

Protect Pro Plan

These terms and conditions ("**Terms**") sets out the terms governing the Protect Pro Plan ("**Plan**"), which provides a comprehensive coverage for same unit repair, accidental damage and attended theft of Your device. By registering to the Plan, You acknowledge that You are deemed to have read, understood and agreed to be bound by these Terms.

1. Definition

1.1 Definition: In these Terms, the following words have the following meaning: -

Accidental Damage	Means any sudden, unexpected, unforeseen physical damage such as cracked screen, and/or destruction that is externally detectible and which causes malfunction of the Eligible Device.
Annual Subscription Fee	Means the subscription fee for the Annual Subscription Period.
Annual Subscription Period	Means each period of twelve (12) consecutive months.
Attended Theft	Means unlawful act of taking of Your Eligible Device while under Your care and custody with the intention to permanently deprive You of Eligible Device.
Authorised Service Agent	Means any third-party contractor, agent or representatives that may be appointed by SWAP Mobile to carry out SWAP Mobile's services under the Plan, which may include but not limited to logistic partner, service centre or data processing partner (non-exhaustive list).
Beyond Economic Repair	Means the Eligible Device is beyond economic repair and/or certain parts of the Eligible Device are not available as determined by SWAP Mobile.
Billing Cycle Date	Means the first day of the Subscription Period.
Cancellation	Means the discontinuation of the subscription of the Plan pursuant to Clause 11 under these Terms.
Commencement Date	Means the date when You first successfully subscribed Your Eligible Device under the Plan and paid the Subscription Fee and SWAP Mobile has registered Your Eligible Device's IMEI and other device information for the Plan. For the avoidance of doubt, Your Plan coverage will start on this date.
Damage	Means the occurrence of Screen Crack Damage, Accidental Damage, Liquid Damage as covered under Your Plan, during the time Your Plan is in effect.
Device Exchange	Means a service to provide a device in exchange of Your Eligible Device.
Device Exchange Fee	Means the applicable fee for the Device Exchange payable by You to SWAP Mobile upon obtaining the

	Service Request Approval.
Device Repair	Means repair services for Your Eligible Device which are only permitted if Your Eligible Device is not Beyond Economic Repair.
Device Repair Fee	Means the applicable fee for the Device Repair payable by You to SWAP Mobile upon obtaining the Service Request Approval.
Device Replacement	Means a service provided to replace an Eligible Device that was lost due to Attended Theft.
Device Replacement Fee	Means the applicable fee for the Device Replacement payable by You to SWAP Mobile upon obtaining the Service Request Approval.
Device Value	Means the value of Eligible Device as indicated under the Clause 5 of this Terms.
Eligible Device	Means a wireless mobile device: - (i) that has a valid and unaltered IMEI; (ii) which is supplied to You 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 protection under the Plan.
Extended Warranty	Means the extension of the original equipment manufacturer's warranty for the coverage of a product beyond the original warranty period provided by the original equipment manufacturer. This extension coverage typically includes repairs and replacements parts for mechanical or electrical failures that occur after the expiration of the standard warranty period, however, this is excluding the battery deterioration of the Eligible Device as it is deemed as normal wear and tear and nor part of warranty.
ETC	Means early termination charges payable by the You as set out in the Consumer Mobile Terms and Conditions.
IMEI	Means international manufacturer's equipment identification of a wireless mobile device.
Liquid Damage	Means damage to the Eligible Device due to ingress of any type of liquid or water into the Eligible Device that impedes its functioning caused by an accident.
Minimum Subscription Period	Means a period of twenty-four (24) months or such other period as may be determined by SWAP Mobile as set out in the Consumer Mobile Terms and Conditions.
Monthly Subscription Fee	Means the subscription fee for the Monthly Subscription Period.
Monthly Subscription Period	Means a period of one (1) month.

Payment Method	Means digital payment method used by SWAP Mobile to accept debit, credit card, online banking and/or electronic wallet payment from You.
Plan	Means the Protect Pro Plan subscribed by You for a prescribed period.
Screen Crack Damage	Means only damage to the LED screen of the Eligible Device (back and front of the LED screen) which results in the replacement of the screen. For the avoidance of doubt, all other damages to the Eligible Device are not covered under the Plan.
Service Request	Means the request for Device Repair, Device Exchange or Device Replacement submitted by You to SWAP Mobile.
Service Request Fee	Means the Device Repair Fee, Device Exchange Fee or Device Replacement Fee (as the case may be).
Service Request Approval	Means the notification of the approval of Your Service Request as provided by SWAP Mobile.
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.
SIM with Device Outright Purchase Plan	Means the SIM with Device Outright Purchase Plan offered by SWAP Mobile which is accepted by You pursuant to the Consumer Mobile Terms and Conditions.
SIM with Device Subscription Plan	Means the SIM with Device Subscription Plan offered by SWAP Mobile which is accepted by You pursuant to the Consumer Mobile Terms and Conditions.
SIM with Device Instalment Plan	Means the SIM with Device Instalment Plan offered by SWAP Mobile which is accepted by You pursuant to the Consumer Mobile Terms and Conditions.
SIM + Device Plan	Means the SIM with Device Outright Purchase Plan or the SIM with Device Subscription Plan or the SIM with Device Instalment Plan (whichever applicable) offered by SWAP Mobile which is accepted by You.
Subscription Fee	Means the Monthly Subscription Fee or the Annual Subscription Fee (whichever is applicable).
Subscription Period	Means the Monthly Subscription Period or the Annual Subscription Period (whichever is applicable).
Substituted Device	Means a wireless mobile device (whether new or refurbished) of similar type and quality with comparable features and functionality to the Eligible Device but may be a different brand, model and/or colour and does not include any device accessories such as SIM cards, memory cards, headphones, chargers, batteries, ear

	buds, cables or cases.
SWAP Mobile	Means by Swap Telecommunications Pte. Ltd. (Company Registration No. 202444585K), located at 5 Harper Road, #02-03, Singapore 369673.
SWAP 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.
"You" and "Your"	Means a person who subscribed to the Plan under these Terms and are above the age of 18 years.
"\$" and "SGD"	Means Singapore Dollars.

