

GENERAL TERMS AND CONDITIONS

1. ABOUT THESE TERMS

These Terms, in addition to any other terms and conditions that form part of the Agreement, shall apply to each of our Services. The Services are provided by Circles or a Circles Group Company. To subscribe, use and/or access our Services, You must comply with these Terms.

2. DEFINITIONS

Unless otherwise stated, the following words or phrases have the following meanings under these Terms:

- 2.1 **Agreement:** means the agreement for the supply of Services or sale of Goods made between You and Circles or any Circles Group Company (as the case may be), which may comprise; (i) one or more completed application forms; (ii) these Terms; (iii) the Circles Data Protection Policy; (iv) any specific terms and conditions for use of the Services; (v) Circles' acceptable use policies from time to time; and/or (vi) any other terms and conditions as may be agreed by You (if any), as amended, modified or varied by Circles from time to time;
- 2.2 **Applicable Laws:** means all laws, codes of practice, regulations, guidelines, instructions or other instruments having the force of law in whatsoever form that any competent regulatory, governmental or judicial authorities, whether in Singapore or elsewhere (as may be applicable), may issue from time to time relating to the Services, the Agreement or otherwise including without limitation the Telecommunications Act, Code of Practice for Competition in the Provision of Telecommunication and Media Services, Films Act, Computer Misuse Act, Penal Code, Copyright Act, Spam Control Act, Undesirable Publications Act, Singapore Broadcasting Authority Act, Indecent Advertisements Act, Public Entertainments Act, Common Gaming Houses Act, Maintenance of Religious Harmony Act, Trade Marks Act and Official Secrets Act (see: <http://statutes.agc.gov.sg>);
- 2.3 **Billing Cycle:** means the period starting the 1st of each calendar month and ending on the last day of the same calendar month, in respect of which Circles shall provide to You with a statement of outstanding Charges for that calendar month (other than the 1st Billing Cycle which starts on the day You sign up for Services and ends on the last day of the same calendar month);
- 2.4 **Charges:** means any fees, price, rental, charges and expenses for or in respect of Services charged by Circles from time to time including but not limited to any fees, price, rental, charges or expenses (whether in advance or not) for equipment, software, access, connection, installation, maintenance, subscription, usage, government charges, third party charges, license fees and administrative charges;
- 2.5 **Circles:** means Liberty Wireless Pte, Ltd., a limited liability company incorporated under the laws of Singapore with registered company number 201411432K and with its registered address at 63 Alexandra Terrace, #06-18, Harbourlink Innohub, Singapore 119937;
- 2.6 **Circles App:** means the application created and managed by Circles or a Circles Group Company that allows You to manage the Services You are subscribed to;
- 2.7 **Circles Data Protection Policy:** means Circles' data protection policy applicable to all Services, found at <https://www.circles.life/sq/terms-conditions/>;

- 2.8 **Circles Group Company:** means Circles and any company that directly or indirectly controls, is controlled by, or is under common control with any subsidiary or holding company of Circles;
- 2.9 **Circles Website:** means <https://www.circles.life/sg/>;
- 2.10 **Communication:** has the meaning ascribed to it in Clause 20.1;
- 2.11 **Discounted Amount:** has the meaning ascribed to it in Clause 10.6;
- 2.12 **Do Not Call Registry:** means the 'do not call registry' maintained by the Personal Data Protection Commission, Singapore;
- 2.13 **Due Date:** has the meaning ascribed to it in Clause 8.8;
- 2.14 **Goods:** means any mobile phone handsets, computing devices (including but not limited to tablets), data devices, accessories or other equipment offered for sale directly by Circles or any Circles Group Company;
- 2.15 **GST or Goods and Services Tax:** means the prevailing tax chargeable under the Goods and Services Tax Act (Cap.117A) of Singapore;
- 2.16 **Losses:** has the meaning ascribed to it in Clause 16.5;
- 2.17 **Network Provider:** means the provider of the Network from time to time, including M1 Limited, a limited liability company incorporated under the laws of Singapore with registered company number 199206031W and its registered address at 10 International Business Park, Singapore 609928;
- 2.18 **Network:** means all networks maintained and operated by a mobile network operator under the Regulatory Authority leased to and/or licensed to Circles, which is used by Circles for the provision of Services to You;
- 2.19 **Option:** has the meaning ascribed to it in Clause 13.1;
- 2.20 **Payment Method:** has the meaning ascribed to it in Clause 8.11;
- 2.21 **Reduced Amount:** has the meaning ascribed to it in Clause 10.7;
- 2.22 **Regulatory Authority:** means the Infocomm Media Development Authority of Singapore;
- 2.23 **Replacement:** has the meaning ascribed to it in Clause 10.5;
- 2.24 **Security Information:** has the meaning ascribed to it in Clause 6.1;
- 2.25 **Services:** means such services, products, facilities, equipment and software as provided to You under the Agreement, and may include services provided by third parties which Circles is billing on behalf of;
- 2.26 **SIAC:** has the meaning ascribed to it in Clause 21.2.2;
- 2.27 **SIAC Rules:** has the meaning ascribed to it in Clause 21.2.2;
- 2.28 **Support Services:** means all forms of customer support provided by Circles, including without limitation, via email, customer service hotlines, live chat or social media;
- 2.29 **Take-down Notice:** has the meaning ascribed to it in Clause 7.1;
- 2.30 **Taxes:** means any stamp duty, value-added, GST (or equivalent goods and services taxes in other jurisdictions) or similar taxes or duties and government charges;
- 2.31 **Terms:** means these General Terms and Conditions as amended from time to time; and

2.32 **You, Your, or Yourself:** means the counterparty to the Agreement, being a subscriber to Services.

3. ELIGIBILITY

- 3.1 Unless deemed otherwise by Circles (at its sole discretion), You are eligible for its Services only if You are an individual of at least 18 years of age or a duly incorporated corporation under the Singapore Companies Act 1967. If Circles agrees to provide Services to a minor (i.e. individuals under 18 years old), Circles may require a guarantor of such customer's obligations under the relevant Agreement.
- 3.2 You may hold a maximum of 10 unique mobile phone numbers. If You have more than 10 unique mobile phone numbers at any one time, and You wish to renew, port, or transfer a new phone number to Circles, Circles may require You to terminate or transfer an existing mobile phone number, such that You do not hold more than 10 unique mobile phone numbers with Circles at any time. This limit does not apply to corporate subscribers, corporate individual scheme subscribers, data-only SIM cards, and SIM cards for ancillary devices (e.g. smartwatches, fitness trackers, etc.).
- 3.3 Circles may invite people to sign up for Services prior to commercial launch as part of a trial process and as selected by Circles in its sole discretion. Such trials may include special promotions for a limited time as determined by Circles. Circles cannot guarantee the quality of the experience for the trial users.
- 3.4 We reserve the right to accept or refuse any application for our Services at our sole discretion, at any time, and for any reason without providing an explanation to the applicant, including but not limited to, a failure to satisfy any verification measures, credit assessment, having an excessive number of unique phone numbers registered to You.

4. PROMOTIONS AND WAIVERS

- 4.1 From time to time, Circles may run promotions for its Services and offer You waivers, discounts and/or credits. Such promotions may be subject to any terms and conditions and/or eligibility criteria at Circles' sole discretion, which shall take precedence over these Terms in the event of any inconsistency.
- 4.2 Any promotions may only be redeemed once per account and may not be used in conjunction with any other offers, privileges or promotions from Circles. Any waivers, discounts or credits are not transferable and cannot be exchanged for cash.
- 4.3 Circles reserves the absolute right to withdraw, amend and/or alter the terms and conditions of any promotions without giving any prior notice.
- 4.4 In the event that Circles determines in its sole discretion that any promotions have been wrongfully redeemed or abused by You, Circles reserves the right to claw back any such waivers, discounts or credits previously applied.

5. SERVICES AND DELIVERY

- 5.1 The provision of, and Your use of, our Services are subject to the Agreement.
- 5.2 Circles reserves the right to withdraw any Services at any time and/or remove or edit any content provided on the Circles Website or the Circles App at any time. Circles will not be liable to you or any other third party for or in connection with the withdrawal of any Services from the Circles Website or the Circles App. If we cancel your order due to the withdrawal of any Services and you have already made payment, we will refund the full amount paid by you.

