

# TERMS AND CONDITIONS



## CONSUMER PLAN

- Customer must be a minimum of 21 years of age, not a bankrupt and is capable of being bound by the obligations arising from the use of the Shinetown Services.
- If Customer is a Singaporean/PR below 21 years old, or a foreigner holding an Employment Pass, S-Pass, Work Permit, Student Pass or any other kind of Social Visit Pass Holder to Singapore, Shinetown Telecom will require a \$100 security deposit from him/her. The deposit is refundable upon the termination of Shinetown Telecom Service after settling of all outstanding balance, if any..
- The \$100 security deposit (if applicable) will be waived for customers who make payment via credit card for monthly payments. The expiry of the credit card must have a minimum validity period of six months. Terms and Conditions for Payment by credit card are stipulated below.

## BUSINESS PLAN

- Customer must be incorporated/formed/registered in Singapore and satisfy any other criteria set by Shinetown Telecom from time to time.
- Customer must produce, if it is a corporation, the copy of its Certificate of Incorporation and if it is a sole proprietorship or a partnership, the Certificate of Registration issued by the Registry of Business and Companies.
- Customer must produce its business stamp.

## PAYMENTS (CHEQUE)

- Payment by cheque should be crossed and made Payable to Shinetown Telecom (S) Pte Ltd.

## PAYMENTS (GIRO)

- Customer is required to submit an "Application Form for the Inter-bank GIRO" (subjects to banks' approval) for using the inter-bank GIRO payment method. Shinetown Telecom will obtain Customer's authorization from the relevant bank prior to any usage.
- In the event that due to insufficient funds in Customer's bank account, or, for whatsoever reason that Shinetown Telecom is unable to deduct the amount for Customer's payable amount, Customer is required to settle the amount payable through means of cash, cheque or others within 7 days from the informed date by Shinetown Telecom. S\$0.50 will be charged to Customer for each unsuccessful Inter-Bank GIRO transaction.
- A written cancellation notice to Shinetown Telecom is required 7 days in advance should Customer intend to terminated the GIRO authorization. Customer will continue to be responsible for any outstanding payable.

## PAYMENTS (CREDIT CARD)

- Under Customer's agreement, charges made with Shinetown Telecom's Services will be subject to the same terms and conditions governing Customer's credit card account.
- Customer is personally responsible for all Shinetown Telecom's Services charges that are not covered by this authorization (e.g. credit card becomes invalid). Should Shinetown Telecom be unable to deduct the amount payable with the designated credit card company for whatsoever reason, Customer shall agree to settle the amount payable via bank draft or cheque in Singapore Dollar drawn on a bank in Singapore, or by other means and within 7 days from the informed date by Shinetown Telecom.
- A deduction shall be made to Customer's credit card every time an amount equal to or in excess of S\$100.00 is charged to Shinetown Telecom's Services. Such deduction shall be of an amount equal to the amount of the outstanding charges incurred Customer as at the time of deduction. Shinetown Telecom shall also make a deduction to Customer's credit card on a monthly basis for the monthly outstanding amount payable.
- In the event of Customer's card is stolen, lost, expired or terminated for any reasons, Customer needs to inform Shinetown Telecom for other forms of payment arrangement. In additional, a written cancellation notice to Shinetown Telecom is required 7 days in advance when Customer intends to terminate the credit card authorization. In all cases, Customer will continue to be responsible for any outstanding amount payable.

## PAYMENTS (S.A.M Machine)

- Payment made via S.A.M will be updated the next working day.
- Shinetown Telecom will not be responsible for any delay of transactions resulted from the services provided by SingPost.

## CHARGES AND BILLING

- The per-minute rate and charging block applicable for each call shall be that as determined by Shinetown Telecom from time to time, which is subject to change without notice to Customer or any one else.  
Charging commences as soon as a call is answered, regardless of the following
  - (i) Whether the call is answered by man, machine or otherwise; and
  - (ii) If the call is answered by man, the identity of the person answering such call.
- Promotional Credit/ Referral Credit given to the Customer are only to be used to offset any outstanding amount.
- Customers may receive an interim bill when Shinetown Telecom deems the traffic charges as exceptionally high. Customer will have to make immediate payment within 7 days of the interim bill. Customers with GIRO and credit card as payment mode, the outstanding amount relating to the interim bill will be deducted within 5 days of the date of the bill.
- Shinetown Telecom may not send the bill if the total amount is lower then S\$10.00. The unbilled charges will be carried forward to the next bill with full details shown. A bill will however be sent to the Customer at least once every three months regardless of the accumulated charges.
- Any value-added services will be charged as per indicated in the Service Plan section.
- Customer will have to make the payment before the due date. Should Customer fail to make payment on outstanding charges or if Shinetown Telecom is unable to charge the customer's credit card or Inter-bank GIRO bank account for the outstanding charges, a reminder letter will be sent to Customer and a late fee of a minimum of S\$5.00 or 1% of total outstanding will be charge to Customer.

- In the event of any charges dispute, a 14-day time window period is provided upon receipt of billing statement for Customer to submit a written notification to receive attention. It can be faxed to 6887 4556 or mailed to 27A Tanjong Pagar Road Singapore 088450, failing which Customer shall agree to accept the amount in the bill as true and correct and thus shall be liable to make payment before the due date.
- Shinetown Telecom will deliver or email our invoices and any other notices to the most recent address that the Customer has provided. Shinetown Telecom may assume that any such invoices or notices have been delivered 5 days after posting them.
- Any request to do a resend of invoices will be charged at \$0.50 per page or a minimum of \$5.00 for invoice printed.
- Customer is obligated to inform us if there is a change of service and/or billing address. Customer will need to write to us 7 days before the changes to ensure that there is no interruption to the continued supply of our service and billing.

