



Consumer Mobile Terms and Conditions

Effective Date: 13 October 2026

This Consumer Mobile Terms and Conditions consist of the following sections:

- (a) Section A about Consumer Mobile Terms and Conditions
- (b) Section B covers two (2) parts; the first part covers the Eligibility Criteria for Customers Purchasing our Services and second part covers How our Services are Provided;
- (c) Section C covers the SIM Only Plans;
- (d) Section D covers the SIM with Device Subscription Plan;
- (e) Section E covers the SIM with Device Outright Purchase;
- (f) Section F covers the SIM with Device Instalment Plan via Credit Card;
- (g) Section G covers the Add-on services;
- (h) Section H covers the Device Protection Plan ("DPP");
- (i) Section I covers the Fair Usage Policy ("FUP")
- (j) Section J covers the Billing, Charges and Payments;
- (k) Section K covers the General Provisions; and
- (l) Section L sets out the Definitions and Interpretations.

Section A: Consumer Mobile Terms and Conditions

1. Introduction

- 1.1 This Consumer Mobile Terms and Conditions ("Consumer Mobile Terms") describes the Services offered by Swap Mobile to you and may be amended or supplemented from time to time. The Consumer Mobile Terms published on our Website and Mobile App shall prevail at all times.
- 1.2 Swap Mobile may publish terms and conditions relating to special promotions and additional Services ("Service Terms") which will be available on our Website or Mobile App. To know the changes made to our Consumer Mobile Terms or the new Service offerings, please check our Website or Mobile App from time to time.



- 1.3 By accessing, downloading, or using the Website or Mobile App to purchase our Services, you acknowledge and agree to be bound by our Terms of Website/App, Consumer Mobile Terms and Privacy Policy. If you do not agree to any of the provisions in our Terms of Website/App and/or the Consumer Mobile Terms and/or the Privacy Policy, you must immediately cease accessing or using the Website and/or Mobile App and refrain from purchasing our Services.
- 1.4 In the event of any inconsistency or conflict between this Consumer Mobile Terms, Terms of Website / App or any other terms and conditions in relation to a Service, the conflict or inconsistency shall be resolved in the following order of precedence:
- a) the applicable Service Terms;
 - b) this Consumer Mobile Terms; and
 - c) the Terms of Website / App.

**Section B: Eligibility Criteria for Customers Purchasing our Services -
(SIM Only Plans or SIM + Device Plans)**

2. Eligibility

- 2.1 To sign up and subscribe to our Services, you must satisfy the following criteria. You must:
- (a) be at least 18 years of age;
 - (b) be a Singapore Citizen or Singapore Permanent Resident; or
 - (c) have a valid employment pass, S Pass, work permit, dependent pass or long-term visit pass (collectively referred to as "Immigration Pass") with more than three (3) months validity period; and
 - (d) have a valid and existing Singpass account and be able to successfully complete Singpass verification.



2.2 Swap Mobile reserves the right, at any time, to verify the validity and status of the Immigration Pass. If Swap Mobile determines that the Immigration Pass has expired, been revoked, cancelled, or has a remaining validity period of less than three (3) months, Swap Mobile, may at its reasonable discretion and without prior notice to you, suspend, cancel, or terminate the Service immediately in which event you will be liable for any applicable ETC.

2.3 Swap Mobile shall not be liable for any loss, damage, cost, expenses, claim, or liability suffered or incurred by you or any third party arising out of or in connection with such suspension, cancellation, or termination of the Service, and you shall not be entitled to any refund, compensation or other payment from Swap Mobile.

3. **Account Registration and Subscription to Services**

3.1 Once you have downloaded our Mobile App or by accessing our Website, you will be able to browse our suite of Services and subscribe to those Services that best suit your needs.

3.2 To subscribe to our Services, you must first register an account with us and successfully complete Singpass verification. You can do so by following the instructions shown on our Mobile App or Website.

3.3 The creation of an account and any subscription to a Service is subject to Swap Mobile's approval. Swap Mobile, may at its reasonable discretion, reject any application for account registration or for subscription of Services or vary/amend any subscription of Services without any liability to you. Further, Swap Mobile is not obliged to disclose the reasons for such decision.

4. **How our Services are Provided**

4.1 You are entitled to subscribe up to ten (10) postpaid SIM/e-SIM cards in aggregate across all licenced telco operators in Singapore, at any given time. If you wish to check the number of postpaid SIM/e-SIM cards registered under your name that are subject to this limit, you may visit IMDA's SIMCardHowMany checker at <https://go.gov.sg/simcardhowmany>.



- 4.2 Our Services are offered on thirty (30) days ("Service Period") renewal basis. The Services will commence on the date the SIM/e-SIM card is activated and will continue for the Service Period. You must activate your SIM/e-SIM within fourteen (14) days from the date of receipt of the physical SIM/e-SIM otherwise your SIM/e-SIM will be deactivated. Any request for replacement and/or reactivation of physical SIM/e-SIM will be chargeable at \$5.45 per request.
- 4.3 The Services will automatically be renewed for successive Service Periods subject to payment of the fees and charges unless terminated in accordance with this Consumer Mobile Terms ("Renewal Cycle").
- 4.4 If you wish to cancel your Service before the expiry of the Renewal Cycle, you may do so by not renewing your Service. Please note that any cancellation of the Service during the Minimum Subscription Period will be subject to the applicable ETC as set out in this Consumer Mobile Terms. For any cancellation of your Service before the expiry of the Renewal Cycle, please refer to our FAQ available at our Website.
- 4.5 **Mobile Number Porting:** You can port in your existing mobile number from another service provider ("Donor Provider") to Swap Mobile, by submitting a request at the time of purchasing a Service, to authorise us to act as your agent to facilitate the porting process with your Donor Provider.
- 4.6 For a port-in request to be successful:
- (a) your existing mobile number must not be barred, suspended, terminated or otherwise restricted from porting;
 - (b) you must not have any outstanding financial obligations or contractual lock-in period with the Donor Provider that would prevent the port-in; and
 - (c) your existing mobile number must be registered under the same identification details as those provided to us.



If you are under an existing contract with your Donor Provider, the successful port-in of your mobile number may result in the termination of that contract and you may be liable to pay any applicable early termination charges, fees or other amounts imposed by the Donor Provider.

- 4.7 **Temporary Mobile Numbers:** During the port-in process, we may assign you a temporary mobile number for use with Swap Mobile. You must activate the temporary mobile number within fourteen [14] days from the date of receipt of the temporary mobile number in accordance with the instructions provided to you in order for the port-in request to be completed. Failure to do so may result in the immediate termination of the temporary mobile number and/or unsuccessful completion of the port-in request in which event Swap Mobile will not be responsible for any losses incurred as a result of the disruption to the Service. If you activate the temporary mobile number within the specified timeline, you may use the temporary mobile number until the earlier of:

- (a) four (4) weeks from the date of issuance of the temporary mobile number; or
- (b) the successful completion of the mobile number port-in process.

Thereafter, the temporary mobile number will be deactivated.

- 4.8 If your port-in request is rejected or cannot be completed due to any issue with the Donor Provider or the port-in process exceeds the four (4) weeks grace period in which event your temporary mobile number will be terminated. You are responsible for resolving such issue directly with the Donor Provider. Fees paid in connection with an unsuccessful port-in request are non-refundable, save where required by applicable law.