- 5.3 Under Clause 21.5, Circles may migrate You to an alternative Service by giving You reasonable prior notice. If You are not satisfied with the alternative Services offered, You may terminate such Services in accordance with the Agreement without payment of any early termination charges.
- 5.4 Delivery costs may be charged and will be clearly displayed and included in Your first bill, if applicable.
- 5.5 Delivery shall only be made to Your delivery address as provided to Circles during Your order for Services, or as agreed with Circles in writing prior to delivery. Delivery may be handled by a third-party distributor, delivery and/or warehousing service provider. Circles or its delivery partner may require You to provide valid photo identification to receive delivery. If You will not be around to receive delivery, you can authorise someone else to collect on your behalf. They will need to present (a) Your original valid photo identification and signed letter of authorisation and (b) their original valid photo identification to Circles or its delivery partner.
- 5.6 Circles is not liable for any losses, liability, costs, damages, charges or expenses incurred by You arising out of any issues with delivery, including but not limited to late delivery or missed delivery.
- 5.7 If You requested for one or more redelivery attempts after the failure of the first delivery attempt of any SIM card or Goods, (i) if such additional delivery request is solely due to a delivery failure by Circles or its delivery partner, Circles will not charge a re-delivery fee; (ii) if such additional delivery request is not solely due to a failure by Circles or its delivery partner, You may be liable for a re-delivery fee.

6. ACCOUNT REGISTRATION AND SECURITY

- 6.1 In accessing and/or using the Services, You may be required to register an account. You are responsible for the security of Your account information, including without limitation Your username, passwords and/or one-time passwords (collectively “**Security Information**”) which have been issued by Circles to You or determined by You. You must take all appropriate measures (including but not limited to changing the Security Information from time to time) to ensure the security and confidentiality of the Security Information. In the event of any compromise in Security Information, You must inform us immediately and change the compromised Security Information. At our request, You agree to make a police report and provide any other information relating to any compromise in the security of Your username and/or password as we may require.
- 6.2 You shall be responsible for all consequences arising from any unauthorised or fraudulent use of the Services or access to Your accounts until such time as you request that Circles disables access to Your accounts and/or the Services and access to Your accounts and/or the Services is subsequently disabled by Circles. Circles reserves the right (such right to be exercised reasonably) to refuse, change or remove the Security Information and Circles will notify You in the event of such refusal, change or removal.
- 6.3 Circles may need to verify the accuracy of the information You have submitted (including performing cross-tabulations with external databases and information) and You agree to its verification of such information. Although Circles will, where necessary, employ reasonable user authentication measures to identify You in its dealings with You, You acknowledge that such measures may not be foolproof and accordingly, Circles will not be responsible for any disclosure of Your account information to any person as a result of any illegal, improper, unlawful or fraudulent activity, or arising from any false pretence employed on Circles.
- 6.4 Circles may, with or without notice to You, without any liability to You or any third party:
- 6.4.1 do certain things which may affect all or a part of the Services, including interrupting or suspending any part or all of the Services for operational reasons or because of an emergency. Circles will try to restore the affected Services as quickly as reasonably practicable and by such means as Circles deems appropriate;
 - 6.4.2 carry out any search or scan of Your data for such maintenance, security or policing purposes as Circles deems appropriate;

- 6.4.3 carry out Network or infrastructure management and maintenance, which may affect all or any part of the Services;
- 6.4.4 manage and control access to the Network, Circles App and the Services, notwithstanding that such access is a requirement or constitutes part of the Services; and/or
- 6.4.5 manage and control access to any data stored by You, Circles or any third party whether belonging to, provided, or stored by You or otherwise, notwithstanding that such access and storage of such data may be a regulatory requirement or constitutes part of the Services.

7. INAPPROPRIATE OR INFRINGING CONTENT AND THIRD-PARTY CONTENT AND HYPERLINKS

- 7.1 Circles may in appropriate circumstances and in its absolute discretion and without notice to You, remove or disable access to any material or content, including, but not limited to where Circles has reasonable grounds to believe that such material or content is or may be infringing the intellectual property rights of Circles or any third party, or where Circles has received or may receive a written notice from or on behalf of any third party copyright owner alleging that such material or content is or may be infringing the intellectual property rights of a third party (whether or not in the form prescribed by any Applicable Laws, a **“Take-down Notice”**). Circles also reserves the right to terminate, temporarily disable or disconnect Your account and/or the Services without prior notice to You in such circumstances until the matter is satisfactorily resolved.
- 7.2 Where any material or content made available by You is removed or disabled by Circles, Circles will expeditiously take reasonable steps to notify You after the removal or disabling of access to such material or content, and where such removal or disabling is done in reliance of a Take-down Notice, Circles will provide You with a copy of the Take-down Notice. If You disagree with Circles’ actions, You may send a counter-notice to Circles. Upon receipt of such counter-notice, Circles will, if it deems appropriate in its sole discretion, take such reasonable steps to restore or enable access to such material or content as it determines and always only to the extent it is technically and practically feasible to do so, and shall do so within any time period stipulated in Applicable Laws (if any). If court proceedings are commenced by a copyright owner or under the owner’s authority to prevent the restoration, or enabling of access to such material or content and Circles is informed in writing of such court proceedings, Circles shall be under no obligation to restore or enable access to such material or content.
- 7.3 You acknowledge that Circles shall have the right (but not the obligation) to monitor any transmissions via its Services and You agree that Circles may, at its sole discretion, delete, modify, or deny access to any content transmitted via its Services in the event that such content is found to be indecent, defamatory, objectionable, offensive, in violation of any Applicable Laws or may be an infringement of a third party’s intellectual property rights.
- 7.4 You acknowledge that Your access and/or use of Services, the Circles App and/or the Circles Website may also include hyperlinks to third parties’ websites that are owned or operated by third parties. Such third-party websites are not within Circles’ ability to monitor and are not under Circles’ control. Circles cannot accept responsibility for the contents of or the consequences of accessing any such third party websites or any link contained in such websites. Hyperlinks are provided only as a form of convenience and these hyperlinks are at your sole risk. You further agree that Your access to and/or use of such third-party websites is subject to any terms and conditions of access and/or use of such third-party websites as may be applicable. You acknowledge that Your access and/or use of any third-party services and content is at Your sole risk.
- 7.5 Except where expressly stated to the contrary, all persons (including their names and images), third party trademarks and images of third party products, services and/or locations featured on the Circles Website are in no way associated, linked or affiliated with Circles or any Circles Group Company and you should not rely on the existence of such a connection or affiliation. Any third party trademarks or names featured on the

Circles Website, the Circles App or any Circles social media channels are owned by the respective trademark owners. Where a third party trademark or brand name is referred to, it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Circles or any Circles Group Company.

8. PAYMENT AND CHARGES FOR SERVICES

- 8.1 All prices are inclusive of the prevailing GST rate and are in Singapore dollars unless otherwise expressly stated.
- 8.2 Under Clause 21.5, Circles may at any time, amend, revise, vary or supplement any Charges, tariffs and/or price plans by giving You reasonable prior notice. Any such change shall take effect from no earlier than the date of notification to You. If You do not agree to any pricing amendment, You may terminate such Services in accordance with the Agreement without payment of any early termination charges.
- 8.3 Whilst Circles always uses best efforts to ensure that all details, descriptions and prices which appear on the Circles Website, the Circles App or in the Agreement are accurate, there may be errors. If Circles discovers an error in the Charges of any Service You ordered, Circles will inform You as soon as possible and give You an option to either (i) reconfirm Your order for the Services at the correct price or (ii) cancel Your order for the Services. If Circles is unable to contact You, we will treat Your order as cancelled.
- 8.4 Circles shall bill You monthly at the end of each Billing Cycle (if applicable) or more frequently if Your usage exceeds, or is likely to exceed, Your credit limit.
- 8.5 Circles does not store any personal card details. If You update a credit or debit card used for recurring Charges, Circles shall charge against the newly added credit or debit card and not the old credit or debit card. In the absence of fraud or manifest error, all Circles' records concerning Your Charges are conclusive evidence of the accuracy and completeness of Your Charges.
- 8.6 Your bill will reflect the Charges based on the Services provided to You. Circles may, at its discretion, authorize any other Circles Group Company to issue bills and collect Charges on its behalf. You shall be solely liable and shall pay and indemnify Circles in respect of all applicable Taxes applicable to the Services.
- 8.7 You will only be charged for the Services that You have subscribed to, ordered, used or as stipulated in accordance with the Agreement. You must specify which Services under Your bill You are making payment for if You have subscribed to more than one of the Services. In the event You do not identify the Services for which payment has been made, Circles reserves the right to allocate or apply any payment You make towards any outstanding amount for any Services in such manner, priority, order and proportion, as Circles deems appropriate.
- 8.8 Your Charges are due on the due date as stated in Your bill ("**Due Date**"). You are required to pay the bill by the Due Date. If You choose to contest any Charges that You have paid, You have sixty (60) days to do so from the date on which the Charges were paid. An administrative charge may be imposed for retrieving any records in relation to any disputed Charges. Your notification to Circles of a dispute or contest of any Charges should include (i) the reason why You are disputing the relevant Charges and (ii) the amount in dispute. Circles shall respond to You in writing within thirty (30) days from the date Circles receives Your notification of a dispute related to Charges. Upon the resolution of the dispute being in Circles' favour, You shall pay the disputed amount immediately. In such cases, Circles may claim from You any legal costs, interest and collection expenses incurred by Circles. In the event the parties are unable to resolve the dispute between themselves, they shall finally resolve the dispute through one of the dispute resolution means stated in Clause 21.2 in these Terms.
- 8.9 If You have more than one account with Circles, Circles may adjust the Charges associated with one account to settle any outstanding Charges associated with Your other account(s). In the event of non-payment of any

