.19. To cause a situation whereby other users are affected in their enjoyment and/or use of the Services, including but not limited to using the Network capacity in an excessive manner;
- 11.20. To be used to transmit or distribute or broadcast any bulk emails or spam unless otherwise permitted under Applicable Laws, or to transmit or distribute or broadcast any

commercial advertisements or marketing messages in a significant or voluminous manner, without Grid Mobile's prior approval in writing or unless an appropriate service bundle has been subscribed to;

11.21. To be used for any purpose that is against public interest, public order, national harmony or offends against good taste or decency;

11.22. To be used for any Unauthorized Acts; and

11.23. To be used in breach of any Applicable Laws.

You acknowledge and agree that the restrictions contained in this Clause are considered reasonable and necessary for the operation, management and maintenance of the Network.

12. Personal Data Customer Information

12.1. You hereby accept the GRID Communications Data Protection Policy, as may be amended from time to time, and consent to our collection, use and disclosure of your personal data for the purposes set out in the GRID Communications Data Protection Policy.

12.2. In addition to and without prejudice to any other consent which you provide to us from time to time, you hereby consent to collection, use and/or disclosure of your personal data for the following purposes, and/or such purposes as may be permitted by regulatory authorities pursuant to the prevailing Telecom Competition Code, as may be amended from time to time:

- To verify your identity;
- To process orders and applications for Service(s);
- To provide the Service(s) and where applicable to facilitate interconnection and inter-operability between service providers including telecommunications licensees in providing the Service(s);
- To respond and deal with enquiries, requests, feedback or complaints and for other customer-care activities;
- To generate bills, process and facilitate the payment of bills, manage accounts and for debt-recovery functions;
- To carry out credit checks, including for the preparation of credit reports and for the evaluation of creditworthiness;
- To manage, develop and improve our Services, business and operations (including for the purposes of internal training and quality control) to serve you better;
- To provide delivery and directory assistance services;
- To provide complementary or value added services;
- To offer and administer customer loyalty benefits, reward benefits, promotional

benefits, contests and lucky draws;

- To provide self-service channels for customer-care and account management activities;
 - To carry out market research and customer surveys and other research, analysis and development activities (including, but not limited to, data analytics);
 - To conduct investigations or take action in relation to bad debts;
 - For the purposes of crime and fraud prevention, detection or prosecution, risk management, or to prevent harm to you or the Organisation;
 - To conduct investigations or take action in relation to any violation of any of our terms and conditions for Services, including our General Terms and Conditions, or our Acceptable Use Policies;
 - To facilitate the provision of third party services to you where such third party services are purchased, obtained, administered or processed through us;
 - To improve your user experience and/or our product and service delivery to you;
 - To send you notices, information, promotions and updates, including marketing and advertising materials relating to our Services and products;
 - To respond to legal processes or to comply generally with Laws, including, without limitation, meeting the requirements to make disclosure under the requirements of any Laws or assisting in law enforcement and investigations by the relevant Public Agencies;
 - Any other purposes for which you have provided your Personal Data; and/or
 - Any other purpose necessary, ancillary or consequential to the above specified purposes.
- 12.3. Notwithstanding the two Clauses above, we may continue to rely on any consent that you may have given us previously under any terms or conditions or otherwise to collect, use or disclose your personal data for such purposes thereof.
- 12.4. Subject to Applicable Laws, you acknowledge that the provision of Services to you may involve the transfer of your personal data out of Singapore. In such situations, the storage, treatment and transfer of such data may be subject to laws and regulations that are different from Applicable Laws. We will take appropriate steps to ensure that the recipient of your personal data in that country or territory outside Singapore is bound by legally enforceable obligations to provide to the transferred personal data a standard of protection that is at least comparable to the protection under the Personal Data Protection Act 2012.

- 12.5. 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 Grid Mobile, or may actually provide such information or data to Grid Mobile. In the event that the Customer provides such information or data, the Customer represents, warrants and undertakes to Grid Mobile that each natural person has consented to the collection, use and/or disclosure of their personal data by and on behalf of Grid Mobile, and the Customer further, on behalf of each such natural person affirmatively agrees, consents to and authorizes the collection, use and disclosure by and on behalf of Grid mobile of all such information and data, in such manner and for such purposes.
- 12.6. Where the person who utilizes any Service is a minor, the information or data relating to that Customer and/or the Customer's 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 in respect of that Service:
- 12.6.1. Represents, warrants and undertakes to Grid Mobile 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 Grid Mobile in the manner and for the purposes set out in any relevant Agreement, including but not limited to the Grid Mobile Data Protection Policy;
- 12.6.2. On behalf of each such above mentioned natural person and on their own behalf agrees, consents to and authorizes the collection, use and disclosure by and on behalf of Grid Mobile of all such information and data, in such manner and for such purposes; and
- 12.6.3. Authorizes 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 Grid Mobile.

13. Confidentiality

- 13.1. Save for purposes of using the Services, you may not use or disclose to any other person any information relating to Grid Mobile, the Services or any Grid Mobile equipment which you have acquired from us or our subcontractors and/or agents in connection with the provision of the Services, unless such information is publicly available information or has become publicly available otherwise than through a breach of any obligation on your

part.

14. Intellectual Property Rights

14.1. All information, materials and content (including designs, brand names, product names, software, text, and graphics) containing Grid Mobile assets are copyright-owned, or controlled, by Grid Mobile, or third parties. None of these materials may be copied, reproduced, hyperlinked, uploaded or downloaded without the express written permission of the owner, whether Grid Mobile or a third party. Grid Mobile gives no automatic permission for the use of any such information, material or content in any way whatsoever.