Section C: SIM Only Plans

- 4.9 Swap Mobile currently offers 2 types of SIM Only Plans as its base service offerings. 4G SIM Only Plan consists of 4G network at a minimum subscription fee of \$10 for the Service Period and 5G SIM Only Plan consists of 5G network at a minimum subscription fee of \$15 for the Service Period.



- 4.10 You have the flexibility to choose the amount of voice minutes, local data, SMS that you want in your chosen 4G or 5G SIM Only Plan. Depending on the amount of voice minutes, local data, SMS that you opt for, the subscription fee will be higher than the stated minimum subscription fee of \$10 or \$15 for the Service Period.
- 4.11 Our base plans, namely 4G SIM Only Plan and 5G SIM Only Plan, includes the Screen Crack Protect Plan provided that the device is an Eligible Device. The Screen Crack Protect Plan shall not apply in respect of any device that is not an Eligible Device.
- 4.12 **Screen Crack Protect Plan:** You must activate Screen Crack Protect Plan through the Swap Mobile App on an Eligible Device. Once activated, Screen Crack Protect Plan provides coverage for screen crack repairs up to S\$250. You can only submit one (1) claim in any twelve (12) month period. If Screen Crack Protect Plan is not activated, it will remain dormant and you will not be entitled to submit any claim under Screen Crack Protect Plan. Screen Crack Protect Plan is provided only in connection with an active 4G or 5G SIM-Only Plan and shall automatically terminate upon the cancellation, termination, suspension, or deactivation of the 4G or 5G SIM-Only Plan. Please refer to our Screen Crack Protect Plan terms and conditions available at our Website. Swap Mobile will not be responsible for any losses incurred by the Customer as a result of the Customer being unable to activate the Screen Crack Protect Plan on a non-Eligible Device.
- 4.13 By activating the Screen Crack Protect Plan, the Customer confirms that the Customer has read, understood, and agreed to be bound by the terms and conditions governing the Screen Crack Protect Plan as published on our Website, and as may be amended from time to time.

Section D: SIM with Device Subscription Plan

- 4.14 SIM with Device Subscription Plan is offered to you, if you purchase a 4G or 5G SIM plan at a subscription fee of \$15 and above and at a Minimum Subscription Period of twenty-four (24) months. For clarity, the Minimum Subscription Period applies to both the 4G or 5G SIM plan and the Device Subscription Plan respectively.



4.15 Under this SIM with Device Subscription Plan, you are allowed to lease a device of your choice at a subscription fee for the Service Period ("subscribed device"). You may, subject to this Consumer Mobile Terms:

- (a) upon the expiry of six (6) months of the Minimum Subscription Period, apply to upgrade or downgrade the subscribed device; or
- (b) upon expiry of the Minimum Subscription Period, elect to return the subscribed device to Swap Mobile in accordance with our prescribed return of device process or continue using the subscribed device under the SIM with Device Subscription plan by continuing to pay the applicable subscription fees and charges; or
- (c) commencing from the twenty-fifth (25th) month, request to acquire ownership of the subscribed device subject to payment of the relevant fees and charges.

4.16 ***Upgrade or Downgrade of SIM with Device Subscription Plan:*** Upgrade or downgrade of your SIM with Device Subscription Plan is allowed upon completion of six (6) months of the Minimum Subscription Period and is subject to Swap Mobile's approval.

4.17 An upgrade or downgrade of SIM with Device Subscription Plan will result in a reset to the Minimum Subscription Period to a fresh Minimum Subscription Period, commencing from the date the SIM with Device Subscription Plan upgrade or downgrade was approved. The reset of the Minimum Subscription Period will be applicable to both the SIM plan and the Device Subscription Plan.



- 4.18 **Device Exchange:** Where your request to upgrade or downgrade your SIM with Device Subscription Plan is approved, the exchange of devices must take place at the same time. You must hand over your current subscribed device to Swap Mobile at the time Swap Mobile hands over the upgraded or downgraded device to you. Swap Mobile will not hand over the upgraded or downgraded device unless Swap Mobile receives the current subscribed device from you in accordance with the applicable device return process set out in this Consumer Mobile Terms. If you fail or refuse to return the current subscribed device at the time of the exchange, Swap Mobile may withhold the upgraded or downgraded device and the device exchange will not be completed.
- 4.19 **Pre-Delivery Inspection:** The Customer acknowledges that Swap Mobile may, at its discretion, conduct random pre-delivery inspections on devices to confirm that they are in good working condition. As part of such inspections, the packaging may be opened and the factory seal of a mobile phone may be broken. As such, the Customer may receive a device with a broken seal. A broken seal on a device that has undergone a pre-delivery inspection does not indicate that the device is used, damaged or defective and such device remains new, unused, having been opened solely for the purpose of inspection. The Customer shall not reject the device or claim any replacement, refund, waiver or reduction of fees solely because its seal has been broken as a result of a pre-delivery inspection.
- 4.20 **Expiry of Minimum Subscription Period:** Upon expiry of the Minimum Subscription Period, the SIM with Device Subscription Plan shall automatically renew for successive Service Periods, subject to the payment of the applicable subscription fees, unless you elect to return the subscribed device in accordance with this Consumer Mobile Terms, in which case, the SIM with Device Subscription Plan will terminate. For the avoidance of doubt, following the return of the subscribed device, you may continue subscribing to the SIM Only Plan by paying the applicable subscription fees and charges for such plan.



- 4.21 If you maintain the SIM with Device Subscription Plan continuously for thirty-six (36) months and have fully paid all applicable device subscription fees and charges, ownership of the device shall automatically transfer to you. Upon such transfer, no further subscription fees for the subscribed device shall be payable. For the avoidance of doubt, you shall continue paying for all fees and charges applicable to the SIM Only Plan and the subscribed device shall thereafter be owned by you.
- 4.22 **Option to Own Device under SIM with Device Subscription Plan:** You may choose to retain ownership of the subscribed device upon completion of the Minimum Subscription Period. Ownership of the subscribed device shall transfer to the Customer upon payment of the aggregate subscription fees and charges that would have been payable for the period from the twenty-fifth (25th) to thirty-sixth (36th) months.
- 4.23 **Device Protection Plan (Protect Pro):** When you purchase a SIM with a Device Subscription Plan, Protect Pro will be automatically activated for your subscribed device from the date of purchase. Protect Pro coverage will continue throughout the Minimum Subscription Period, subject to the payment of Service Request Fee as more particularly described in our Protect Pro terms and conditions published on our Website and as may be amended from time to time.
- 4.24 Protect Pro forms part of your SIM with Device Subscription Plan and may not be cancelled, removed, or opted out independently during the Minimum Subscription Period. If you wish to discontinue Protect Pro, you must terminate your Device Subscription Plan. If such termination occurs before the end of the Minimum Subscription Period, ETC shall apply in accordance with this Consumer Mobile Terms. For the avoidance of doubt, termination of the Device Subscription Plan will not terminate the SIM Only Plan, which shall continue in accordance with its applicable terms and conditions.