unpaid or outstanding Charges, Circles reserves the right to undertake legal action to recover said Charges. You will be liable for legal costs on a full indemnity basis incurred should Circles claim against any unpaid or outstanding Charges, or where Circles are entitled to legal costs under the Agreement.

- 8.10 You will receive, through email, a final warning for non-payment of Charges overdue by more than three (3) months, following which the matter may be forwarded to a law firm or debt collection agency. A letter of demand may be issued by the law firm or debt collection agency, demanding full payment of outstanding Charges and legal costs. Upon receiving this letter, You will be granted seven (7) days to make full payment of the relevant Charges before Circles commences legal proceedings to recover all outstanding Charges and any additional legal costs thereby incurred.
- 8.11 You may pay for the Services via credit card, debit card, or any other payment method prescribed by Circles in its sole discretion and notified to You, and You agree that any billing terms and conditions for your chosen payment method form part of the Agreement (collectively, "**Payment Methods**"). If payment by credit card is chosen as your Payment Method, Circles is not responsible for any installment payment arrangement that shall be solely managed between you and your credit card company and may be different from the amount charged under any bill issued by Circles.
- 8.12 You must inform Circles immediately in writing if Your credit card or debit card is lost, stolen, expired or terminated, or if You intend to terminate payment via credit card or debit card. The termination of Your Payment Method will only be effected in the next Billing Cycle and You may be required to make interim payment through an alternative Payment Method.
- 8.13 It is Your responsibility to ensure that You keep Circles updated in the event of any material changes to Your details that You may have provided to Circles for Your Payment Method. Circles will not be liable to You in any way if Circles is unable to make the deduction or settlement with Your bank, credit/debit card company or any applicable financial institution, and You must make the requisite arrangements for the payment of outstanding Charges immediately through an alternative Payment Method, together with any applicable administrative fees and/or processing fee for the failed transaction (including any Taxes). Circles may apply a credit limit for Charges incurred under any of Your accounts. Services may be suspended in the case of non-payment or if this limit is exceeded.
- 8.14 If You use the services of a third-party through Circles, You will be billed at that third-party's applicable rates and charges. We may bill You directly for Your use of the services of a third-party, acting in our capacity as that third-party's billing agent only.
- 8.15 In the event of any overpayment by You, such overpaid amount may be credited (without interest) to Your account and used to offset Your next bill.
- 8.16 You may request for additions, top ups, add-ons and other customisations and/or changes to Your plan, provided that such requests will not be binding until Circles has accepted such requests and provided You with confirmation of the same. You acknowledge and agree that any additions, top-ups, add-ons and other customisations and/or changes to Your plan which have been accepted and confirmed by Circles shall only take effect on the next billing period.

9. SUSPENSION AND TERMINATION OF SERVICES

- 9.1 All our SIM cards (both physical SIM cards and eSIM cards) must be activated within fourteen (14) days from the date of Your purchase. After fourteen (14) days Your SIM cards may no longer be valid for activation and You may have to reorder a new SIM card through the Circles Website or the Circles App.
- 9.2 Without prior written notice and to the fullest extent permissible under Applicable Laws, Circles has the sole discretion to terminate the Agreement and/or disconnect the Services for such period as Circles considers appropriate in the event of the following:

- 9.2.1 if You have created or are likely to create imminent harm to the Network (including but not limited to its interruption, disruption or congestion) or You use, allow the use, or You are likely to use or allow the use of the Services fraudulently or dishonestly;
 - 9.2.2 a government authority requests Circles to do so, whether for reason of illegal or improper activity by You or otherwise;
 - 9.2.3 if You are deceased or found to be mentally incapable;
 - 9.2.4 if You are a corporation and cease to carry on business;
 - 9.2.5 if You use, allow the use, or intend on using the Services to commit infringement of copyright in any material on or using the Network;
 - 9.2.6 You fail to pay any Charges that are due and if You have more than one account with Circles, Circles has the right to terminate any or all of Your accounts if one falls in arrears;
 - 9.2.7 Circles reasonably believes that there has been an unusually high usage of the Service(s) by You;
 - 9.2.8 You exceed the usage limit imposed by the specific terms and conditions relating to the use of the Service(s);
 - 9.2.9 If You breach a term of the Agreement that is deemed to be material by Circles (in Circles' sole discretion);
 - 9.2.10 If an intervening event prevents the supply of Services in accordance with the Agreement for more than seven (7) days;
 - 9.2.11 if You become or threaten to become bankrupt or insolvent;
 - 9.2.12 if a petition is presented for the winding up, appointment of a receiver or a judicial manager over Your assets;
 - 9.2.13 if You enter into either voluntary or compulsory liquidation with Your creditors;
 - 9.2.14 if You tamper, copy or allow any person to tamper or copy the pre-programmed data of any SIM card;
 - 9.2.15 if Your Charges exceed the credit limit specified by Circles;
 - 9.2.16 if any of the information provided to Circles or specified by You in the Agreement is found to be false or materially incorrect;
 - 9.2.17 if Circles is permitted to do so under Applicable Laws, including without limitation, in the event Circles discontinues its operations or any of its Services; and
 - 9.2.18 if Circles considers You a credit risk (in Circles' sole discretion).
- 9.3 If Circles wishes to terminate the Agreement or disconnect the Services under Clause 9.2 above, Circles shall, where permitted by Applicable Laws and reasonably possible, give You advance notice and an explanation of the potential suspension or termination. Where any Services have been suspended or terminated, all related services and/or services which are provided through the suspended or terminated Services may also be suspended or terminated. You may request Circles reinstate the terminated or suspended Services to You, provided You have rectified the breach and informed Circles accordingly. Circles may, at its own discretion and subject to any terms which Circles may impose and You agree to, reinstate

any Services which have been suspended or terminated. In the event suspended or terminated Services are reconnected, You shall be liable in respect of any reconnection fees that may be imposed by Circles.