1.2 In these Terms, unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided: -

- 1.2.1. words importing the masculine gender only shall include the feminine and neuter genders and vice versa;
- 1.2.2. words in the singular number only shall include the plural number and vice versa;
- 1.2.3. references to any statute law enactment rule or regulation include the statute law enactment rule or regulation as reenacted, amended or extended from time to time;
- 1.2.4. references to any documents shall be deemed to include references to such documents as varied, supplemented or replaced from time to time;
- 1.2.5. words applicable to natural persons shall include any body of persons, company, corporation, firm or partnership corporate or unincorporated and vice versa; and
- 1.2.6. the headings of each of the provisions herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provision herein contained.

2. The Eligibility

2.1 To sign up to this Plan, You acknowledge that You have met the following requirements:-

- 2.1.1. You must be at least 18 years old and above at the time of participation;
- 2.1.2. You own, subscribe or have purchased the SIM + Device Plan from SWAP Mobile;
- 2.1.3. Your subscription to the SIM + Device Plan must be active;
- 2.1.4. You are a Singapore citizen or Singapore permanent resident;
- 2.1.5. You 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;
- 2.1.6. You have a valid and existing Singpass account and able to successfully complete Singpass verification;

2.1.7. You are not in any default of any payment owed to SWAP Mobile; and

2.1.8. You have installed SWAP Mobile App in the Eligible Device.

2.2 For the avoidance of doubt, 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 Plan immediately in which event you may be liable for any applicable ETC.

2.3 Notwithstanding Clause 2.1 above, only one (1) Eligible Device can be registered under a single Plan, which will be identified by its IMEI number. Multiple devices or IMEI numbers cannot be registered under a single Plan.

3. Registration

3.1 Upon successful purchase of the SIM + Device Plan from SWAP Mobile, Your Eligible Device shall be automatically registered and enrolled in the Plan.

3.2 The Plan shall be automatically activated upon Your receipt of the Eligible Device provided that the Eligible Device is connected to SWAP Mobile network and is operational. SWAP Mobile reserves the right to determine the activation date and no further action shall be required from You unless otherwise specified by SWAP Mobile.

4. Coverage

4.1 The coverage provided under this Plan is as follows: -

COVERAGE	PROTECT PRO
Extended Warranty (EW)*	Yes
Screen Crack (SC)	Yes
Accidental Damage (AD)	Yes
Liquid Damage (LD)	Yes
Attended Theft (AT)	Yes
CLAIMS FULFILMENT TYPE	ENTITLEMENT
Repair	Unlimited
Exchange or Replacement	Subscriber can make up to 3 Service Request (in 12 months) with the following combos: - a) Exchange: 3-times & Replacement: 0-time b) Exchange: 2-times & Replacement: 1-time c) Exchange: 1-time & Replacement: 2-times

	Note: Replacement is limited to 2 times Service Request.
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* Extended Warranty is a complimentary service.

5. Subscription Fees

5.1 The Monthly Subscription Fee and Annual Subscription Fee, for the Plan are set out in the table below:-

Subscription Period	Tier	Device Value	Subscription Fee	Service Request Fee		
				Device Repair	Device Exchange	Device Replacement
Monthly	1	0-\$500.99	\$4.59	\$36.70	\$137.61	\$155.96
	2	\$501-\$1000.99	\$7.34			\$275.23
	3	\$1001-\$2000.99	\$11.93			\$422.02
	4	>\$2001	\$13.76			\$596.33
Annual	1	0-\$500.99	\$55.05			\$155.96
	2	\$501-\$1000.99	\$88.07			\$275.23
	3	\$1001-\$2000.99	\$143.12			\$422.02
	4	>\$2001	\$165.14			\$596.33

5.2 All the fees stated above are exclusive of service tax. SWAP Mobile has the right to determine and revise the structure of the Plan, Subscription Fee and Service Request Fee set out above from time to time at its sole discretion without assigning any reasons whatsoever by giving You prior notice of at least seven (7) days.

5.3 The Subscription Fee and Service Request Fee for Your Plan will be based on the tier level of Your Device Value. Your Device Value shall be based on the official price of the device published by the original manufacturer on the Commencement Date. In the event there are no published original manufacturer's official price for Your Eligible Device, the prevailing market value shall be applicable.

5.4 You shall pay the applicable Subscription Fee for the Subscription Period in advance to SWAP Mobile on the Billing Cycle Date.

5.5 You agree that the Plan shall be automatically renewed (as the case may be): -

- (i) on a monthly basis upon the expiry of the Monthly Subscription Period; or
- (ii) on an annual basis upon the expiry of the Annual Subscription Period.

5.6 You hereby irrevocably authorize and instruct SWAP Mobile to cause to be debited from Your Payment Method the Subscription Fee for the renewal of the Plan on each Billing Cycle Date unless the Plan is cancelled or terminated. The direct debit shall be subject to the following terms and conditions: -

- (a) You must make sure that sufficient funds are kept in Your Payment Method to meet the payment of the Subscription Fee;
 - (b) although SWAP Mobile will try to debit the Subscription Fee from Your Payment Method, SWAP shall not be held liable if SWAP Mobile is unable to do so due to reasons which are not attributable to SWAP Mobile or which are beyond SWAP Mobile's reasonable control; and
 - (c) if the full payment for the Subscription Fee cannot be made because there are insufficient funds in Your Payment Method or the Payment Method limit is exceeded, SWAP Mobile may terminate Your subscribed Plan immediately.
- 5.7 If You purchase the SIM with Device Subscription Plan, the Subscription Fee payable under this Plan will form part of Your monthly SIM with Device Subscription Plan charges and will not be billed separately. The Subscription Fee shall be automatically charged as part of the recurring SIM with Device Subscription Plan charges for the duration of the applicable term under the contract, unless otherwise specified by SWAP Mobile.
- 5.8 The Service Request Fee is chargeable in addition to the Subscription Fee. You shall pay the Service Request Fee to SWAP Mobile upon the Service Request Approval for Device Replacement or Device Exchange or Device Repair to SWAP Mobile upon SWAP Mobile's notification.