- 4.25 Protect Pro provides comprehensive device protection coverage, including unlimited screen crack protection. As a result, Customers covered under Protect Pro are not eligible for the separate Screen Crack Protect Plan and will not be covered under the Screen Crack Protect Plan during the period of their Protect Pro coverage. For a more detailed information on coverage, applicable fees and charges on our Protect Pro, please refer to our Protect Pro terms and conditions available at our Website, as may be amended from time to time.
- 4.26 By purchasing a SIM with a Device Subscription Plan, you acknowledge that you have read, understood and agreed to be bound by the Protect Pro terms and conditions available at our Website.
- 4.27 **Cancellation of SIM with Device Subscription Plan:** In the event, you cancel your SIM with Device Subscription Plan entirely, before the Minimum Subscription Period ends, ETC as set out in this Consumer Mobile Terms shall apply.
- 4.28 Under the SIM with Device Subscription Plan, you are not allowed to cancel the SIM plan independently of the Device Subscription Plan. Any request to cancel the SIM plan will be treated as a request to terminate the entire SIM with Device Subscription Plan and you are required to return the subscribed device to Swap Mobile in accordance with this Consumer Mobile Terms. If the termination of the SIM and Device Subscription Plan occurs before the end of the Minimum Subscription Period, you shall pay an ETC for the SIM plan as well as for the Device Subscription Plan respectively as set out in the table below:

If Termination Occurs Within...	ETC charges
The first 6 months of the Minimum Subscription Period	4 times the SIM and device subscription charges paid for the Service Period
Months 7 to 12 of the Minimum Subscription Period	The sum of 3 times the SIM and device subscription



	charges paid for the Service Period.
Months 13 to 18 of the Minimum Subscription Period	The sum of 2 times the SIM and device subscription charges paid for the Service Period.
Months 19 to 24 of the Minimum Subscription Period	1 times the SIM and device subscription charges paid for the Service Period.

- 4.29 Without prejudice to the foregoing, you may cancel the Device Subscription Plan independently in a SIM with Device Subscription Plan. In which event, the SIM only plan will continue to be in effect for the remaining Minimum Subscription Period. If the termination of the Device Subscription Plan occurs before the end of the Minimum Subscription Period, you will be responsible for the applicable ETC as set out in the table below:

If Termination Occurs Within...	ETC charges
The first 6 months of the Minimum Subscription Period	The sum of 4 times the device subscription charges paid for the Service Period.
Months 7 to 12 of the Minimum Subscription Period	The sum of 3 times the device subscription charges paid for the Service Period.



Months 13 to 18 of the Minimum Subscription Period	The sum of 2 times the device subscription charges paid for the Service Period.
Months 19 to 24 of the Minimum Subscription Period	1 times the device subscription charges paid for the Service Period.

Section E: SIM Plan with Device Outright Purchase

- 4.30 You may purchase a device of your choice from Swap Mobile by paying a single and upfront payment at the time of purchasing the SIM Only Plan. This is only allowed provided you purchase our SIM Only Plan at a subscription fee of \$15 and above.
- 4.31 You have the flexibility to choose the amount of voice minutes, local data, SMS that you want in your chosen SIM Only Plan. Depending on the amount of voice minutes, local data, SMS that you opt for, the subscription fee will be higher than the stated minimum subscription fee of \$15 for the Service Period.
- 4.32 If you receive any promotion as part of your SIM plan with Device Outright Purchase, you will no longer be entitled to such promotion or benefits if your SIM plan is suspended, terminated or cancelled at the commencement of the next Renewal Cycle. Swap Mobile reserves the right to withdraw the promotion and/or recover the value of any benefits provided to you under the promotion, where applicable.



Section F: SIM Plan with Device Instalment Plan via Credit Card

- 4.33 You may purchase a device by paying for it in instalments (“**Device Instalment Plan**”) using a valid credit card issued by our participating partner banks. Application for Device Instalment Plan is subject to bank approval and the specific terms set by your credit card issuing bank. Swap Mobile will not be responsible for the approval or rejection of your credit card payment application by the bank.
- 4.34 By choosing to pay for your device through the Device Instalment Plan, you expressly authorise us to charge the full price of the device (“**Instalment Amount**”) to your nominated credit card.
- 4.35 The instalment amount will be converted into fixed monthly instalments by your credit card issuing bank over the selected tenure (example: 6, 12, 18 or 24 months). The applicable tenure, interest rate (if any), and processing fees are determined solely by your credit card issuing bank. These terms will be communicated to you by the bank upon application and are governed by your separate agreement with the bank.
- 4.36 Legal ownership of the device will transfer to you upon our confirmation of the successful first charge to your credit card. **Note:** Your subscription to the SIM with Device Instalment Plan via Credit Card is a separate Agreement.
- 4.37 You are responsible for ensuring your nominated credit card remains valid, has sufficient credit limit, and is not cancelled or expired for the entire duration of the instalment plan.
- 4.38 You must resolve any disputes related to the Device Instalment Plan charges, interest rates, or fees directly with your card-issuing bank. Failure of your bank to process an instalment payment due to card expiry, insufficient limit, or any other reason does not relieve you of your payment obligations. Your bank may charge late payment fees and/or interest pursuant to its terms.



- 4.39 If you default on any instalment payment or you are in breach of your agreement with your bank, Swap Mobile will not be liable for any consequences imposed by the bank. Any issues with your instalment plan payments must be resolved between you and your bank. Your SIM with Device Instalment Plan via Credit Card will not be suspended or terminated due to non-payment of the instalment plan, as these are separate agreements. However, non-payment of your subscription fees for the SIM with Device Instalment Plan via Credit Card to us will remain subject to suspension and termination as set out in this Consumer Mobile Terms.

Delivery Process

- 4.40 **Device Delivery:** The device availability is subject to stock availability, and Swap Mobile does not guarantee that any specific device will be available at the time of purchase. Where the selected device is unavailable, Swap Mobile will notify you as soon as reasonably practicable. You may then choose to wait until the device is restocked or select an alternative available device.
- 4.41 Swap Mobile will use reasonable efforts to deliver the device within one (1) to (2) working days between 9am to 6pm from the date of purchase/subscription of the device. This delivery timeframe is an estimate only and does not constitute a guaranteed delivery date.
- 4.42 Delivery of the Device is subject to successful Delivery Code verification. Where Delivery Code verification cannot be completed, Swap Mobile and/or its authorised courier may, as an alternative verification method, verify delivery of the device using the last four (4) digits of the Customer's registered mobile number. Upon successful verification using either the Delivery Code or the alternative verification method at the designated delivery address, the device is considered as successfully delivered and received by the Customer. The Customer is responsible for keeping the Delivery Code confidential and must not disclose or share it with any unauthorised person. Swap Mobile shall not be liable for any loss, damage, theft, misdelivery, claim, cost or expense arising from or in connection with the Customer's disclosure, sharing, misuse or unauthorised use of the Delivery Code.



- 4.43 Where delivery has been successfully verified in accordance with Clause 4.42, Swap Mobile and/or its authorised courier shall not be required to collect, verify or retain the identity or particulars of the individual receiving the device at the designated delivery address.
- 4.44 If the device cannot be delivered at the designated delivery address at the scheduled delivery time due to Customer's unavailability or for any other reason attributable to the Customer, the delivery attempt shall be deemed unsuccessful. Swap Mobile will make a maximum of three (3) delivery attempts. If all delivery attempts are unsuccessful, any further re-delivery will be subject to applicable re-delivery, administrative, or other charges as determined by Swap Mobile.
- 4.45 ***Delivery Area Restrictions:*** Delivery services are not available to the following locations and areas:
- (a) Airline Road;
 - (b) Airport Cargo Road;
 - (c) Alps Avenue;
 - (d) Brani Terminal Avenue;
 - (e) Changi Airport (restricted areas);
 - (f) Riffle Range Road;
 - (g) Seletar Airport;
 - (h) Turf Club Avenue;
 - (i) West Camp Road;
 - (j) Jurong Island; and
 - (k) all offshore islands excluding Sentosa.
- 4.46 Swap Mobile shall not be liable for any delay in delivery, including, without limitation, delays arising from stock shortages, courier or logistics disruptions, or any other circumstances beyond Swap Mobile's reasonable control.