- 9.4 During any Service suspension or termination period (whether or not at Your request), You shall, subject to Applicable Laws, continue to fulfil and remain liable for Your obligations under the Agreement, including the obligation to pay all applicable Charges for the period during which such Service is suspended or during any termination period. Circles reserves the right to terminate any suspended Service if the suspension period is more than seven (7) days. Where waivers, discounts and credit are applied to Your Services and such waiver, discount or credits are applied to Your bill in the following Billing Cycle, if Your Services have been terminated or suspended for any reason, such waiver, discount or credit shall be lost and forfeit and shall not be applied to Your bill in the final Billing Cycle. You will also not be entitled to any credit or refund for the loss of any such waiver, discount or credit.
- 9.5 If You no longer wish to receive Circles' Services, You may initiate a termination request. For You to be eligible to initiate a termination request, You must (unless Circles otherwise agrees):
- 9.5.1 have been a customer for at least two (2) Billing Cycles;
 - 9.5.2 not be bound by a contractual minimum term under Your Agreement with Circles; and
 - 9.5.3 not have any outstanding Charges with Circles at the time of the termination request.
- 9.6 Subject to the requirements in Clause 9.5 above, You may raise a termination request through Support Services at any time (via 'live chat' or other available method). Termination requests received before midday (12pm) Singapore Standard Time on the last day of a calendar month shall be processed during that calendar month, with an effective date of termination of the end of the same calendar month. For requests made after midday (12pm) Singapore Standard Time on the last day of a calendar month, the termination process will be initiated in the following calendar month, with an effective date of termination of the end of the following calendar month. The minimum term of Services is two (2) Billing Cycles. Any request of the Customer for termination of Services during the first two Billing Cycles shall be effective at the end of the second (2nd) Billing Cycle. In the event You or Circles terminates the Services or 'ports out' before the end of a calendar month, You will be obligated to pay the applicable Charges for the remainder of the calendar month in which the Services were terminated. Circles reserves the right to not proceed with the termination of the Agreement if You have any outstanding payments at the date of the request for termination. In such an event, a new termination request must be submitted by You once all outstanding payments are paid in full. In the event of a request for termination is made by You after registering for the Services and before the delivery of the SIM card (applicable to mobile services), any applicable registration fees associated with the Services (typically paid at the time of ordering a SIM card on the Circles Website or the Circles App) shall not be refunded to You. You may choose to cancel a termination request anytime before midday (12pm) Singapore Standard Time on the last day of the calendar month in which the request was made.
- 9.7 In the event that You choose to temporarily suspend the Services, You may send a suspension request. For You to be eligible to suspend the Services, You must (unless Circles otherwise agrees):
- 9.7.1 have completed any minimum term of Service (and not less than two (2) Billing Cycles); and
 - 9.7.2 not have any outstanding Charges with Circles at the time of the suspension request.
- 9.8 Subject to the requirements in Clause 9.7 above, You may send Circles a suspension request at any time. Suspension requests received before 3 pm (Singapore Standard Time) at least two (2) days prior to the last day of the calendar month shall be processed during that calendar month, with an effective date of suspension of the end of the same calendar month. For requests made after such time, the suspension request will be initiated in the following calendar month, with an effective date of suspension of the end of the following calendar month. Applicable Charges will apply during any suspension period. Such applicable Charges may be revised by Circles without prior notice. The maximum duration of suspension is 12 months. To request termination of the suspended Services, You must reactivate the Services first and make a request

for termination and any such request for termination will be initiated in the following calendar month in which the request was made. Circles reserves the right to not proceed with a suspension of the Services if You have any outstanding payments at the date of the request for suspension.

- 9.9 Termination by either party will be without prejudice to any then-existing rights and/or claims that Circles may have against You, and You will still be required to fulfil due obligations including but not limited to, payment of all outstanding Charges, administrative and legal charges and any applicable prescribed early termination Charges, prior to the date of termination.
- 9.10 To cancel any order You have placed on the Circles Website or the Circles App, You must reach out to Support Services or the order will be processed as usual. If Your order includes a delivery of physical goods (e.g. SIM card) to You and the physical goods have been shipped, You may cancel the order by (i) first refusing to accept the delivery and (ii) once the delivery has been marked unsuccessful, reaching out to Support Services to formally cancel the order. In the event of an order cancellation by You, any registration fees associated with the order (typically paid at the time of the order on the Circles Website or the Circles App) shall not be refunded to You. Circles reserves the right to claim losses and damages and/or any other rights and reliefs as may be available at law or in equity related to the cancellation of an order.
- 9.11 You may apply for a suspension of Service(s) for suspected fraudulent activity related to Your account via the Circles App. Doing so will result in the suspension of Your account of all incoming and outgoing activities on the requested line, usually within 3 hours. To lift the suspension and resume Service(s), You must contact Support Services within 72 hours from the time of their application to suspend the Service(s). Failure to do so will result in the complete termination of Your account that is attached to the suspended Service(s) and if applicable, the loss of ownership of Your phone number. Circles shall not be liable for any losses incurred due to Your suspension and termination of the account carried out in accordance with this process.

10. GOODS AND SPECIFIC PROVISIONS WITH RESPECT TO THE SALE AND SUPPLY OF GOODS ACT

- 10.1 You shall:
- 10.1.1 be responsible for the safe, legal and authorised use of Goods purchased from Circles or any Circles Group Company and ensure that, to the extent You use or access the Services using devices or equipment which is not provided by Circles or a Circles Group Company, You shall ensure such devices and equipment are approved by the relevant regulatory authority and meet the relevant standards;
 - 10.1.2 promptly comply with all instructions, notices or directions issued by Circles or the Regulatory Authority in respect of the use or operation of the purchased Goods;
 - 10.1.3 not use or permit the use of the purchased Goods in contravention of any Applicable Laws, the Agreement or in any manner or in connection with or for the purposes of any activities which would or may cause any irritation, annoyance, embarrassment, harassment, disturbance or nuisance of any kind whatsoever to or otherwise be prejudicial to the interests of any person (including any Circles Group Company) or which would disrupt the provision or operation of any telecommunications service or broadcasting service; and
 - 10.1.4 be responsible for ensuring any Goods purchased are suitable and compatible for Your purposes and receipt of the Services You subscribe to.

- 10.2 Circles may sell Goods to You under a separate agreement and subject to the terms and conditions of that agreement. In addition to such terms, the sale of any Goods is subject to stock availability and in accordance with the sales and promotions made available by Circles from time to time. Unless specifically agreed in writing, any defects, faults or failure in or of any Goods sold to You will be covered under the relevant manufacturer's warranty only (if applicable), and Your sole and exclusive remedy for such defects shall be according to the terms of the manufacturer's warranty. If You make any claim under the manufacturer's warranty for any Goods, You may be required to provide original proof of purchase of the Goods from Circles. All implied or statutory warranties and all other warranties implied by law related to Goods purchased from or through Circles or any Circles Group Company as to merchantability, quality or fitness for a particular purpose, or otherwise arising from the course of dealing or usage of trade or any other express or implied warranties or representations are excluded.
- 10.3 All payment for the purchase of Goods must be made by You upon ordering unless otherwise agreed by Circles. To the fullest extent permitted by Applicable Laws, all Goods are sold on an as-is and as-available basis without warranties of any kind whatsoever, whether statutory, express or implied, including but not limited to warranties of merchantability, satisfactory quality or fitness for a particular purpose and You confirm that You have examined the Goods and that such Goods are free of any external or other defects (including but not limited to scratches and dents) which would be apparent to You upon reasonable examination. The images and details of the Goods may differ slightly from the actual Goods you receive.
- 10.4 Without affecting the generality of the aforesaid provisions, You have the option to claim directly for defects to the Goods against the manufacturer of such Goods under the manufacturer's standard warranties. Although Circles makes no representations with respect to the manufacturer's warranties, Your direct claim on the manufacturer's warranties is likely to facilitate the resolution of such defects on an expedited basis.
- 10.5 In the event Applicable Laws compel Circles to provide You with replacement Goods ("**Replacement**"), You acknowledge and agree that such Replacement shall be either the same (or equivalent) make and model as determined or provided by the manufacturer for such purpose of the Replacement in accordance with the manufacturer's policies and accordingly such Replacement may not be new or in such condition as agreed between Circles and You. Circles reserves the right to consider the wear and tear of the Goods returned to Circles in considering the type of Replacement for You. For the avoidance of doubt, any benefit of time to You under Applicable Laws that do not require You to strictly prove the defect in the Goods, shall not be renewed or extended upon the delivery of the Replacement to You.
- 10.6 Circles may offer You the option of a discount on the amount that You have paid, if any, for any defective Goods which cannot be repaired or replaced, and the amount of the discount shall take into account Your use of the Goods and the proven defect ("**Discounted Amount**"). You shall retain the defective Goods in exchange for the Discounted Amount. You agree that the Discounted Amount shall be determined by Circles at Circles' sole discretion.
- 10.7 In the event Applicable Laws compel Circles to provide You with the remedy of a rescission of the Agreement between Circles and You with respect to Your purchased Goods and a refund of monies thereof, You agree and acknowledge that such refund shall be limited to the amount that You have paid, if any, for the purchased Goods and if any amount is refundable under Applicable Laws, the amount of the refund will be reduced to take into account Your use of the purchased Goods ("**Reduced Amount**"). For this purpose, You agree that the Reduced Amount shall be determined by Circles at its discretion. In the event of such rescission, You shall, at the request of Circles, return the purchased Goods to Circles. The Goods and the resale value of returned Goods, if any, shall belong to Circles. Your rescission of the Agreement between Circles and You under this Clause shall not, unless otherwise agreed by Circles, affect any other agreement for Services or sale and supply of Goods that You may have with Circles or any Circles Group Company.
- 10.8 Save as otherwise provided under Applicable Laws, Circles' entire liability in contract, tort (including negligence or breach of statutory duty) or otherwise to You and anyone who uses the Goods (except for death or personal injury caused by its negligence) shall be limited to the amount which was paid by You for the Goods.