6. Service Request

6.1 Under the Protect Pro Plan: -

- (a) if You subscribe for a Monthly or Annual Subscription Period, You are entitled to make the following Service Request(s) for that Subscription Period for Your Eligible Device that has incurred Accidental Damage or Liquid Damage or Attended Theft: -
 - (i) unlimited Service Requests for Device Repair upon payment of the applicable Device Repair Fee for each Service Request;
 - (ii) You can make up to three (3) Service Request (in 12 months) with the following combinations: -
 - aa) Device Exchange: three (3)-times & Device Replacement: none; or
 - bb) Device Exchange: two (2)-times & Device Replacement: once; or
 - cc) Device Exchange: once & Device Replacement: two (2)-times.
The Device Replacement is limited to two (2) times Service Request.
- (b) if You subscribe for a Monthly or Annual Subscription Period, You are entitled to make unlimited Extended Warranty claim for repairs and replacements of parts for mechanical or electrical failures that occur after the expiration of the standard original equipment manufacturer's warranty period,

provided that:

- (aa) the Service Request must be made within seven (7) days from the date of Damage;
and
- (bb) the Plan must be valid and existing when the Service Request is made.

7. Service Request Process

- 7.1 In the event of any Damage of Your Eligible Device, You must submit a Service Request within seven (7) days from the occurrence of such Damage to SWAP Mobile by calling SWAP Mobile's service hotline at +65216833 from 9 a.m. to 9 p.m. local time (GMT+8) from Monday to Sunday including public holidays. The Plan must be valid and existing when the Service Request is made. For the avoidance of doubt, if the Service Request is submitted after the seven (7) days period of occurrence of such Damage as specified above, the Service Request will be rejected and SWAP Mobile is not bound to perform any services in relation to such Damage.
- 7.2 SWAP Mobile reserves the right to request for any or all of the following documents and/or confirmation ("**Additional Service Documents/Confirmation**") as part of the conditions to provide its Service Request Approval to You: -
 - (a) a copy of the proof of purchase for the Eligible Device including but not limited to receipt;
 - (b) a copy of the IMEI of the Eligible Device;
 - (c) a copy of Your identification card/ passport;
 - (d) Screenshot/ verification that the locking features of the Eligible Device has been disabled in accordance to Clause 7.6(d)(iii) or 7.7(d) of this Terms;
 - (e) Your confirmation that the Eligible Device is in Your possession;
 - (f) Your confirmation on the condition of the Eligible Device; and/or
 - (g) any other documents or information as may be required by SWAP Mobile.
- 7.3 Any failure to submit the Additional Service Documents/Confirmation within seven (7) days from SWAP Mobile's request will result in the Service Request being rejected.
- 7.4 The approval of Your Service Request will be subject to your compliance with these Terms and the availability of replacement screen, replacement parts and/or Substituted Device.
- 7.5 There shall be no refund of the paid Subscription Fee under any circumstances. In the event of any disputes directly or indirectly arising from this matter, SWAP Mobile's decision shall be final and binding.

DEVICE EXCHANGE

- 7.6 The following clauses shall apply to the Device Exchange:
 - (a) upon obtaining the Service Request Approval, SWAP Mobile will proceed to charge the Service Request Fee which will be based on the tier level of Your Device Value under Your subscribed Plan;

- (b) SWAP Mobile will notify You of the Service Request Fee payable and You are required to make the payment to SWAP Mobile in the manner specified by SWAP Mobile within seven (7) days from the date of submission of the Service Request. If You fail to make the payment within seven (7) days from the date of submission of the Service Request, the Service Request shall be deemed cancelled;
- (c) a payment confirmation for any Service Request Fee will be issued to You by the appointed gateway partner within twenty-four (24) hours from payment Service Request Fee Receipt;
- (d) SWAP Mobile will arrange for the Device Exchange via courier through SWAP Mobile's Authorised Service Agent in the Service Request within seven (7) working days from the date of the issuance of the Service Request Fee Receipt in the following manner: -
 - (i) You are required to confirm the exact time and location for the Device Exchange;
 - (ii) upon You confirming the above, the Authorised Service Agent will collect the Eligible Device from You. You must first surrender Your Eligible Device in exchange of the Substituted Device (in accordance with these Terms) from SWAP Mobile;
 - (iii) it shall be Your responsibility to complete the following process before handling Your Eligible Device to the Authorised Service Agent: -
 - (aa) remove any screen lock application (password, PIN, touch ID or face-detected ID);
 - (bb) deactivate any activation lock (such as "Find my iPhone" or similar locking feature);
 - (cc) remove any confidential, proprietary and personal information (including photos); and
 - (dd) remove any removable cards such as media and SIM cards,

SWAP Mobile and the Authorised Service Agent shall not be liable for any loss or misappropriation of or damage to the data left on Your Eligible Device. You agree that the ownership of Your Eligible Device together with all rights and benefits related to any manufacturer's warranty shall be or be deemed to be transferred SWAP Mobile upon surrender of Your Eligible Device to SWAP Mobile or its Authorised Service Agent;
 - (iv) if You fail to surrender Your Eligible Device and collect the Substituted Device from the Authorised Service Agent at the appointed time and place for the Device Exchange, the Authorised Service Agent will return the Substituted Device to SWAP Mobile's office and You shall be responsible at Your own cost to surrender Your Eligible Device and collect such Substituted Device from SWAP Mobile's office;
 - (v) if You fail to surrender Your Eligible Device and collect the Substituted Device within six (6) months after the Substituted Device is returned to SWAP Mobile's office, SWAP Mobile may dispose of the Substituted Device at its sole discretion without any notice to You and without any obligation or liability to You. In such situation, Your Service Request shall be deemed to have been used and you are not entitled for a refund of the Subscription Fee or the Service Request Fee,

- (e) the Substituted Device becomes the Eligible Device protected under the Plan once it has been delivered to or collected by You;
- (f) the warranty period of the Substituted Device is ninety (90) days from the date of your receipt of such Substituted Device against failures in mechanical and/or electrical malfunction due to defects in material, design and/or workmanship. Any warranty claim within such warranty period will not be considered as an additional Service Request.