Device Return Process under SIM with Device Subscription Plan

4.47 With respect to the upgrade or downgrade of device request or upon expiry/termination of the Minimum Subscription Period under the SIM with Device Subscription Plan, you must return the subscribed device in its original manufacturer packaging including all accompanying materials such as the box, user guide, charging cables, adapters and any other accessories included at the time of purchase.

4.48 Before returning your device, you must ensure to:

- (a) erase all personal data and content from the subscribed device;
- (b) sign out of any personal accounts linked to the subscribed device;
- (c) restore the subscribed device to its factory settings; and
- (d) disable any security or tracking features, including passwords, passcodes, pattern locks, biometric locks, and remote services like "Find My iPhone".

If any of the foregoing haven't been completed when we receive your subscribed device, we will need to carry out the necessary data wiping, unlocking, or factory reset ourselves. If the subscribed device cannot be unlocked or reset due to an active security feature (such as an iCloud lock) and this materially affects its value, we may, in our reasonable discretion, charge you the difference between the subscribed device expected resale value and its actual value in that condition, up to a maximum of the device full retail price.

4.49 Please remember to back up your data before returning your subscribed device to us. Once we receive a returned subscribed device, any data still stored on it may be permanently erased as part of our standard processing. Swap Mobile will not be liable for any loss of data, content, photos, or other information that occurs as a result of you failing to back up or erase your subscribed device before return, or as a result of our processing of the subscribed device after return except to the extent caused by our gross negligence or wilful misconduct.



4.50 The subscribed device remains the exclusive property of Swap Mobile and shall not be transferred to you unless you elect to acquire ownership of the subscribed device in accordance with the applicable terms and conditions. You are required to take reasonable care of the subscribed device and return it in good working condition, allowing for fair wear and tear that arises from ordinary, intended use. This obligation applies whenever the subscribed device is returned to Swap Mobile, (a) at the end of the Minimum Subscription Period, and (b) where you return the subscribed device earlier in connection with an upgrade or downgrade of your device subscription plan. If the device is damaged, whether through accident, misuse or deliberate act, you will bear the full cost of repairing or refurbishing the subscribed device to restore it to working condition. This includes, without limitation, costs for parts, labour, and any diagnostic or assessment fees incurred by Swap Mobile or its authorised repair partners. If Swap Mobile reasonably determines that the damage resulted from your conduct that is criminally negligent, Swap Mobile reserves all rights and remedies available under law, including the right to claim from you the full replacement value of the subscribed device in lieu of repair costs.

4.51 **Non-Return of Device:** In collecting the subscribed device from you upon the expiry or termination of the SIM with Device Subscription Plan, Swap Mobile will make three (3) attempts to collect the device from your designated address at the specified time. If all collection attempts are unsuccessful, you shall be deemed to have failed to return the subscribed device and shall be liable to pay a Non-Return Charge equivalent to the subscribed device full Recommended Retail Price ("**RRP**"), less any applicable delivery charges, administrative fees and the total subscription fees already paid by you.

Section G: Add-on Services

4.52 In addition to the Services offered by Swap Mobile, you may purchase Add-on Services which are optional, as set out below, subject to availability and any additional terms specified for each Add-on Service.



- 4.53 Swap Mobile reserves the right to update, modify, withdraw, or introduce new Add-on Services from time to time, and any such changes will not affect Add-on Services that you have already purchased, save where required by a change in the underlying service (e.g. a change imposed by a third-party provider of that Add-on Service).

Add-On Services (Optional)

Add-on Pack for Voice Minutes/SMS/Data

- You may purchase additional voice minutes, SMS, and/or data at any time through our Website or Mobile App. There is no limit on the number of Add-on Services that you may purchase within a single Service Period.
- Each Add-on Service purchased will be aligned to, and will expire at the end of, your then-current Service Period, regardless of when within that Service Period the purchase is made.
- Any unused voice minutes, SMS, and/or data – whether from your base plan or any Add-on pack – will expire automatically at the end of the Service Period. Unused voice minutes, SMS, and/or data will not be carried forward to the next Service Period.
- All Add-On pack purchases are final. Save as required by law, fees paid for an Add-On pack are non-refundable, including where the Add-on pack expires unused or is only partially used.
- If your SIM Only Plan or SIM with Device Subscription Plan is suspended/terminated (whether by you or by Swap Mobile) before the end of a Service Period in which you have an active Add-On pack, any unused voice minutes, SMS and/or data under that Add-On pack will be forfeited with immediate effect upon suspension/termination of the SIM Only Plan or SIM With Device Subscription Plan.



- Save as required by law, you will not be entitled to any refund, credit, or compensation for any unused or unexpired portion of an Add-On pack resulting from such suspension/termination, regardless of the reason of suspension/termination.

Roaming APAC and Global:

- Roaming services are disabled by default and will only be activated upon purchase of an applicable roaming package, as set out on our Website or Mobile App.
- Roaming services are only available in selected destinations. It is your responsibility to check our Website or Mobile App for the current list of supported countries before using roaming services while overseas.
- For roaming voice services to function, you must use a VoLTE-enabled mobile device. The availability of VoLTE roaming services is subject to the supported destinations and the compatibility of our overseas roaming partners' networks. Please refer to our Website or Mobile App for the latest list of VoLTE-supported countries.
- Your roaming services will be activated upon the first detected usage of the service on our overseas roaming partner's network.
- Rates for roaming Voice minutes, SMS, and Data vary according to the roaming zone applicable to your destination. Swap Mobile reserves the right to revise roaming rates and the destinations from time to time. The rate applicable to your usage will be the rate published on our Website or Mobile App at the time you use the roaming service, and it is your responsibility to check the current rates before using roaming services while overseas.
- **Roaming Usage Priority** : Your roaming data entitlement will be used in the following order of priority:
 - (a) first, your roaming data entitlement under your base plan; and



(b) second, your roaming data entitlement under your roaming add-on.

IDD (International Direct Dialling)

- To use International Direct Dial (“IDD”) services, you will need to purchase an IDD Add-on pack plan, which may only be purchased through our Mobile App.
- IDD services do not support calls to destinations that are not included in our list of supported IDD destinations, as set out on our Website or Mobile App.
- Once you have successfully purchased an IDD Add-on pack, the purchase cannot be cancelled. Your IDD credits are non-refundable, non-transferable, and may not be used for any purpose other than IDD calls under the applicable Add-on pack.
- IDD charges are calculated based on the actual usage and rounded up to the next minute.
- You can disable IDD services through our Website or Mobile App.