10.9 All Goods purchased by You shall not be exported or offered for sale in any way outside of Singapore.

11. YOUR RESPONSIBILITIES

11.1 You are responsible and required to:

- 11.1.1 comply with the terms of the Agreement and all Applicable Laws;
- 11.1.2 comply with the Internet Code of Practice, any regulations, guidelines, instructions, etc., in whatsoever form that the Regulatory Authority may issue from time to time relating to the Services or otherwise;
- 11.1.3 comply with all instructions, notices or directions issued by Circles;
- 11.1.4 be responsible for the use of the Services under Your accounts (including by users of the accounts whether authorised or unauthorised) unless You notify Circles of unauthorised access to Your account and access to the Services and/or account is disabled at Your request;
- 11.1.5 use the Services for lawful purposes only and in accordance with the Agreement, any other applicable terms and conditions and Applicable Laws;
- 11.1.6 use the Services in an ethical, appropriate and responsible manner;
- 11.1.7 respect the privacy of other customers;
- 11.1.8 engage with Circles and each Circles Group Company (including their respective employees and agents) in a courteous, cordial and respectful manner at all times;
- 11.1.9 be solely responsible for all content which You transmit or make available via the Services, on the Circles App or on the Circles Website; and
- 11.1.10 ensure that all information (including but not limited to Your personal data) provided to Circles is accurate, complete and updated in all respects, and promptly inform Circles of any changes to such information.

11.2 You shall not allow the Services (whether wholly or in part):

- 11.2.1 to be resold, distributed, provided, sub-licensed or otherwise offered in any manner whatsoever, to any third party whether for profit or not, without Circles' prior written approval;
- 11.2.2 to be modified, altered or otherwise tampered with, without Circles' prior written approval;
- 11.2.3 to be used for any fraudulent, illegal or improper purposes or to violate any person's rights or in any way which may affect another users' enjoyment or access to any Services or cause irritation, annoyance, disturbance, embarrassment, nuisance, harassment, inconvenience or anxiety to anyone;
- 11.2.4 to be abused or used to violate any other person's rights, or interfere with another person's use of the Services, including the transmission of any content which contains viruses, worms, time bombs, trojan horses, or any other harmful, destructive or adverse component or programming routine that may interrupt, disrupt, congest, adversely impact or harm the Network, the Services, or the systems or networks of other persons;
- 11.2.5 to collect and/or disseminate information about others (including but not limited to their email addresses) without their consent;

- 11.2.6 to be used to transmit or post any message or content which may be inappropriate, profane, defamatory, abusive, threatening, obscene, misleading or otherwise illegal, unlawful or improper, or is offensive in any way;
- 11.2.7 to be used to copy, upload, post, publish, transmit, reproduce or distribute in any way or manner whatsoever, information, software or other material which is protected by copyright or other proprietary or intellectual property right or derivative works with respect thereto, without obtaining permission of the copyright owner or rights holder;
- 11.2.8 to be used in any manner which may constitute an infringement, violation, or misappropriation of the rights of any person or entity (including but not limited to intellectual property rights and rights of confidentiality) or a violation or infringement of any statutory duty or obligation or any duty or obligation in contract, tort or otherwise, to any third party;
- 11.2.9 to make or attempt any illegal or unauthorised access to any part or component to the Circles Website, the Circles App, the Services, the Network or any third party equipment, accounts, systems or networks which You may be able to access or connect to whether directly or indirectly to carry out any activity which may be used as a precursor to an attempted system penetration (i.e. port, stealth, security or penetration scans or other information gathering activity) on Circles or its service providers' servers or networks;
- 11.2.10 to be used for any activity which would or is likely to generate Network traffic in excess of reasonable and normal usage;
- 11.2.11 to be used to send, transmit, distribute, or broadcast any bulk emails or spam unless otherwise permitted under Applicable Laws, or to transmit, distribute or broadcast any commercial advertisements or marketing messages in a significant or voluminous manner, without Circles' prior written approval;
- 11.2.12 to be used to propagate or knowingly reply to spam or collect responses from spam;
- 11.2.13 to be used to post a message or multiple messages (i) to an unreasonable number of servers or forums on a server; (ii) to any server in an unreasonable number or (iii) to any server after a request to cease posting is made by any administrator or moderator or such person in charge of reviewing postings;
- 11.2.14 to be exploited due to bugs and/or glitches in Circles' systems (including but not limited to Circles App and backend systems), whether or not used to provide You with the Services);
- 11.2.15 to be used for any purpose that is against public interest, public order, national harmony or offends against good taste or decency;
- 11.2.16 to be used to publish or communicate material that is obscene, pornographic, inflammatory, harassing, threatening, tortious, abusive, harmful to minors, defamatory, libelous or otherwise objectionable or offensive;
- 11.2.17 to be used to forge, remove or modify identifying network header information or employing any other method that may mislead any person or dishonestly disguising any user name or the source or quantity of transmissions;
- 11.2.18 to be used or store any bots on any servers;
- 11.2.19 to be used to violate the rules, regulations and policies applicable to any mobile operator, service provider, content provider, network, server, computer database, website or newsgroup accessed;

- 11.2.20 to carry out any other activities which we consider to be actually or potentially injurious to our other customers, or the operations or reputation of Circles or any Circles Group Company;
 - 11.2.21 to be used for any modification, tampering, destruction, damage or unauthorized connection to the Network or Circles' systems (including without limitation Circles Website and the Circles App), including without limitation any connections that cause or may cause an interruption in or congestion, disruption or degradation to the Network or Circles' systems or any third party's network and/or systems and/or the use of the Network or Circles' systems or any part thereof for any purpose other than for its provision of Services to You in accordance with the Agreement; ; or
 - 11.2.22 to be used in breach of any Applicable Laws.
- 11.3 When interacting with Support Services staff (whether electronically, over the phone, in person, or in any other manner) You shall always treat them with courtesy and respect, and You must not:
- 11.3.1 act unreasonably towards the Support Services staff;
 - 11.3.2 engage in any conduct which is offensive, aggressive, discriminatory, abusive, threatening or inappropriate towards any person;
 - 11.3.3 make persistent and unreasonable demands of the Support Services staff;
 - 11.3.4 harass or make threats (in any way and in any form) to the safety or wellbeing of any person;
 - 11.3.5 destroy or damage Circles' or Circles Group Company's property;
 - 11.3.6 engage in any actions or use any words (whether oral or written) that are verbally, physically, sexually or psychologically abusive; or
 - 11.3.7 comment on the physical, cultural, political, religious or sexual inclinations of any person.
- 11.4 You acknowledge and agree that the restrictions contained in this Clause 11 are considered reasonable and necessary for the operation, management and maintenance of the Network, Circles, and the Services.