15. Indemnity

15.1. You agree to indemnify and hold us and each of our directors, officers, and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable legal fees arising out of or in connection with your Account, your use of Grid Mobile Website, or any breach of these General Terms and Conditions, or any of our other terms published on our Website.

16. Limitation of Liability

16.1. The Services are provided on an “as is” and “as available” basis. No warranty of any kind, implied, express or statutory, including but not limited to any warranties of title, non-infringement of third party rights, merchantability, satisfactory quality, fitness for a particular purpose and freedom from computer virus or other malicious, destructive or corrupting code, agent, program or macros, is given in conjunction with the Services, or any information and materials provided through the Services. Without prejudice to the generality of the foregoing, Grid Mobile does not warrant: (i) the accuracy, timeliness, adequacy or completeness of the information, materials, services and/or functions provided through the Services; (ii) that your use of and/or access to the Services or any information or any materials provided through the Services will be uninterrupted, secure or free from errors or omissions or that any identified defect will be corrected; and (iii) that the Services or any information or materials provided through the Services will meet your requirements or are free from any virus or other malicious, destructive or corrupting code, agent, program or macros.

16.2. We shall not be liable to you for liable for any special, indirect, consequential, incidental, or punitive damages, losses, costs or expenses, howsoever caused.

16.3. We shall not be liable to you for any loss of revenues, loss of profits, loss of business or

- business interruption, anticipated savings, or loss of data, howsoever caused.
- 16.4. We shall not be liable to you for any liability, costs or damages whatsoever (whether direct, indirect or consequential) in respect of any matter (whether in tort, negligence or otherwise) howsoever arising from or in connection with the use or inability to use of the Services.
- 16.5. To the extent the exclusions in this Clause 16 is not permitted by applicable law and where you are entitled to make a claim for loss, costs, liability or damages from us as a result of the use or inability to use of the Services, our liability in aggregate shall not exceed beyond S\$100.

17. Termination

- 17.1. We may restrict, suspend or block your access to the Services at any time if we believe you have committed a breach or failed to comply with these General Terms and Conditions or any of our terms published on our Website.
- 17.2. If notice of termination is sent to us before 10pm on the last day of the current month, the termination will be effective on the last day of the current month. If any notice of termination is sent to us after 10pm on the last day of the current month, the termination will be effective on the last day of the next month.
- 17.3. Grid Mobile reserves the right to suspend or terminate the Services provided to you if your full payment of your bill with Grid Mobile is not received by Grid Mobile.

18. General

- 18.1. All services are subject to the Grid Mobile General Terms and Conditions, the gridRewards Terms and Conditions, the Promotion Terms and Conditions and Data Protection Terms and Conditions, as may be amended or modified from time to time. You agree that you are bound by and shall observe and comply with all such terms and conditions. In the event of any conflict or inconsistency between any terms of any document comprising our agreement with you, such conflict or inconsistency shall in the absence of any express agreement to the contrary, be resolved in a manner most favourable to Grid Mobile, to the fullest extent permissible under applicable laws.
- 18.2. Our failure to insist upon or enforce strict performance of any provision of these General Terms and Conditions shall not be construed as a waiver of any provision or right.
- 18.3. A person (including any user) who is not a party to this Terms of Use has no right to enforce any of these General Terms and Conditions under the Contracts (Rights of Third Parties) Act (Cap 53B).

18.4. These General Terms and Conditions shall be governed by, and construed in accordance with the laws of Singapore and you agree to submit to the exclusive jurisdiction of the Singapore courts.

19. Definitions and Interpretations

Definitions: In these General Terms and Conditions, except to the extent that the context requires otherwise or as otherwise specifically defined, the following defined terms shall have the following meanings ascribed to them:

Account: your account with us in respect to the provision of any Service.

Agreement: the agreement for the supply of Services made between you and Grid Mobile, these Grid Mobile General Terms and Conditions, the specific terms and conditions for use of the Services, our acceptable use policies; or any other terms and conditions as may be agreed between us (if any), as from time to time amended, modified or varied by Grid Mobile.

Applicable Laws: all laws, code of practice, regulations, guidelines, instructions or other instruments having the force of law in whatsoever form that any competent regulatory, governmental or judicial authorities in Singapore may issue from time to time relating to the Services or otherwise.

Charges: the applicable charges payable by you for the relevant Services provided to you.

Customer: a subscriber to any of the Services.

GRID Communications Data Protection Policy: GRID's data protection policy, as set out in www.gridmobile.com.sg/pdpa

Grid Mobile Website or Website: www.gridmobile.com.sg

Network: all networks maintained, operated by Grid Mobile or any other licensee under the IDA owned by, leased to and/or licensed to Grid Mobile, which is used by us for the provision of Services to you, which ownership or such rights in our network shall belong to Grid Mobile at all times.

Services: any telecommunication services, service plans, products or equipment offered or provided by Grid Mobile to you.

Specific Terms and Conditions: the service specific terms and conditions that we impose in respect of any particular Service, as published from time to time on our Website, and any other terms and conditions which you and Grid Mobile may agree in writing governing the use of equipment and/or Service.

Telecom Competition Code: the Telecommunications Act (Cap. 323) Code of Practice for Competition in the Provision of Telecommunications Services 2012.

Unauthorized Acts: any modification, tampering, destruction, damage or unauthorized connection to the Network or Grid Mobile's systems (including without limitation our websites, self-service terminals and smartphone applications), including without limitation any connections that cause or may cause interruption in or congestion or disruption to the Network or Grid Mobile's systems or any third party's network and/or systems; and/or the use of the Network or Grid Mobile's systems or any part thereof for any purpose other than for our provision of Services to you, in accordance with the Agreement.

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