Section H: Add-on Services - Device Protection Plan

- 4.54 Customer may subscribe for Device Protection Plan at the point of purchase of our Services. For the avoidance of doubt, this Device Protection Plan is only applicable to the devices purchased from Swap Mobile and is qualified as an Eligible Device.
- 4.55 Device Protection Plan is subject to separate eligibility requirements, fees, charges, coverage terms, exclusions and claim procedures. Customer who wishes to enrol in Device Protection Plan must read and accept the Device Protection Plan terms and conditions before subscribing for the Device Protection Plan.
- 4.56 For more detailed information on the scope of coverage, applicable Service Request Fees, claims process, general exclusions, please refer to our comprehensive Data Protection Plan terms and conditions published at our Website as may be amended from time to time.



Section I: Fair Usage Policy

5. Fair Usage Policy (“FUP”)

- 5.1 Our FUP is designed to ensure that all our Customers can enjoy reliable and high-quality access to our mobile network services, which are provided over the infrastructure of our host network partner. Our Services are intended for normal, personal, and non-commercial use.
- 5.2 The objective of our FUP is to manage incidences where there is a consumption of disproportionate amounts of network resources, which can negatively impact the network experience for the majority of our Customers.
- 5.3 **Abuse of our Services:** You agree and acknowledge that you shall not abuse the provision of the Services and are hereby prohibited from:
- 5.3.1 **Excessive Continuous Use:** Engaging in activities that maintain a continuous and dedicated network connection for prolonged periods, such as operating server-like applications, automated data feeds, or using a handset as a fixed-wireless alternative.
 - 5.3.2 **Prohibited Activities:** using Data (i) to transmit or facilitate any unsolicited or unauthorised advertising, telemarketing, promotional materials, “junk mail”, unsolicited commercial or bulk messages, (ii) for activities that will adversely affect the ability of Customers to use the Services.
 - 5.3.3 **Commercial Use:** Reselling our Services, providing public telephony or internet access (e.g., operating a Wi-Fi hotspot for public use), or using SIM cards for machine-to-machine (M2M) applications without a specific M2M plan.
 - 5.3.4 **Non-Standard Usage:** Using SIM cards in devices other than smartphones, tablets, or mobile broadband routers (e.g. CCTV systems, IoT sensors) without prior authorisation.



- 5.3.5 **Peer-to-Peer (P2P) and File Sharing:** Extensive use of peer-to-peer (P2P) file sharing, torrenting, or other applications that are optimised for unattended, high-volume data consumption.
- 5.3.6 **Tethering Beyond Reasonable Limits:** Using your phone as a modem to provide internet access to other devices in a volume that exceeds typical personal use for web browsing, email, and social media.
- 5.3.7 **Excess Usage:** If you use more than (i) 10,000 local call minutes per month, or (ii) 300 local SMSes per day, such usage will be deemed to be excessive usage and excess charges as determined by Swap Mobile may apply thereafter.
- 5.4 If you breach our FUP or abuse the Service and/or your usage pattern exceeds any applicable FUP quota under your Service, we may, at our discretion and without prejudice to our other rights and remedies:
- (a) manage your bandwidth, including by reducing your Service speed; and/or
 - (b) suspend or terminate the Service(s).

Section J: Billing, Charges and Payments

6. Billing, Charges and Payments

- 6.1 You will be billed for the Services that you subscribe at the rates based on our records. You will be billed for each Service Period where your initial payment will be collected from the date that the SIM/e-SIM is activated and such payment will cover the Services consumed by you for the Service Period commencing on that SIM / e-SIM activation date. Subsequent payments for each successive Service Period will be charged on the same date of each consecutive Service Period.



- 6.2 Unless otherwise stated by us, all our fees and charges published on our Website/Mobile App are subject to the prevailing GST. All fees, charges and amounts stated in this Consumer Mobile Terms is inclusive of the prevailing GST and is in Singapore Dollars.
- 6.3 Once billed, all fees are non-refundable and non-exchangeable. This applies even if the Services are not used or are only partially used, suspended or terminated. Notwithstanding the foregoing, refunds will only be made where required under applicable law in which event, the processing time and the method of refund shall be determined by Swap Mobile.
- 6.4 By default, and unless expressly agreed otherwise by Swap Mobile, all bills will be provided in electronic form only. You may view your e-Bill using our Mobile App. Please notify us promptly if you are unable to access your e-Bill. Details on reporting e-Bill access issues are found at our FAQ section on our Website or Mobile App.
- 6.5 Unless expressly stated otherwise, Swap Mobile may from time to time revise its fees and charges with reasonable prior notice to you, by publication on our Mobile App or Website and such revised fees and charges shall be effective as at the date of publication. Such revised pricing will not affect Services which are already under the Minimum Subscription Period.
- 6.6 You may pay for the Services using any of the payment methods available and described on our Mobile App or Website. Swap Mobile reserves the right to add, remove or modify any Payment Method at its discretion.
- 6.7 Where you choose to pay your bills by credit or debit card, you authorise Swap Mobile (and/or its appointed payment service provider) to charge the applicable fees, including recurring charges, to your designated card in accordance with this Consumer Mobile Terms. You are responsible for ensuring that your card details are accurate, valid and up to date at all times. Swap Mobile will not be responsible for any failed payment resulting from expired cards, insufficient funds, or restrictions imposed by your card issuer.



- 6.8 Where you choose to pay your bills using your monies stored in the Balance Account maintained with Swap Mobile, you authorise Swap Mobile to deduct the applicable fees from your available monies in your Balance Account as and when such fees are due. You are responsible for maintaining sufficient monies in your Balance Account at all times. If the monies in your Balance Account is insufficient to pay for the applicable fees, Swap Mobile may suspend, restrict or terminate the Services until sufficient funds are available. Any remaining monies in your Balance Account maintained with Swap Mobile does not accrue interest and is non-refundable, except where otherwise required by applicable law.
- 6.9 If a payment fails under any selected payment method, Swap Mobile may, without prior notice to you, (a) retry the payment via the selected payment method; or (b) deduct the applicable fees from any monies available in Balance Account; or (c) require you to use an alternative payment method, and/or (d) suspend or restrict access to the Services, without prejudice to any other rights or remedies available to Swap Mobile.
- 6.10 All payments of our bill shall be made in Singapore dollars (SGD) only. All applicable transaction, bank or administrative fees and charges imposed by your credit or debit card issuer, or payment service provider in connection with the payment methods shall be payable by you.
- 6.11 You are responsible for ensuring and verifying that the fees and charges shown in the bill issued by Swap Mobile is accurate. If there is any error or discrepancy in the bill, you must notify Swap Mobile in writing with sufficient information on the error or discrepancy promptly ("Dispute Notice") and cease from purchasing the Service.
- 6.12 Upon receipt of your Dispute Notice, Swap Mobile will investigate the matter and respond to you in writing within thirty (30) days from the date of receipt of your Dispute Notice. Subject to the extent permitted by law, Swap Mobile decision in the resolution of such Dispute Notice is final.