12. CIRCLES WEBSITE, CIRCLES APP AND SOCIAL MEDIA CHANNELS CONTENT

- 12.1 All content included in or made available through the Circles Website, the Circles App or any Circles social media channels is the property of Circles (or a Circles Group Company) or our content suppliers and is protected by applicable copyright and intellectual property laws. All such rights are fully reserved by Circles, each Circles Group Company and their licensors. As such, You shall not reproduce, transmit, republish, upload, post, broadcast, adapt, distribute, display, licence and/or alter in whole or in part any of the foregoing without the prior written consent of Circles.
- 12.2 You agree to grant to Circles a non-exclusive, royalty free, worldwide, perpetual licence, with the right to sub-licence, reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including without limitation ideas contained therein for new or improved products and services) You submit to Circles (whether via the Circles Website, the Circles App or otherwise) by all means and in any media now known or hereafter developed. You also grant us the right at our sole discretion to use Your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotional materials related thereto. You agree that You shall have no recourse against Circles for any alleged or actual infringement or misappropriation of any proprietary right in Your communications to us. Except for any personal data which we have agreed to keep confidential, any feedback, data, answers, questions, comments, suggestions, plans, ideas or the like that

You send to us via the Circles website, the Circles App or otherwise, will be treated as being non-confidential and non-proprietary. We assume no obligation to protect such information from disclosure and will be free to reproduce, use and distribute the information to others without restriction. We will also be free to use any ideas, concepts, know-how or techniques contained in information that You send us for any purpose whatsoever including but not limited to developing, manufacturing and marketing products and services incorporating such information.

- 12.3 You may link to the Circles Website or the Circles App, provided you do so in a way that is fair and legal and does not damage our reputation, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website or social media channel that is not owned by you. We reserve the right to withdraw linking permission without notice.
- 12.4 You may download the Circles App to facilitate Circles' provision of Services to You. By downloading the Circles App, You agree to the following:
- 12.4.1 You undertake not to copy, reproduce, translate, adapt, vary or modify the Circles App;
 - 12.4.2 You may not use the Circles App for any commercial purposes whatsoever, including without limitation, reselling, or offering to resell, the Circles App or any of its content and/or Services to third parties without Circles' prior written consent;
 - 12.4.3 You shall not remove, circumvent, disable or otherwise interfere with security-related features of the Circles App;
 - 12.4.4 You undertake not to remove, add to, change or otherwise tamper with any copyright notice, legend or logo appearing in or to the Circles App;
 - 12.4.5 You acknowledge that any copyright, trademarks and other intellectual property rights subsisting in the Circles App and all documentation and manuals relating to the Circles App remain Circles' (or the relevant Circles Group Company's) property;
 - 12.4.6 Circles may modify, add, remove or cancel features in the Circles App at its sole and absolute discretion without any prior notice or liability to You;
 - 12.4.7 Circles may modify, remove, suspend or disable the Circles App or discontinue, withdraw or suspend any content and/or Services, or restrict, suspend, disable or terminate Your account without any prior notice or liability to You;
 - 12.4.8 the Circles App may include hyperlinks to websites that are owned or operated by third parties, which are not under Circles' control. Circles cannot, and will not, accept responsibility of the contents of or the consequences of accessing any such third party websites or any link contained in such websites. Hyperlinks are provided only as a form of convenience and hyperlinks found; and
 - 12.4.9 to the fullest extent permitted by law, Circles will not be liable to You for any direct, indirect, incidental, special, consequential or exemplary loss or damage whether in any case arising from or related to: (i) Your download, installation, access and use of, or inability to download, install, access or use, the Circles App; (ii) Your access, use and/or reliance on the content that is available and accessible on the Circles App; (iii) Your access, use and/or reliance on the Services through the Circles App and (iv) any other matter relating to the Circles App and any of the content and/or Services provided therein.
- 12.5 If the Circles App has been downloaded from Google Play, You agree to comply with any applicable terms and conditions of the same, as may be amended from time to time, including but not limited to the "Google Play Terms of Service" which can be found at <https://play.google.com/about/play-terms.html>. You also agree

that You will not use the Circles App in any way that would result in or cause the Circles App, Circles or any Circles Group Company to be in violation of any terms and conditions applicable to developers and applications on Google Play.

- 12.6 If the Circles App has been downloaded from the Apple Store or iTunes and used on an Apple iOS-powered device,
- 12.6.1 You agree to comply with any applicable terms and conditions of the same, as may be amended from time to time, including but not limited to the “Apple Media Services Terms and Conditions” which can be found at <http://www.apple.com/legal/internet-services/itunes/sg/terms.html>. You also agree that You will not use the Circles App in any way that would result in or cause the Circles App, Circles or any Circles Group Company to be in violation of any terms and conditions applicable to developers and applications on the Apple Store or iTunes.
 - 12.6.2 You acknowledge that these Terms are between you and Circles only, and not with Apple, Inc. and/or any of its local entities (collectively, “**Apple**”).
 - 12.6.3 Circles, and not Apple is solely responsible for the Circles App, and any content and/or Services provided. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to the same. To the maximum extent permitted by Applicable Laws, Apple will have no warranty obligation whatsoever with respect to the Circles App, any content and/or Services provided therein.
 - 12.6.4 You agree that Circles, and not Apple, is responsible for addressing any claims by You or any third-party relating to the Circles App, and any content and/or Services provided therein or Your possession and/or use of the same.
 - 12.6.5 You agree that Circles, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to the Circles App, and any of the content and/or Services provided therein or Your possession and use of the same.
 - 12.6.6 You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist supporting country and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
 - 12.6.7 You agree to comply with all applicable third-party terms of agreement when using the Circles App, and any content and/or Services provided therein; and
 - 12.6.8 You agree that Apple is a third-party beneficiary to these Terms as they relate to Your licence of the Circles App, and any content and/or Services provided therein. Upon Your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as they relate to your licence of the Circles App, and any of the content and/or Services provided therein as a third-party beneficiary thereof.
- 12.7 By accessing the Circles Website, You agree to the following:
- 12.7.1 You shall not remove, circumvent, disable or otherwise interfere with security-related features of the Circles Website;
 - 12.7.2 You undertake not to remove, add to, change or otherwise tamper with any copyright notice, legend or logo appearing in or to the Circles Website;

- 12.7.3 You acknowledge that any copyright, trademarks and other intellectual property rights subsisting in the Circles Website and all documentation and manuals relating to the Circles Website remain Circles' (or the relevant Circles Group Company's) property;
- 12.7.4 Circles may modify, remove, suspend or disable the Circles Website or discontinue, withdraw or suspend any content and/or Services, or restrict, suspend, disable or terminate Your account without any prior notice or liability to You; and
- 12.7.5 Circles uses web analytic tools such as cookies (which are small data files that are placed on Your computer by websites You visit) to automatically collect data when You visit the Circles Website, for example browser type information, IP address and hyperlinks You have clicked. You consent to our collection, use and disclosure of such data for the following purposes: (i) to improve the Circles Website to serve You better; (ii) for service / demographics profiling; (iii) for trend and marketing analysis and (iv) for such other purposes for which we have Your consent. If You disable the cookies, You acknowledge that your experience on the Circles Website may be impacted;
- 12.7.6 to the fullest extent permitted by law, Circles will not be liable to You for any direct, indirect, incidental, special, consequential or exemplary loss or damage whether in any case arising from or related to: (i) Your download, installation, access and use of, or inability to download, install, access or use, the Circles Website; (ii) Your access, use and/or reliance on the content that is available and accessible on the Circles Website; (iii) Your access, use and/or reliance on the Services through the Circles Website and (iv) any other matter relating to the Circles Website and any of the content and/or Services provided therein.

13. OPTION NOT TO RECEIVE INTERNATIONAL CALLS AND SMS

- 13.1 As part of the Services, we have implemented an option for You not to receive international incoming calls and SMS (the "**Option**"). If You choose not to activate this Option, you may receive scam calls and SMS from overseas numbers.
- 13.2 If You are a new customer, You will be presented with the choice to activate or deactivate this Option as part of the registration process before any payment is made. If you did not activate the Option at registration, you may still choose to do so in accordance with the steps set out in Clause 13.3 below.
- 13.3 If You are an existing customer, You may activate (and subsequently deactivate) the Option via the Circles App or contacting Support Services upon completion of an identity verification process.
- 13.4 If You activate or deactivate the Option, You will receive (i) a notification of Your decision via email and SMS and (ii) a second notification once the activation or deactivation has been effected. Any activation or deactivation of the Option will be effected within 24 hours.
- 13.5 If You have any questions, or face any issues with the Option, please contact Support Services.

14. INTELLECTUAL PROPERTY RIGHTS, SERVICE NUMBERS AND OTHER RIGHTS

- 14.1 You will not acquire any rights in any of Circles' intellectual property and all such intellectual property will remain at all times with Circles or its licensor(s). You will not use or permit the use of any intellectual property of Circles except for the purposes contemplated by the Services provided to You or as permitted by Circles in writing.