#### SUSPENSION AND TERMINATION

- Shinetown Telecom reserves the right to impose a pre-agreed credit limit (Consumer Plan - \$200.00, Business Plan – S\$500.00) on the Customer's account. Should the Customer fail to make payment by the 'due date' 2 months in a row, the credit limit may be altered by Shinetown Telecom.
- The Customer also agrees that if at anytime he/she exceeds the credit limit and/or payments are not made on time, Shinetown Telecom will be entitled to suspend the provision of our service to the Customer. All costs and expenses incurred by Shinetown Telecom as a result of the suspension and any recommencement shall be payable by the Customer upon demand.
- The Customer shall pay an administrative fee (25% of the total outstanding charges) to Shinetown Telecom in the event that Shinetown Telecom employs legal or other means to collect payment of any outstanding charges from it.
- The service, once suspended, may only be reinstated if Shinetown shall, in its sole discretion, deem it fit to do so. The Customer shall pay to Shinetown such sums as Shinetown may require for the reinstatement of the service.
- A written notification 7 days in advance to Shinetown Telecom is required from the Customer to terminate any subscribed services. Customer shall pay the outstanding amount for the service 7days from the termination date.
- Shinetown Telecom reserves the right to terminate any services to the Customer with written notification. Customer shall be liable to pay the outstanding amount 7 days from the termination date.
- On the termination of the contract with the Customer, Shinetown Telecom will cease to continue to provide any service to the Customer. Any outstanding amount will immediately become due and payable.
- Shinetown Telecom shall terminate the Account if it has been inactive for more than one year. The termination notice will be sent to the Customer via post or email.
- If the Customer fails to meet any of the responsibilities under this contract Shinetown Telecom may suspend or disconnect the Customer from our network and may also terminate the contract with the Customer for this or any other services as provided by Shinetown Telecom.
- On the termination of the contract with the Customer, Shinetown Telecom will cease to continue to provide any service to the Customer. Any amount owned, will immediately become due and payable. Shinetown Telecom shall not be liable for any loss or damage suffered or claimed to have been suffered, by the Customer on or following the termination of these services.
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#### GENERAL

- Shinetown Telecom reserves the rights to approve or reject any application for our services.
- The agreement shall be governed by & contracted in accordance with the laws of Singapore. The parties irrevocably submit to the non-exclusive jurisdiction of the courts in Singapore.
- Information is correct at time of printing, and subject to change without prior notice.
- Shinetown Telecom shall comply with IDA's "Code of Practice for Competition in the Provision of Telecommunication Services".
- Shinetown Telecom may suspend or restrict a service whenever we, another carrier or another appropriate person considers such action necessary or reasonable to protect persons, systems or other property.
- The service performance by Shinetown Telecom of the Service is subject to suspension, variation, cancellation or determination by Shinetown Telecom by reason of war, riots, natural disasters, lock-up or any other causes beyond Shinetown Telecom's control. In the event of suspension, variation, cancellation or determination of the Services arising from any such cause, Shinetown Telecom shall not be liable for any damages (whether direct, indirect, special, consequential, incidental or otherwise), including, without limitation, damages for loss profits or business resulting or arising from such suspension, variation, cancellation or determination.
- Shinetown Telecom makes no warranty, express or implied, with respect to the Services provided hereunder and expressly disclaims any warranty of merchantability, description or fitness for any particular purpose or function.
- Shinetown Telecom also excludes all other liabilities for acts or omissions by directors, our employees, agents, representatives, contractors, and us. This includes both direct and indirect losses, including loss of profits, loss of revenue and loss of any opportunity.
- The Customer shall use Shinetown Telecom's Services in accordance with the directions given and Shinetown Telecom shall not be liable for any losses, damages, claims, liabilities, costs or expenses suffered or incurred by the Customer resulting from the failure by the Customer to do so. The Customer shall indemnify Shinetown Telecom from any losses, damages, claims, liabilities, costs (including legal costs on a full indemnity basis) and expenses suffered or incurred by Shinetown Telecom as a result of or arising from the misuse or wrongful usage of any services provided by Shinetown Telecom.
- In no event shall Shinetown Telecom be liable to the Customer or any third party for (i) any loss of revenue, profits savings, business or goodwill, and (ii) punitive, exemplary, proximate, consequential, or incidental damages and expenses of any type or nature suffered or incurred by the Customer or any third party as a result of or arising from any breach or default by Shinetown Telecom of the terms and conditions hereunder and the provision of the Services.
- Shinetown Telecom's decision is final pertaining to all issues of any promotions.
- Shinetown Telecom reserves the right to change all Terms and Conditions of any promotion or any part thereof from time to time.
- Charging commences as soon as the called number is answered, regardless of (i) whether such call is answered by man, machine or otherwise and (ii) if the called number is answered by man, the identity of the person answering such called number.
- Customers whose account exceeds 90 days payment are liable to have their Services interrupted, suspended or terminated.
- Interruption, suspension or termination of Services does not relieve the Customer of the obligation to pay all outstanding amounts. The customer agrees to pay Shinetown Telecom all its reasonable expenses, including attorney and collection agency fees, in enforcing its rights under these terms and conditions.