- 6.13 If you fail to make payment of the fees and charges on or before the Renewal Cycle date, your Services will be suspended for a period of sixty (60) days. If the outstanding fees and charges remain unpaid after such period, your Services will be terminated in full. Swap Mobile will not be liable for any loss or damage incurred by you arising from such suspension or termination.
- 6.14 Without prejudice to Clause 6.13, where you purchase a SIM with Device Subscription Plan and fail to pay the applicable subscription fee on or before the Renewal Cycle date, your SIM with Device Subscription Plan will be suspended and any ETC (if applicable) calculated in accordance with this Consumer Mobile Terms shall immediately become due and payable. In addition, if the subscription fee remains unpaid and/or the device is not returned to Swap Mobile by the applicable deadline in accordance with this Consumer Mobile Terms, Swap Mobile reserves the right to lock the device using its security features, thereby restricting its use until all outstanding subscription fees have been paid in full or the device has been returned to Swap Mobile.
- 6.15 In the absence of any dispute raised in relation to a bill, Swap Mobile's issuance of each bill shall be final and conclusive evidence of the fees and charges imposed on you.
- 6.16 Where any subscription fees owed by you remains unpaid past its due date, Swap Mobile may engage a third-party debt collection agency or similar institution (or its appointed representative) to pursue recovery on Swap Mobile's behalf. The amount recoverable through this process may include the outstanding subscription payments (if any), together with any ETC or Non-Return Fees that have become payable. You agree to reimburse Swap Mobile for the reasonable costs and expenses incurred in engaging such agency or representative, as well as any reasonable legal fees and disbursements Swap Mobile incurs in recovering the amounts owed.



- 6.17 Swap Mobile will inform you of any fees or charges payable by you under these Consumer Mobile Terms, including the applicable amount, before such fees or charges are charged or billed to you. This information will be communicated to you through one or more including but not limited to the following channels: (a) display on our Website or Mobile App at the time of the relevant transaction or request; (b) your bill; (c) direct notification via email, SMS, User Account or request forms/forms, where applicable.
- 6.18 Where the Consumer Mobile Terms state that a specific fee or charge “may apply”, “will apply”, or similar, the applicable amount and basis of calculation for that fee or charge will be communicated to you through the channels described above prior to it being charged to you.

Section K: General Provisions

7. General Obligations

- 7.1 You must comply with the obligations set out under this Consumer Mobile Terms including but not limited to:
- 7.1.1 **Compliance Requirements.** You shall comply with (a) this Consumer Mobile Terms; (b) all applicable laws, regulations and any conditions or restrictions imposed from time to time by Swap Mobile or any of our carefully selected service partners; and (c) all instructions, notices, and directions issued by Swap Mobile.
- 7.1.2 **Accurate Information.** You must ensure that all information you provide to Swap Mobile is accurate, complete, and up to-date. You are required to inform us immediately of any changes.
- 7.1.3 **Payment of Fees and Charges.** You must promptly pay all applicable fees and charges for the Service(s) subscribed, including administrative fees, ETC, as determined by Swap Mobile, regardless of any suspension, disruption, or temporary unavailability of Service(s).



7.1.4 **Prevention of Misuse.** You shall take all reasonable precautions to prevent fraudulent, unlawful, or improper use of the Service(s).

7.2 **Use of Service.** You are responsible for all use of the Service(s) under your account, including any Content transmitted or accessed. You shall not:

7.2.1 **Prohibited Activities.**

- (a) resell, redistribute, lease, license, assign, or otherwise make available any part of the Service(s) to any third party, whether for commercial gain or otherwise. The Service(s) are provided solely for your personal use and may not be used to provide telecommunications or data services to others, including through public access points, hotspots, or shared usage arrangements. Any unauthorised resale or redistribution shall constitute a material breach of this Agreement and may result in immediate suspension or termination of Service(s) and/or legal action;
- (b) post, transmit, or distribute Content that is defamatory, offensive, unlawful, harassing, misleading, or unsolicited (e.g. spam or junk mail);
- (c) forge headers or otherwise disguise the origin of transmitted communications;
- (d) distribute or store Content containing malicious software (e.g. viruses, worms, trojans, etc);
- (e) access or attempt to access, without authorisation, any part of the Service(s), network, or connected systems;
- (f) disrupt or compromise the security of the Network or connected systems;
- (g) collect or disseminate personal Data without consent;
- (h) infringe the rights of others, including Intellectual Property or Privacy rights;



- (i) promote or distribute any Content that violates this Consumer Mobile Terms;
- (j) engage in activities that generate excessive or abnormal traffic or degrade the quality of the Network; and
- (k) engage in any act deemed by Swap Mobile to be harmful to its operations, customers, or reputation, even if such act is otherwise lawful.

7.3 **Device:** You must not access the Service(s) using a device or any other similar equipment that is not an Approved Standard Mobile Devices.

7.4 **Account Security.** You are solely responsible for safeguarding your login credentials (e.g. usernames, passwords, PINs). Any activity conducted through your User Account shall be deemed to be your responsibility, regardless of your knowledge or authorisation.

7.5 **Credential Management.** Swap Mobile reserves the right to reject or revoke any credentials (e.g. username, password, PIN) that are deemed inappropriate or offensive.

7.6 **Security Breaches.** If you suspect any unauthorised use of your account or compromise of credentials, you must immediately notify Swap Mobile and take corrective action, including changing your password or PIN.

7.7 **Regular Updates.** You are advised to regularly update your passwords or other security credentials to maintain account security.

7.8 **Disclaimer on Security.** Swap Mobile does not guarantee the security of transmissions over the network or any device, or system you use to access the Service(s). You assume all risk relating to such use.

7.9 **Content, Products, and Services:** You acknowledge that:



- 7.9.1 third-party Content or services accessed via the Service(s) are the sole responsibility of their originators;
 - 7.9.2 Swap Mobile does not endorse or guarantee such Content or services;
 - 7.9.3 you are fully responsible for any Content you transmit or make available using the Service(s);
 - 7.9.4 you may be exposed to offensive or illegal third-party Content while using the Service(s); and
 - 7.9.5 Swap Mobile may restrict access or remove Content (without notice to you) if such Content is or is alleged to be, unlawful or infringing, without assuming liability or responsibility for doing so.
- 7.10 **Third-Party Transactions.** Swap Mobile may make its Services available through Authorized Retailers and other approved sales channels. Where you purchase or subscribe to the Services through an Authorized Retailer acting within the scope of its authority, Swap Mobile remains responsible for the provision of the Services in accordance with this Agreement. However, any goods, services, promotions, warranties, or representations offered independently by an Authorized Retailer or any other third party that are not expressly provided or approved by Swap Mobile shall be the sole responsibility of such party. Swap Mobile shall not be liable for any loss, damage, claim, or dispute arising from such independently provided goods, services, promotions, warranties, or representations.
8. **Use of Network**
- 8.1 **Additional Rights Reserved.** This clause does not limit any rights Swap Mobile or its network service provider may have by law or otherwise in relation to network usage.
 - 8.2 **Maintenance and Access.** Swap Mobile and/or its network service provider may, at their discretion, carry out maintenance and improvements to the network without liability for any resulting interruption to the Service(s). Reasonable prior notice will be provided where practicable.



- 8.3 **Network Disruption/Downtime:** Swap Mobile and/or its network service provider will not be responsible for any loss, damage, cost or expense incurred by you arising out of or in connection with any interruption, suspension, degradation, delay or unavailability of the Services or any part thereof, including but not limited to network outages, systems failures, latency issues, congestion, maintenance activities, force majeure events, acts or omissions of our network service provider, regulatory actions, or circumstances beyond Swap Mobile and/or its network service provider control.