DEVICE REPAIR

7.7 The following clauses shall apply to the Device Repair: -

- (a) upon obtaining the Service Request Approval, SWAP Mobile will proceed to charge the Service Request Fee which will be based on the tier level of Your Device Value under Your subscribed Plan;
- (b) SWAP Mobile will notify You of the Service Request Fee payable and You are required to make the payment to SWAP Mobile in the manner specified by SWAP Mobile within seven (7) days from the date of submission of the Service Request. If You fail to make the payment within seven (7) days from the date of submission of the Service Request, the Service Request shall be deemed cancelled;
- (c) a Service Request Fee Receipt will be issued to You within twenty-four (24) hours of payment. Upon issuance of the Service Request Fee Receipt, You shall drop off the Eligible Device for repair at SWAP Mobile's appointed repair service branch (as selected by You) within seven (7) days from the date of submission of the Service Request. If You fail to drop off the Eligible Device at SWAP Mobile's appointed repair service branch within seven (7) days from the date of submission of the Service Request, the Service Request shall be deemed cancelled;
- d) it shall be Your responsibility to complete the following process before handling Your Eligible Device to the appointed repair service branch: -
 - (i) remove any screen lock application (password, PIN, touch ID or face-detected ID);
 - (ii) deactivate any activation lock (such as "Find my iPhone" or similar locking feature);
 - (iii) remove any confidential, proprietary and personal information (including photos); and
 - (iv) remove any removable cards such as media and SIM cards,

SWAP Mobile and the appointed repair service branch shall not be liable for any loss or misappropriation of or damage to the data left on Your Eligible Device,
- e) Upon receipt of the Eligible Device, the appointed repair service branch (as selected by You) will conduct an inspection to verify whether Your Eligible Device contains original parts. If Your Eligible Device is found to contain original parts, the appointed repair service branch will notify You on the outcome of the inspection and seek your confirmation to proceed with the Device Repair. At this stage, the repair service branch will issue a quotation for the Device Repair;

- f) However, if the inspection reveals that Your Eligible Device contains non-original parts and/or unauthorized repairs, the Service Request will be cancelled, and any Service Request Fees collected will be refunded. The Eligible Device will then be returned to You. You will be charged for the applicable inspection fees payable directly to the repair service branch in full before collection of Your Eligible Device. SWAP Mobile shall not be responsible for any inspection fees incurred in relation to Your Eligible Device;
- g) If You have provided confirmation to the repair service branch to proceed with the Device Repair but, upon issuance of the quotation, You are not agreeable to the quotation and chose not to proceed with the Device Repair, You will be charged for the applicable inspection fees payable directly to the appointed repair service branch in full before collection of Your Eligible Device. SWAP Mobile shall not be responsible for any inspection fees incurred in relation to Your Eligible Device. You shall promptly notify SWAP Mobile of Your cancellation to the Service Request. Upon SWAP Mobile's receipt of Your request, the Service Request will be cancelled and any Service Request Fees collected will be refunded accordingly;
- h) once the Eligible Device has been repaired, SWAP Mobile and/or the representatives from repair service centre will contact You to pick up the repaired Eligible Device from the branch of the repair service centre first nominated by You. You are not allowed to change the branch of repair service centre;
- i) if You fail to collect Your Eligible Device from the branch of the repair service centre first nominated by You within six (6) months from SWAP Mobile's notification under Clause 7.7(h) of this Terms, SWAP Mobile may dispose of Your Eligible Device at its sole discretion without any notice to You and without any obligation or liability to You. In such situation, Your Service Request shall be deemed to have been used and You are not entitled for a refund of the Subscription Fee or the Service Request Fee.

DEVICE EXCHANGE (IF THE ELIGIBLE DEVICE IS BEYOND ECONOMIC REPAIR)

7.8 If Your Eligible Device is Beyond Economic Repair:-

- (i) SWAP Mobile will inform You of the Device Exchange Fee needed in order to provide a Substituted Device and You shall make such payment to SWAP Mobile within seven (7) days from such notification;
- (ii) a payment confirmation for the Device Exchange Fee will be issued to You by the appointed gateway partner within the twenty-four (24) hours of payment ("**Device Exchange Fee Receipt**");
- (iii) You agree that the ownership of Your Eligible Device (which has been handed over to SWAP Mobile or SWAP Mobile's appointed repair service branch pursuant to Clause 7.7(c) of this Terms together with all rights and benefits related to any manufacturer's warranty shall be deemed to be transferred to SWAP Mobile upon Your payment of the Device Exchange Fee;
- (iv) SWAP Mobile will arrange for the delivery of the Substituted Device via courier through SWAP Mobile's Authorised Service Agent within seven (7) working days from the date of issuance of the Device Exchange Fee Receipt in the following manner: -