- 14.2 Notwithstanding any payment which may have been made by You for the duration of Your use of the Services, You acquire no ownership, rights to or interest in any mobile number. Circles reserves the right to terminate, change, re-assign or replace any mobile number at its discretion without being liable to You for any damages or losses suffered by You or any third party.

15. LIABILITY AND INDEMNITY

You shall indemnify Circles and each Circles Group Company, and their respective employees, shareholders, members, managers, officers, directors, contractors, representatives and agents against all claims that anyone threatens or makes against Circles or any Circles Group Company relating to Your use of the Services, or due to Your breach, negligence, act or omission. Without prejudice to the foregoing, You shall indemnify Circles and each Circles Group Company against any claims, demands, losses, damages, penalties or expenses (including legal fees) arising from, relating to and/or in connection with (i) Your use of the Goods and Services; (ii) the purchased Goods and Services or usage of the Circles App or the Circles Website; (iii) Your breach of any of the terms of the Agreement; and (iv) intellectual property infringement pertaining to Your use of the Services.

16. EXCLUSION AND LIMITATION OF LIABILITY OF CIRCLES

- 16.1 You acknowledge and agree that Circles has not represented or provided, and does not represent or provide, any warranties whatsoever with respect to the Services or Goods sold by Circles or any Circles Group Company. Without prejudice to the aforesaid, but for the avoidance of doubt, the Services are provided on an as-is and as-available basis and You accept that Your access or use of the Services and Goods are at Your own risk. The quality of Services provided may not be of a higher quality than the quality provided to Circles by its Network Provider and may be subject to disruption due to technical malfunctions, defects or problems by reason or in connection with the network provider for which Circles will endeavour to keep You informed as necessary.
- 16.2 To the fullest extent permissible under Applicable Laws, Circles has excluded and continues to exclude all statutory or tortious liability (save for death or personal injury arising out of negligence) and disclaims all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement. Without prejudice or limitation to the foregoing, Circles has not made, and makes no representation or warranty as to the sequence, accuracy, completeness, security, compatibility, timeliness, reliability, quality, suitability, originality or non-infringement of any Goods or Services, the Circles Website or the Circles App, and Circles has not represented or warranted, and does not represent or warrant, that the Services will be provided uninterrupted or be available at all times or free from defects, errors or viruses or that any identified defect can or will be corrected. To the extent Circles provides You with assistance in connection with any of the above, such assistance shall in no event be deemed an acknowledgement and/or acceptance of any liability on Circles' part.
- 16.3 Without affecting the generality of this Clause 16, Circles reserves the right to (i) impose traffic management policies in respect of the Services from time to time including but not limited to managing the speed of data transfer or data throughput, and/or (ii) suspend or disconnect any Services in whole or in part at any time by giving as much notice as is reasonably practicable if in Circles' reasonable opinion it is necessary to carry out any planned or unplanned maintenance, repair and/or upgrade of any part of the Network or the Services.
- 16.4 Further and in addition to the above, You accept that the actual data transfer speed (whether upload or download speeds) in respect of the Services where applicable, is dependent on factors beyond Circles' control, including without limitation the configuration and specifications of Your mobile device, type of data transferred and compliance of users with Circles' traffic management policies in respect thereof. For the avoidance of doubt, Circles has no control over content created or owned by third parties that You may

access or use via the Services and Circles does not guarantee the quality, reliability, integrity or legality of such content. No Circles Group Company shall be liable in any way for content created by or owned by third parties that You may access or use via the Services.

- 16.5 Without affecting the generality of the above, to the fullest extent allowed by Applicable Laws, in no event shall Circles or any Circles Group Company be liable for any indirect, incidental, special, punitive, economic or consequential damages, losses, costs or expenses or loss of revenue, profit, business opportunities, data, earnings or goodwill (whether direct or indirect) (collectively, "**Losses**") whether based on warranty, contract, tort including negligence, strict liability under statute or otherwise howsoever under any cause of action, and whether or not Circles or any Circles Group Company is advised of the possibility of such Losses suffered or incurred by You by reason of or in connection with the use of the Services, the Circles App and/or the Circles Website.
- 16.6 Notwithstanding the above, if for any reason Circles or any Circles Group Company cannot rely on the limitations of liability set out hereinabove, or is liable to You under other grounds (if any), and Circles' liability thereof is proven by You, the Circles Group Companies' maximum liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever under any cause of action, to You and anyone who uses the Services (except for death or personal injury to the extent required by Applicable Laws) shall be limited in aggregate for all Circles Group Companies together, to Singapore Dollars Five Thousand only (S\$5000) or the total of Your three (3) months' Charges preceding the event or series of events, whichever is lower. The maximum liability to You in every one-year period notwithstanding any number of events shall be limited to Singapore Dollars Five Thousand only (S\$5,000).
- 16.7 Any waivers offered to You by Circles are done so in its sole discretion and are out of goodwill.

17. CONCLUSIVENESS OF RECORDS

In the absence of fraud or manifest error, subject to Clause 8.8 above in relation to disputed bills, all Circles' records relating to the Services are conclusive evidence of the accuracy, completeness and truth of all matters stated in them.

18. PERSONAL DATA

- 18.1 Subject to Applicable Laws, You agree to the terms and conditions of the Circles Data Protection Policy concerning its collection, use and disclosure of Your personal data and other matters. Notwithstanding each party's rights pursuant to the preceding sentence, You hereby consent to the collection, use and/or disclosure of Your personal data for the following purposes, and/or such purposes as may be permitted by the Regulatory Authority pursuant to Applicable Laws:
- 18.1.1 planning, provisioning and billing for any Services;
 - 18.1.2 managing bad debt and preventing fraud relating to the provision of Services;
 - 18.1.3 facilitating interconnection and inter-operability between telecommunication licensees for the provision of Services;
 - 18.1.4 market research;
 - 18.1.5 sharing of rewards and benefits;
 - 18.1.6 security and risk management;
 - 18.1.7 providing assistance to any law enforcement, judicial or other government agencies; and/or

- 18.1.8 complying with any regulatory requirements imposed by the Regulatory Authority.
- 18.2 Notwithstanding the above, Circles and any Circles Group Company may continue to rely on any consent that You may have given to Circles and such Circles Group Company previously under any terms or conditions or otherwise to collect, use or disclose Your personal data for such purposes thereof unless You withdraw Your consent by contacting Support Services. Subject to Applicable Laws, You acknowledge that the provision of Services to You may involve the transfer of Your personal data out of Singapore. In such situations, the storage, treatment and transfer of such data may be subject to laws and regulations that are different from Applicable Laws. The provisions of this Clause 18 shall constitute Your consent to such data transfer for the purpose of the provisions of any Applicable Laws, unless otherwise notified in writing by You in accordance with the Circles Data Protection Policy or such other notification procedure determined by Circles and notified to you from time to time.
- 18.3 Where You are an association, partnership, firm, corporation, or in other situations, You or Your representative is responsible for the provision of information or data provided by You to Circles relating to any natural persons. You represent, warrant and undertake to Circles and each Circles Group Company that each natural person has consented to the collection, use and/or disclosure of their personal data by and on behalf of Circles and each Circles Group Company in accordance with each relevant Agreement and the Circles Data Protection Policy, and You further, on behalf of each such natural person affirmatively agree, consent to and authorise the collection, use and disclosure by and on behalf of Circles and each Circles Group Company of all such information and data, in such manner and for such purposes. Where the person who utilises the Services is a minor, the information or data relating to You and/or Your information may include personal data of that minor. In such event, each other person (excluding the minor) who applied for or subscribes for that Services or who is or was involved in such application or subscription in respect of that Services:
- 18.3.1 represents, warrants and undertakes to Circles and each Circles Group Company that the parent or other legal guardian of that minor has consented to the collection, use and disclosure of that minor's personal data by and on behalf of Circles in the manner and for the purposes set out in any relevant Agreement and the Circles Data Protection Policy;
- 18.3.2 on behalf of each such above-mentioned natural person and on their own behalf agrees, consents to and authorises the collection, use and disclosure by and on behalf of Circles and each Circles Group Company of all such information and data, in such manner and for such purposes; and
- 18.3.3 authorises any person with access to that Services, including the minor, to make changes, withdrawals, corrections or other adjustments to permitted purposes of use or any relevant information or data through any system or process which is or may be made available by or on behalf of Circles and each Circles Group Company.