9. **Suspension and/or Termination**

- 9.1 To the extent permitted by the prevailing law, Swap Mobile may suspend and/or terminate the Service(s) subscribed by you, in part or whole, for such period as Swap Mobile may deem reasonable, with immediate effect without giving you any prior written notice in the following circumstances:

- 9.1.1 you face or are threatened to face bankruptcy or insolvency proceedings.
- 9.1.2 where in our opinion, we deem that you have created or is likely to create imminent physical harm (such as interruption, disruption or congestion) to the network provided by our network service provider;
- 9.1.3 where we reasonably believe that you have defrauded us, or that any transaction or usage on your account is fraudulent and in addition to the suspension or termination, we may recover from you any charges or losses arising from the fraudulent transaction or usage;
- 9.1.4 where we are required to comply with the requirements of the relevant regulatory authority (i.e. IMDA) or any other law enforcement agency such as SPF, resulting in us to suspend and/or terminate the Service(s) in part or in whole; and
- 9.1.5 in the event of death or you become incompetent to contract by reason of mental incapacity.



- 9.2 Without prejudice to the generality of the foregoing clauses, Swap Mobile may suspend, deactivate and/or terminate the Service(s) subscribed by you, in part or whole, for such period as Swap Mobile may deem reasonable, with immediate effect without giving you any prior written notice at the request of our network service provider, in the following circumstances:
- 9.2.1 where our network service provider reasonably suspects that you committed or likely to commit fraud or illegal use of the Service(s) subscribed by you;
 - 9.2.2 where our network service provider reasonably determines that there has been unauthorised use, excessive use, unreasonable use and/or use not typical of a normal customer by you;
 - 9.2.3 if your device or equipment is causing interference with our network service provider's mobile network;
 - 9.2.4 where our network service provider reasonably believes you are jeopardising the operation or quality of our network service provider or in the services that our network service provider offers to its own customers;
 - 9.2.5 where our network service provider is required or instructed to do so by a regulatory body, governmental authority, law enforcement agency or Court order; and
 - 9.2.6 where our network service provider reasonably believes that the equipment used by you infringes the Intellectual Property Rights of any person.
- 9.3 The suspension/termination of the Service is without prejudice to any other rights that Swap Mobile and/or our network service provider may have under this Consumer Mobile Terms or under the prevailing laws of Singapore.



10. **Consequences of Termination of Service(s)**

- 10.1 Unless otherwise expressly provided to the contrary, in the event of termination of a Service, all amounts due and owing to Swap Mobile (including any applicable ETC) up to the date of termination will become immediately payable to Swap Mobile. If you are using and/or leasing any device, you shall return such device immediately to Swap Mobile in good working condition as specified in this Consumer Mobile Terms. If the device is damaged or defective, Swap Mobile will take the necessary action as set out in this Consumer Mobile Terms.

11. **Intellectual Property Rights**

- 11.1 All Intellectual Property Rights including but not limited to all copyrights, patents, trademarks, logos, service marks and other intellectual property or proprietary rights in or arising from the Service(s) shall belong to Swap Mobile and/or its network service provider.
- 11.2 Except as expressly stated under this Consumer Mobile Terms and/or as may be necessary for your lawful use of the Service, you are not permitted or permit anyone else to use, copy, modify, decompile or reverse engineer in respect of any of the Intellectual Property rights.

12. **Assignment**

- 12.1 You shall not assign, transfer, novate any of your rights, interests and/or obligations under this Consumer Mobile Terms to anyone without first obtaining our prior written consent.
- 12.2 Swap Mobile may assign, transfer and/or novate any of its rights, interests and/or obligations, in whole or in part to any of its Affiliates or any third party without your consent. In the event of any such assignment, transfer and/or novation, Swap Mobile will provide reasonable written notice to you.



13. **Customer Indemnity**

- 13.1 You agree to fully indemnify and hold Swap Mobile, its Affiliates, employees, directors and agents against all claims, losses, damages, liabilities, costs, expenses, demands and actions arising out of or in connection with your use of the Service and/or your negligence, omission, act or breach of any of the provisions under this Consumer Mobile Terms.

14. **Force Majeure**

- 14.1 If Swap Mobile is prevented or restricted from performing all or any of its obligations under this Consumer Mobile Terms, by reason of any Force Majeure Event, then Swap Mobile shall be relieved of its obligations during the period that such event continues and shall not be liable to you for any delay and/or failure in the performance of its obligations during such period.

15. **Limitation of Liability**

- 15.1 To the fullest extent permitted by law, Swap Mobile and/or its Affiliates, its employees, directors, agents shall not be liable to you:

15.1.1 for any loss, damage, cost, or expense arising from or in connection with the provision of the Service;

15.1.2 for any direct, indirect, incidental, special, exemplary, punitive, or consequential losses, including but not limited to loss of profits, loss of data, loss of goodwill, or business interruption, whether in contract, tort (including negligence), otherwise, even if Swap Mobile has been advised of the possibility of such damages; and

15.1.3 Including our network service provider, for any claim, action, proceeding, loss and/or damages suffered by you as a result of the suspension, termination and/or deactivation of the Service by Swap Mobile and/or its network service provider. This clause shall extend and/or cover any liability of our network service provider.



15.2 You acknowledge and undertake not to commence any claims, disputes, legal proceedings and/or any other complaints in relation to the Service against our network service provider. Our network service provider will not be responsible and/or liable to you under any circumstances for any liability, claim, action, proceeding, loss and/or damages suffered by you in connection with the Service.

15.3 Swap Mobile's aggregate liability arising from or relating to this Consumer Mobile Terms shall not exceed the lower of the amount paid by you to Swap Mobile during the three (3) months immediately preceding the event giving rise to the claim or the amount of S\$5,000.

16. **Privacy Law**

16.1 By subscribing to our Services, you expressly consent and authorise Swap Mobile including its network service provider to collect, process/use and to disclose your personal data in accordance with our Swap Mobile's Privacy Policy which may be accessed at our Website.

16.2 We will use your personal data in providing assistance to law enforcement agency or other government agencies, for conducting analytics, marketing, research; credit scoring, customer services, tracking the equipment on our network, web use and profiling your preferences, joint promotional activities, managing bad debts and preventing fraud.

16.3 We will disclose and share your personal data with our Affiliates and third party service providers including but not limited to IT solution vendors, cloud service providers, and data hosting partners, who assist us in the provision, maintenance and support of our systems, platforms and services.

16.4 In addition to the foregoing, we will disclose your personal data to our network service provider:

- (i) to comply with its obligations at law;



- (ii) for the supply of calling number display services;
- (iii) to the extent required, for the provision of information required by the Public Number Database;
- (iv) to calculate and disclose the aggregate number of end-users connected by Swap Mobile to its network service provider; and/or
- (v) to provide operational support for issues escalated by Swap Mobile.

16.5 You acknowledge and expressly consent to Swap Mobile's collection, use and disclosure of your personal data, including by our Affiliates and/or third-party service providers, for the purpose of sending you marketing and promotional materials relating to our Services and those of our carefully selected partners that may be of interest to you. Such communications may be delivered via post, email, telephone, SMS, MMS, electronic messaging, online platforms, or other interactive media. Swap Mobile will only do so in accordance with the Personal Data Protection Act 2012 ("PDPA"), and you may withdraw your consent at any time by writing in to us. Upon receiving your request, we will cease to send you such communications, in accordance with our obligations under the PDPA.

17. **Confidentiality**

17.1 Except as expressly stated under this Consumer Mobile Terms, you are not to use or disclose to any third party, any information which is obtained from us, our agents, third party service providers including our network service provider in relation to the Service or to Swap Mobile and/or its suppliers including its network service provider, other than information which is or has become publicly available other than through a breach of this confidentiality obligation by you.