- (aa) You are required to confirm the exact time and location for the delivery of the Substituted Device;
 - (bb) upon You confirming the above, the Authorised Service Agent will deliver the Substituted Device to You;
 - (cc) if You do not collect the Substituted Device from the Authorised Service Agent at the appointed time and place for the delivery, the Authorised Service Agent will return the Substituted Device to SWAP Mobile's office and You shall be responsible at Your own cost to collect such Substituted Device from SWAP Mobile's office;
 - (dd) if You fail to collect the Substituted Device within six (6) months after it is returned to SWAP Mobile's office, SWAP Mobile may dispose of the Substituted Device at its sole discretion without any notice to You and without any obligation or liability to You. In such situation, Your Service Request shall be deemed to have been used and You are not entitled for a refund of the Subscription Fee, the Service Request Fee or the Device Exchange Fee.
- (v) the warranty period of the Substituted Device is ninety (90) days from the date of your receipt of such Substituted Device against failures in mechanical and/or electrical malfunction due to defects in material, design and/or workmanship. Any warranty claim within such warranty period will not be considered as an additional Service Request;
- (vi) if You disagree with SWAP Mobile's calculation of the Device Exchange Fee or You fail to pay such Device Exchange Fee within seven (7) days from SWAP Mobile's notification: -
- (aa) Your Service Request together with the Service Request Approval obtained shall lapse and cease to be of any effect immediately;
 - (bb) the Device Exchange Fee under Clause 7.8(i) of this Terms paid by You earlier will be refunded to You within fourteen (14) working days after such seven (7) days' period. SWAP Mobile will contact You to obtain Your bank account details;
 - (cc) You are required to retrieve the Eligible Device from the branch of the repair service centre first nominated by You. You are not allowed to change the branch of repair service centre; and
 - (dd) if You fail to retrieve Your Eligible Device within six (6) months from SWAP Mobile's refund of the Device Exchange Fee under Clause 7.8(vi)(bb) of this Terms, SWAP Mobile may dispose of Your Eligible Device at its sole discretion without any notice to You and without any obligation or liability to You.

DEVICE REPLACEMENT FOR ATTENDED THEFT

7.9 The following clauses shall apply to the Device Replacement for Attended Theft: -

- (a) You are required to provide SWAP Mobile with a valid Police report with respect to the theft of the subscribed device within forty-eight (48) hours from occurrence of the incident;
- (b) upon receiving the abovementioned Police report, SWAP Mobile shall have the discretion to approve or reject Your Service Request;

- (c) SWAP Mobile shall notify You of the Service Request Approval status and advice on the Service Request Fee which will be based on the tier level of Your Device Value under Your subscribed Plan;
- (d) You are required to make the payment to SWAP Mobile in the manner specified by SWAP Mobile within seven (7) days from the date of submission of the Service Request. If You fail to make the payment within seven (7) days from the date of submission of the Service Request, the Service Request shall be deemed cancelled;
- (e) a payment confirmation for any Service Request Fee will be issued to You by the appointed gateway partner within twenty-four (24) hours from payment Service Request Fee Receipt;
- (f) SWAP Mobile will arrange for the Substituted Device via courier through SWAP Mobile's Authorised Service Agent in the Service Request within seven (7) working days from the date of SWAP Mobile's issuance of the Service Request Fee Receipt in the following manner: -
 - (i) You are required to confirm the exact time and location for the delivery of the Substituted Device;
 - (ii) if You fail to collect the Substituted Device from the Authorised Service Agent at the appointed time and place for the Device Replacement, the Authorised Service Agent will return the Substituted Device to SWAP Mobile's office and You shall be responsible at Your own cost to collect such Substituted Device from SWAP Mobile's office;
 - (iii) if You fail to collect the Substituted Device within six (6) months after the Substituted Device is returned to SWAP Mobile's office, SWAP Mobile may dispose of the Substituted Device at its sole discretion without any notice to You and without any obligation or liability to You. In such situation, Your Service Request shall be deemed to have been used and you are not entitled for a refund of the Subscription Fee or the Service Request Fee,
- (g) the Substituted Device becomes the Eligible Device protected under the Plan once it has been delivered to or collected by You;
- (h) the warranty period of the Substituted Device is ninety (90) days from the date of your receipt of such Substituted Device against failures in mechanical and/or electrical malfunction due to defects in material, design and/or workmanship. Any warranty claim within such warranty period will not be considered as an additional Service Request.

8. Exclusions

8.1 The Plan shall not cover any incident caused directly or indirectly, in whole or in part, by any of the following exclusions. The following events or occurrences are excluded regardless that any other cause or event contributes concurrently or in any sequence to the excluded event or occurrence: -

- (i) Covered Under Manufacturer's Warranty
Eligible Device that are still covered by the manufacturer's original warranty, or any other warranty in effect.

- (ii) Recall or Design Defect
Any defects that are subject to manufacturer's recalls, error or omission in design, programming or system configurations.
- (iii) Programming, Repair Work
Programing, cleaning, adjusting, repairing, modifying, installing, servicing, maintaining or performing any other work that is intended to alter, improve, maintain or enhance the performance of the Eligible Device.
- (iv) Cosmetic Damage
Non-operating and cosmetic items, scratch, paint, color or product finish; accessories used in or with the Eligible Device; external cables, cords, cartridges, stylus and tapes; glass and lens; add on options incorporated; unauthorized modifications made to the Eligible Device; failure to follow manufacturer's installation, operation or maintenance instructions, any items not affecting the Eligible Device's function, expansion and contraction.
- (v) Computer Virus
Software (including operating system and any stored data), defects resulting directly from software installation and/or removal, computer virus, virus prevention, and other peripherals, repairs to hardware that has been added after the Eligible Device's original purchase.
- (vi) Consumables
Consumables such as batteries (embedded battery excepted), ribbons, toner and ink cartridges, stylus, memory cards, blubs and diskettes, etc.
- (vii) External Faults
External faults such as wiring, electrical connection or plumbing, realigning of signal receivers (poor receptions), and consequential loss of any kind.
- (viii) Accidental or Intentional Physical Damage of Eligible Device
Accidental or intentional physical damage of the Eligible Device; burglary or theft of the Eligible Device; spilled liquids, corrosion, animal and insect infestation, Fungi, wear and tear, gradual deterioration including but not limited to moisture and oxidation, misuse, abuse, or damage to the Eligible Device caused by non-authorized repair personnel. Fungi shall mean any type or form of fungus, including but not limited to, all forms of mold or mildew, and any mycotoxins, spores, scents, vapors, gas, or substance, including any by-products, produced or released by "Fungi".
- (ix) No Defect Found
Diagnosis where no defect has been found or noted.
- (x) Defects Not Covered under Manufacturer's Warranty
Defects and on-site service charges not covered under the manufacturer's primary written warranty.