19. COMPLAINTS AND COMMENTS

If You have any feedback, complaints or comments, please reach out to Support Services. We will try to resolve your complaints in accordance with our internal complaints managing process.

20. NOTICES AND CORRESPONDENCE

- 20.1 All notices, communication and correspondence by Circles to You (“**Communication**”) may be sent by hand, post, email, or any other means deemed appropriate by Circles. Such Communication may be sent to Your address, email or mobile number as maintained in Circles’ records or the contact information provided by You. Any Communication addressed and sent to You shall be deemed to have been received by You:
- 20.1.1 if delivered by hand, on the date and at the time it was delivered to (or left at) Your address;

- 20.1.2 if sent by post within Singapore, one (1) day after it was posted, and if sent by post outside of Singapore, seven (7) days after it was posted; or
- 20.1.3 if transmitted by way of email, immediately at the time of transmission by Circles.
- 20.2 Any communication by You to Circles shall be in English unless Circles specifies otherwise. Circles has the right to regard any communication by You to Circles as invalid or ineffective if Circles has not confirmed receipt of such communication to You. Any processes or judgment may be given to You in the same way under this Clause 19. You acknowledge and agree that responses from Circles via Support Services may take longer due to high volumes of enquiries during peak periods. Circles will not intentionally monitor any electronic messages sent or received by You unless required to do so by law or governmental authority. Circles will not intentionally disclose Your online communications or activities, including but not limited to, Your account information, a transmission made using the Network, the Circles App or Circles Website, except to comply with a court order, subpoena, statute, regulation or governmental requests, where necessary to protect Circles, any Circles Group Company and others from harm, or where necessary for the proper operation of its Services and Network.

21. GENERAL

21.1 Confidentiality

Save for purposes of using the Services, You may not use or disclose to any other person any information relating to Circles, any Circles Group Company, the Services or any Goods which You have purchased from Circles or any Circles Group Company, or their subcontractors and/or agents in connection with the provision of the Services unless such information is publicly available information or has become publicly available otherwise than through a breach of Your confidential obligations under the Agreement.

21.2 Governing Law and Dispute Resolution

Your access and/or use of the Services are subject to compliance with the Agreement and shall be governed by and construed in accordance with Singapore laws. You hereby agree that all claims and disputes relating to or arising from the Agreement, including any question regarding the existence, validity or termination of the Agreement shall be resolved in the following manner:

- 21.2.1 by referring such claim or dispute to the Small Claims Tribunal, if the dispute falls within the jurisdiction of the Small Claims Tribunal; or
- 21.2.2 if agreed by You and Circles, by jointly referring such claim or dispute to and finally resolving such dispute by arbitration at the Singapore International Arbitration Centre (“**SIAC**”). Such arbitration shall be conducted in accordance with the rules of the SIAC (“**SIAC Rules**”) for the time being in force, which SIAC Rules are deemed to be incorporated by reference into this Clause except as such SIAC Rules conflict with the provisions of this Clause, in which event the provision of this Clause shall prevail. Any arbitration commenced pursuant to this Clause shall be conducted by one (1) arbitrator nominated jointly by Circles and You, or failing such joint nomination, by the chairman for the time being of SIAC. The language to be used and all written documents provided in any such arbitration shall be in English. Nothing in this Clause shall preclude Circles from applying for urgent interlocutory relief from any court of competent jurisdiction. You agree that any arbitration award made pursuant to any arbitration commenced pursuant to this Clause may be enforced by Circles against Your assets wherever those assets are located or may be found, and a judgment upon any such arbitration award may be entered into by any court of competent jurisdiction thereof and for this purpose, You expressly submit to the jurisdiction of any such court; or

21.2.3 if such claim or dispute is not within the jurisdiction of the Small Claims Tribunal, or if Circles or You do not agree to resolve such claim or dispute by arbitration at the SIAC, by referring such claim or dispute to any court of Singapore.

21.3 **No Adverse Inference**

No adverse inference shall be drawn against Circles by virtue of having drafted the Agreement and these Terms under contra proferentem or otherwise.

21.4 **Assignment**

You may assign or transfer Your rights or obligations under the Agreement only with Circles' prior written approval and subject to Your settlement of any and all outstanding Charges at the date of assignment and transfer. Circles may assign or transfer its rights or obligations under any Agreement to any Circles Group Company without restriction, without Your consent and without prior notice to you. Such assignment or transfer shall take effect upon written notification served to You. In the event that Circles assigns and transfers all its rights, interests and obligations under the Agreement:

21.4.1 all references to Circles in the Agreement shall upon and after any such assignment and transfer be construed as a reference to the assignee and transferee of Circles; and

21.4.2 such assignee and transferee shall be entitled to enforce all rights and perform all obligations of Circles and to be paid all sums due or accruing from You under the Agreement as at the date of such assignment and transfer thereafter.

The provision of this Clause 21.4 shall constitute Your consent to any assignment or transfer pursuant to the above provisions for the purpose of any Applicable Laws.

21.5 **Amendments**

To the fullest extent permissible under Applicable Laws, Circles may, at any time, amend, revise, vary or supplement any term or condition of the Agreement (including these Terms and any Charges, tariffs and/or price plans), withdraw, suspend or change any of the Services and migrate You to an alternative Service. Circles will give You reasonable advance notice of such changes (which may include advertisement, statements, letters, postings on the Circles Website or such other forms as we deem appropriate). Any such change shall take effect from no earlier than the date of notification to You. If You continue to use the Services after notice of changes, You will be deemed to have accepted the changes. If You do not agree to changes in Charges, tariffs and/or price plans or any migration to alternative Services, You may terminate Your Services in accordance with the Agreement without payment of any early termination charges.

21.6 **No Waiver**

No delay or failure by Circles or any Circles Group Company to take any action or to enforce or exercise any of its rights in the Agreement will operate as a waiver of such rights by Circles or such Circles Group Company, nor will such failure or delay in any way prejudice or affect Circles' or any Circles Group Company's rights at any time thereafter.

21.7 **Severability**

If any of the terms of the Agreement (including these Terms) is held to be unenforceable, invalid or illegal for any reason, that provision shall, to the extent permissible, be severed, save and except that the remaining provisions shall remain in full force and effect to the extent applicable.

21.8 **Inconsistency**

In the event of any conflict or inconsistency between any terms of any document comprising the Agreement (including but not limited to any general terms and conditions of any Circles Group Company that is providing Services or Goods to You), such conflict or inconsistency shall, in the absence of any express agreement to the contrary, be resolved in a manner most favourable to Circles and each Circles Group Company to the fullest extent permissible under Applicable Laws.

21.9 **Force Majeure**

No Circles Group Company shall be liable for any delay or failure in performance under the Agreement or the provision of Services resulting from matters beyond their reasonable control. These include but are not limited to, acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, lightning, equipment failure, computer software or malfunction, electrical power failure, faults, interruption or disruption of the Network, or epidemics of infectious diseases.

21.10 **Third Party Rights**

Save for Circles Group Companies or as set out in the Agreement (including these Terms), a person (including any user) who is not a party to the Agreement has no right to enforce any of these terms or the terms of any Agreement under the Contracts (Rights of Third Parties) Act (Cap 53B).

21.11 **Entire Agreement**

The Agreement contains the whole agreement between Circles and You with respect to the sale and supply of Services or Goods and supersedes any and all preceding and contemporaneous agreements between us.

21.12 **Relationship**

Nothing in the Agreement shall create or be deemed to create a partnership, an agency or an employment relationship between You and Circles or any Circles Group Company.

21.13 **Third Party Authorisation Process**

If You wish to add someone to Your account for the purpose of speaking on Your behalf or managing Your Services on Your behalf, You shall provide a letter of authorisation or power of attorney detailing the nomination and consenting to the sharing of information between the nominated person and each Circles Group Company and we may contact the nominated person to seek their consent in line with our Circles Data Protection Policy.

21.14 **Do Not Call Registry**

If You wish to reduce the amount of unwanted telemarketing calls You receive, You may wish to consider registering Your number on the Do Not Call Registry. This can be done either by Yourself or through a nominee via the website: <https://www.dnc.gov.sg/consumer/register>. You can remove Your number from the Do Not Call Registry at any time.