18. **Waiver**

- 18.1 Our failure or delay to exercise any right or remedy provided under this Consumer Mobile Terms, or by law shall not be construed as a waiver of that right or any other right or remedy nor shall it prevent or restrict the further exercise of that or any other right or remedy by us. No single or partial exercise of such right or remedy by us shall prevent or restrict the further exercise of that or any other right or remedy.

19. **Severability**

- 19.1 If any part of this Consumer Mobile Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part of the provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this Clause 19, shall not affect the validity and enforceability of the rest of this Agreement.

20. **Entire Agreement**

- 20.1 This Consumer Mobile Terms contain the entire agreement between you and Swap Mobile in relation to the provision and use of the Service and there are no other Agreements whether in writing or verbal, express or implied that governs the provision of the Service by Swap Mobile to you.

21. **Notices**

- 21.1 Unless otherwise specified to the contrary, Swap Mobile will communicate with you on all matters in connection with the provision of the Service to you in the following means:

21.1.1 by email (i.e. electronic mail) to the email address as provided by you and in our records.

21.1.2 by SMS or mobile notification sent to your mobile number registered with us.



21.2 For communication/notice by way of email, you are deemed to have received the communication/notice upon transmission of such communication/notice by us provided such communication/notice is not returned as undeliverable.

21.3 You must promptly notify Swap Mobile if there are any changes to your contact details by updating your details through our Mobile App or website. Swap Mobile will not be liable for any losses arising from the non-receipt of our notices/communications to you due to outdated or incorrect contact details contained in our records.

22. **Third Party Rights**

22.1 Save for Swap Mobile and its Affiliates, no other person who is not privy to this Consumer Mobile Terms has any right under the Contracts (Rights of Third Parties) Act (Cap 53B).

23. **Governing Law**

23.1 This Consumer Mobile Terms shall be governed by Singapore Law. Both Swap Mobile and you agree to irrevocably submit to the non-exclusive jurisdiction of the Singapore courts for any legal proceedings.

24. **Dispute Resolution**

24.1 If you have any dispute or complaint relating to our Service(s), we encourage you to first contact our customer service team so we may attempt to resolve the issue promptly and amicably.

24.2 If the dispute remains unresolved, it shall be resolved as follows:

24.2.1 if the potential claim amount is within the jurisdiction of the Small Claims Tribunal of Singapore, such dispute shall be referred to the Small Claims Tribunal.

24.2.2 through the courts of Singapore.



Section L: Definitions and Interpretations

25. In this Consumer Mobile Terms, unless to the extent the content requires otherwise, the following words and expressions shall have the meanings ascribed to them:

“Agreement” means the Consumer Mobile Terms and Conditions, together with any documents incorporated by reference, which govern the Customer's use of the Services and become binding upon the Customer upon acceptance of this Consumer Mobile Terms and Conditions, registration for a User Account, activation of the Services, or continued use of the Services.

“Add-on Services” means the optional services that Customer can purchase in addition to their mobile plan, including additional voice minutes, SMS, data, roaming packages (such as APAC and Global Roaming Packages), IDD services, and other services offered by Swap Mobile from time to time.

“Affiliate(s)” means, in relation to Swap Mobile, any holding company, subsidiary, related corporation, associated company, joint venture, or other entity that directly or indirectly controls, is controlled by, or is under common control with Swap Mobile from time to time.

“Approved Standard Mobile Device” means approved standard mobile devices as prescribed by the standards authorities in Singapore and notified by Swap Mobile, and as may be amended from time to time by Swap Mobile in its absolute discretion.

“Authorised Retailers” means any retailer, dealer, distributor, agent, sales partner, or other person or entity that has been appointed, approved, or authorized by Swap Mobile to promote, market, sell, distribute, facilitate the subscription of, or otherwise provide the Services to Customers.

“Balance Account” means an account maintained by or on behalf of a Customer for the storage of electronic money (“E-Money”), which may be funded through top-ups or other permitted credits and used to make payments for bills, fees, charges, and such other transactions as may be made available through the Services from time to time.

“Content” refers to all data, information, communication, or material, whether in text, audio, visual, video, or other digital form that is transmitted, received, stored, accessed, or made available through the Service(s).

“Delivery Code” means a unique verification code issued by Swap Mobile or its authorised logistics service provider to a Customer for the purpose of verifying the Customer's identity and confirming authorization to receive the device upon delivery.



“Donor Provider” means the telco service provider from whom the Customer is transferring, porting or migrating their telephone number to Swap Mobile.

“Due Date” refers to the date by when the Consumer Customer is required to make payment of the billed amount.

“Eligible Device” means a wireless mobile device: (i) that has a valid and unaltered IMEI; (ii) which is supplied to Customer by the original manufacturer of the device; (iii) which is licensed for use in Singapore and must not be reported as lost or stolen; and (iv) which has been designated by Swap Mobile as eligible for Screen Crack Protection under the Services offered by Swap Mobile.

“ETC” means early termination charges payable by the Customer based on the computation as set out in Clauses 4.28 and 4.29 if the termination or cancellation is initiated either by the Customer or Swap Mobile during the Minimum Subscription Period.

“Force Majeure Event” means and include any event beyond the reasonable control of Swap Mobile, any acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, lightning, equipment failure, computer or software malfunction, electrical power failure, faults, interruption or disruption of our network or the networks of our service providers or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees) or epidemics of infectious diseases.

“IMDA” means Infocomm Media Development Authority of Singapore.

“IMEI” means international manufacturer’s equipment identification of a wireless mobile device.

“Mobile App” means the mobile application made available by Swap Mobile, for download or access on compatible mobile devices, including any updates, upgrades, modifications, enhancements, and related content or services made available through such application from time to time.

“Minimum Subscription Period” means a period of twenty-four (24) months or such other period as may be determined by Swap Mobile.

“Non-Return Charge/Fee” has the meaning given to it in Clause 4.51.

“Service(s)” means the mobile communications services, mobile equipment and accessories and/or related features provided by Swap Mobile.

“Service Period” means a period of thirty (30) days during which the Service is provided.



“Service Request Fee” means the fee payable by the Customer under the Device Protect Pro or Screen Crack Protection (if applicable) each time the Customer submits a claim for repair, replacement or other services covered under the Device Protect Pro Plan or Screen Crack Protection as more particularly described in the Device Protect Pro Terms and Conditions and Screen Crack Protection Terms and Conditions respectively published on our Website.

“SIM” means a physical subscriber identity module card or an embedded subscriber identity module (e-SIM), including any subscriber profile or credentials associated with it, that enables a device to access and use mobile telecommunications services.

“SPF” refers to Singapore Police Force.

“Swap Mobile”, “we”, “us”, “our” refers to Swap Telecommunications Pte Ltd (UEN No. 202444585K)

“User Account” means the unique account established and maintained by a Customer upon successful registration with Swap Mobile, through which the Customer may purchase Mobile Services, manage subscriptions, maintain a Balance Account, access account information, and perform such other transactions and activities as may be made available by Swap Mobile from time to time.

“you”, “your”, “Customer” refers to Swap Mobile’s customer

“Website” refers to Swap Mobile’s website at www.swap-mobile.com/sg

-THE END -