- (xi) Shipping or Delivery Charges
Shipping or delivery charges, express service charges, transportation damage; Eligible Device on loan during replacement process.
- (xii) Rental
Rental, use for profits or Eligible Device transfers to retail outlets.
- (xiii) Failure to Mitigate
Failure to mitigate to do what is reasonably necessary to minimize loss from an accident and to protect the device from any further incident.
- (xiv) Mysterious Damage
Mysterious accidental damage where no known or identifiable event or occurrence can be attributed to causing the damage.
- (xv) Fraudulent Service Request
Fraudulent claims or intentionally exaggerated or if any false declarations or statements is made in support thereof.
- (xvi) Voluntary Parting
Voluntary Parting with the Eligible Device by the enrolled subscriber or by any person entrusted with the Eligible Device, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.
- (xvii) Pollution
Pollution involving any pollutants. For the purpose of this sub-clause, "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- (xviii) Outside Subscription Period
Outside Subscription Period where an Incident that takes place before device is an Eligible Device, an incident that takes place in any month for which the policy holder has not paid the required premium on behalf of You; or an incident that takes place after the effective date of cancellation of any enrolment.
- (xix) War and Terrorism Exclusion
Notwithstanding any provision to the contrary within this Terms or any endorsement thereto it is agreed that this Terms excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power, nationalization, confiscation, requisition, seizure or destruction by the government or any public authority;

- b) any act of terrorism;

For the purpose of this exclusion an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This exclusion also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to a) and/or b) above.

(xx) Property Cyber and Data Exclusion Clause

Notwithstanding any provision to the contrary within this Terms or any endorsement thereto this Terms excludes any:

- a) Cyber Loss;
- b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data,

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Subject to all the terms, conditions, limitations and exclusions of this Terms or any endorsement thereto, this Terms covers physical loss or physical damage to property insured under this Terms caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

Subject to all the terms, conditions, limitations and exclusions of this Terms or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Terms, then this Terms will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Terms excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

In the event any portion of this Terms or any endorsement thereto is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

For the purpose of this sub-clause:-

- a) **Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- b) **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- c) **Cyber Incident** means:
 - any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- d) **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- e) **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- f) **Data Processing Media** means any property insured by this Terms or any endorsement thereto on which Data can be stored but not the Data itself.

(xxi) Full Nuclear Exclusion

The insurance does not cover loss, damage, cost, expense or legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- a) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
- e) any nuclear material, nuclear installation or any other nuclear energy risks;

Subject otherwise to the terms, conditions and exceptions of the Terms.

(xxii) Sanctions Limitation and Exclusion Clause

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolution or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

(xxiii) Communicable Disease Exclusion Clause

Notwithstanding any provision to the contrary within this Terms, this Terms does not insure any loss, damage, liability, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- a) for a Communicable Disease, or
- b) any property insured hereunder that is affected by such Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

This Terms or any endorsement thereto applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

(xxiv) Seepage, Pollution and Contamination Exclusion

This Terms does not cover for any liability for:

- a) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Terms.
- b) The cost of removing, nullifying or cleaning up seeping, pollution or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Terms.
- c) Fines, penalties, punitive or exemplary damages.

(xxv) Political Risks Exclusion

Notwithstanding any provision to the contrary within this Terms or any endorsement thereto, it is agreed that this Terms excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Confiscation, expropriation, nationalisation, commandeering, requisition or destruction of or damage to property by order of the government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

(xxvi) Asbestos Exclusion

This Terms excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

- a) asbestos, or
- b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

(xxvii) Fraud, Dishonesty and Deception Exclusion Clause

SWAP Mobile shall not be liable for any loss, damage, cost or expense of whatsoever nature directly or indirectly arising from, resulting from or in connection with:

- a) any fraudulent, dishonest or criminal act committed by the Insured, any authorised user, or any person acting on their behalf;
- b) any act of deception, cheating, misrepresentation or wrongful inducement, whether or not such act constitutes an offence under the Penal Code of Singapore;
- c) any deliberate act, omission, misuse or abuse of the Plan for the purpose of obtaining any benefit to which the Insured or any other person is not entitled; or
- d) any collusive act involving the Insured, service providers, repairers, or any third party.

For the avoidance of doubt, this exclusion shall apply whether or not such act is prosecuted or results in a criminal conviction.

(xxviii) Governmental Authority

Seizure or destruction of the Eligible Device by order of any governmental authority.

(xxix) Wear and Tear, Prior Damage

Normal wear and tear, gradual deterioration, any latent defect or any condition existing prior to the Subscription Period of the Eligible Device.

(xxx) Theft

Theft resulting from: -

- a) from any unattended premises;
- b) of Eligible Device left unattended in a public place or place to which the public had access at the time of theft; or
- c) if the Eligible Device is stolen from an unattended vehicle, soft-top or open sided vehicles including watercraft, aircraft, train or light rail.

(xxxi) Theft by Deception

SWAP Mobile shall not be liable for any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the penal code.

(xxxii) Criminal Breach of Trust

SWAP Mobile shall not be liable for any loss or damage caused by or attributed to the act of criminal breach of trust ("CBT") by any person within the meaning of the definition of the offence of CBT set out in the penal code.

(xxxiii) Consequential Loss or Damage

Loss of use, consequential loss, or consequential damage of any kind.

(xxxiv) Negligence

Any loss or damage to the Eligible Device due to negligence of any kind.

(xxxv) Illicit Trade

Use of the Eligible Device in any illicit trade or transportation or in the commission of a crime.

- (xxxvi) Liabilities
Any liabilities arising from the Eligible Device or the use of it.
- (xxxvii) Commercial Use
Commercial use (multi-user organizations), public rental, use for profit or communal use for multi-family housing.
- (xxxviii) Altered or Removed IMEI
The Eligible Device with altered or removed IMEI numbers.
- (xxxix) Malicious Damage
 - i) Damages or vandalism that are intentionally caused by You or by any person entrusted with the Eligible Device; or
 - ii) Malicious damage occurring at a primary or secondary school whilst in possession of a child.
- (xl) Lost Parts or Accessories
 - i) Lost parts of the Eligible Device; or
 - ii) Eligible Device accessories such as SIM cards, memory cards, headphones, chargers, batteries, ear buds, cables or cases.

9. Limits of Liability

- 9.1 SWAP Mobile's entire liability and that of Authorised Service Agent to You in contract, tort (including negligence or breach of statutory duty) or otherwise shall be limited to: -
 - a) one (1) Monthly Subscription Fee if Your Plan is for a Monthly Subscription Period or;
 - b) one (1) Annual Subscription Fee if Your Plan is for an Annual Subscription Period.
- 9.2 In no event shall SWAP Mobile and/or Authorised Service Agent be liable to You or any other party for any economic loss, loss of use, loss of revenue or anticipated profits, goodwill, lost business or indirect, incidental, consequential, special, exemplary or punitive damages arising from the Plan even if SWAP Mobile or Authorised Service Agent have been advised of or have foreseen the possibility of such damages.
- 9.3 The condition of the Substituted Device, replacement screen and/or replacement parts for the Eligible Device for restoration purposes and the services under the Plan are provided on "as is" and "as available" basis. To the fullest extent permitted by law, SWAP Mobile expressly exclude and disclaims any representations, warranties or endorsement, express or implied, written or oral, of the Substituted Device, replacement screen, replacement parts and services to be provided hereunder, including any implied warranty of title, merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance and shall not assume any responsibility for such Substituted Device, replacement screen, replacement parts or services offered under the Plan. SWAP Mobile will not be responsible for any loss or damage sustained or suffered by You as a direct or indirect result of Your use of the Substituted Device, replacement screen and/or part of the replacement items for the Eligible Device for restoration purposes and the services.

10. Termination

10.1 SWAP Mobile may terminate Your subscribed Plan by notifying You if any of the following event occurs:-

- (a) non-payment of the Subscription Fee;
- (b) Your subscription to the SIM + Device Plan is either terminated or cancelled for any reason whatsoever. If Your SIM with Device Subscription Plan is terminated or cancelled for any reason whatsoever before the end of the Minimum Subscription Period, You shall be liable to pay the applicable ETC as set out in the Consumer Mobile Terms and Conditions;
- (c) breach of these Terms;
- (d) misrepresentation or intentionally concealment of any material fact or service circumstance or engagement in fraudulent conduct in connection to the Eligible Device, the Plan, Your interest in the Eligible Device or the Service Request made under the Plan;
- (e) removal, obliteration or alteration of the IMEI of the Eligible Device;
- (f) subsequent sale or transfer of the Eligible Device which result in the change of ownership of the Eligible Device; and/or
- (g) unauthorised repair, replacement or modification of the Eligible Device. The Eligible Device must contain only original parts. If the Eligible Device is found to contain any non-original parts and/ or unauthorized repairs, all associated Service Requests shall be rejected. The Service Request will be cancelled, and if any Service Request Fees collected shall be refunded.

10.2 Upon the Termination of Your subscribed Plan: -

- (a) no refund whatsoever will be given even though no Service Request has been made;
- (b) SWAP Mobile will be absolutely released from the obligation to provide any services under these Terms and You shall have no claims or whatsoever against SWAP Mobile, SWAP Mobile's Authorised Service Agents, employees, directors or representatives;
- (c) no Service Request is allowed to be made from the date of Termination with immediate effect; and
- (d) You will not be able to re-subscribe to Your previous Plan or to subscribe to the new Plan with the existing Eligible Device. Nevertheless, You may subscribe to the new Plan for a different Eligible Device in which the IMEI has yet to be registered and subscribed under any of the Plan.

11. Cancellation

11.1 SIM with Device Outright Purchase Plan & SIM with Device Instalment Plan

11.1.1 You may cancel Your subscribed Plan by calling SWAP Mobile customer service at SWAP Mobile's service hotline at +65216833 from 9 a.m. to 9 p.m. local time (GMT+8) from Monday to Sunday, including public holidays.

11.1.2 Upon the cancellation of Your subscribed Plan: -

- (i) no refund whatsoever will be given, however, You are entitled to file Service Request until Your next billing cycle; and
- (ii) SWAP Mobile will be absolutely released from the obligation to provide any services under these Terms and You shall have no claims or whatsoever against SWAP Mobile, Authorised Service Agent, SWAP Mobile's employees, directors or representatives.

11.2 SIM with Device Subscription Plan

11.2.1 The Plan shall continue to be in force and effect for as long as Your SIM with Device Subscription Plan remains active.

11.2.2 The Plan forms part of Your SIM with Device Subscription Plan and may not be cancelled independently during the Minimum Subscription Period. If you wish to cancel with the Plan before the end of the Minimum Subscription Period, You shall be liable to pay the applicable ETC as set out in the Consumer Mobile Terms and Conditions.

11.2.3 Notwithstanding the foregoing, You may only request for the cancellation of the Plan in the following circumstances:-

- (i) You have fully paid all amounts due and payable for the SIM with Device Subscription Plan; or
- (ii) Your SIM with Device Subscription Plan has reached its contractual maturity date and all obligations thereunder have been fully satisfied by You.

11.2.4 Upon satisfaction of clause 11.2.3 above, You may elect to cancel the Plan by calling SWAP Mobile customer service at SWAP Mobile's service hotline at +65216833 from 9 a.m. to 9 p.m. local time (GMT+8) from Monday to Sunday, including public holidays. Your cancellation shall only take effect on the date of confirmation by SWAP Mobile.

11.2.5 Upon the cancellation of Your subscribed Plan: -

- (i) no refund whatsoever will be given, however, You are entitled to file Service Request until Your next billing cycle; and

- (ii) SWAP Mobile will be absolutely released from the obligation to provide any services under these Terms and You shall have no claims or whatsoever against SWAP Mobile, Authorised Service Agent, SWAP Mobile's employees, directors or representatives.

12. Revisions & Amendments to the Terms

- 12.1 SWAP Mobile reserves the right to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) any of these Terms ("**Amendment**").
- 12.2 Notification to You in relation to the Amendment shall be effected at SWAP Mobile's absolute discretion through any one of the means of communication set out in Clause 18 of the Terms. The Amendment shall be deemed as binding on You as from the date of notification of the Amendment or from such other date as may be specified by SWAP Mobile in the notification.
- 12.3 No compensation in cash or any kind shall be given to You for any losses or damages suffered or incurred by You as a direct or an indirect result of such Amendment of these Terms.

13. Underwriter

- 13.1 The Plan is underwritten by **Tokio Marine Insurance Singapore Limited (Registration No. 192300014M)** ("**Underwriter**") a general insurer licensed under the Insurance Act 1966 and administered by SWAP Mobile. SWAP Mobile is the policy owner of the Plan. Further particulars will be made available to You upon request. The Underwriter has appointed SWAP Mobile to carry out the repairs, replacement and exchange of the Eligible Device under the Plan.

14. Personal Data Consent

- 14.1 By subscribing to the Plan, You are deemed to have read, understood and agreed to be bound by SWAP Mobile's Privacy Policy ("**Privacy Policy**") as well as consented to SWAP Mobile and the Authorised Service Agent in collecting, using, processing, transferring, storing and disclosing Your personal data as defined under the Personal Data Protection Act 2012 within or outside Singapore for the purposes of providing, facilitating, managing and maintaining the Plan and services and/or any other purposes relating to the Plan in accordance with the Privacy Policy.

15. Force Majeure

- 15.1 You hereby agree and acknowledge that SWAP Mobile has no responsibility for delays or failures to perform any of its obligations under the Plan and these Terms where the occurrence of such delays or failures is caused by the following: -
 - a) failure of any mechanical or electronic device, data processing system, transmission line;
 - b) any form of electrical failure;

- c) acts of God, fire, flood, explosion, war, revolution, acts of public enemy or terrorist, labour difficulties including but not limited to strikes, slowdowns, picketing or boycotts, riots, civil commotion, embargo, acts of government, military authority, pandemic; or
- d) other causes beyond SWAP Mobile's reasonable control.

16. Governing Law & Jurisdiction

- 16.1 These Terms shall be subject to the application of any prevailing laws, guidelines, directives, notices, regulations enacted and/or any other written laws in Singapore or which are issued by any other body having supervisory authority over in relation to or which are applicable to the Plan or any matters herein.
- 16.2 Any disputes/conflicts/proceedings arising herein shall be resolved exclusively by the courts of Singapore.

17. Tax

- 17.1 All payments payable by You to SWAP Mobile under these Terms are stated exclusive of taxes, duties, sales tax, service tax or other government levies or similar tax ("**Taxes**") which may be imposed on or in respect of any services or goods provided by SWAP Mobile to You under these Terms. You shall pay the Taxes at the same time the payment is made to SWAP Mobile.

18. Notice

- 18.1 Any notice or communication may be given by SWAP Mobile to You in any of the following ways: -
 - a) by dispatching the same by courier or hand to Your last known address in SWAP Mobile's record, which shall be deemed to be received by or communicated to You on the date of delivery;
 - b) by posting the notice at SWAP Mobile's website;
 - c) by posting the notice to You by way of an ordinary or registered post to Your last known address in SWAP Mobile's record, which shall be deemed to be received by or communicated to You three (3) days after the date of posting of the notice to You by ordinary or registered post;
 - d) by sending the notice by short message service, voice mail, electronic messages or electronic mail to Your mobile phone number or email address, which shall be deemed to be received by or communicated to You upon completion of the transmission;
 - e) by contacting and/or notifying You by telephone at Your telephone number in SWAP Mobile's record of the notice, which shall be deemed to be received by or communicated to You immediately after the telephone call; or
 - f) by any other methods as SWAP Mobile deems fit.

- 18.2 All notices or communication given by You to SWAP Mobile shall be deemed to have been received by SWAP Mobile at the time of actual receipt by SWAP Mobile.

19. Miscellaneous

- 19.1 You shall not assign or transfer Your subscribed Plan or any benefit, interest or obligations under these Terms to any third party without SWAP Mobile's prior written consent. SWAP Mobile may assign or transfer its benefit, interest or obligations under these Terms to any third party without Your prior consent.
- 19.2 These Terms shall be binding upon: -
- (a) Your personal representatives, heirs and permitted assigns; and
 - (b) the successors in title and assigns of SWAP Mobile.
- 19.3 Time wherever mentioned in these Terms shall be of the essence.
- 19.4 Any failure by SWAP Mobile to enforce any Terms herein, or any relaxation, forbearance, delay or indulgence granted by SWAP Mobile to You shall not be construed as waiver of SWAP Mobile's rights provided under these Terms.

-End-