

Business Mobile Service – Specific Terms and Conditions

The Business Mobile Service (“**Mobile Service**”) refers to mobile voice, mobile data, roaming services and/or other mobile value-added services, promotions or otherwise, provided by MyRepublic and powered by StarHub.

The Business Mobile Service Specific Terms and Conditions (“**Mobile Service Terms**”) set out the basis on which MyRepublic will provide the Mobile Service to you.

These Mobile Service Terms shall be read in conjunction with the MyRepublic Business General Terms and Conditions (“**Business General Terms**”).

1. Definition and Interpretation

1.1. In these Mobile Service Terms, words and expressions shall have the following meaning:

“**Business Plans**” refers collectively to all the mobile plans made available to the customer and includes: Business Core and Data Core plans and any other mobile plans that MyRepublic may from time to time designate as a Business Plan.

“**Customer**” means the company, business or organisation that applies for and/or acquires services from MyRepublic; and “you” and “your” have corresponding meanings;

“**Equipment**” refers to the handset or other equipment which you use to obtain or access the Mobile Service;

“**GST**” means goods and services tax;

“**MyRepublic**” means MyRepublic Broadband Pte. Ltd. (Company No: 202125011N), and “we”, “us” and “our” have corresponding meanings;

“**Promotion**” shall have the meaning set out in clause 7.3;

“**StarHub**” means StarHub Ltd. (Company No. 199802208C), whose mobile network powers the Mobile Service and is appointed by MyRepublic as its authorised service delivery partner for the Mobile Service;

“**SAF**” means our Service Application Form;

“**SMS**” means local short message service; and

“**VAS**” means value-added services offered in connection with the Mobile Service.

1.2. Terms used but not defined in these Mobile Service Terms shall have the respective meanings given to them in the Business General Terms.

1.3. For the purposes of interpretation and construction of the agreement:

1.3.1. words importing the singular or plural include the plural and singular respectively;

1.3.2. headings are inserted for convenience only and do not affect the interpretation of this agreement;

1.3.3. words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”; and

1.3.4. any reference to any statute or regulation is a reference to that statute or regulation as amended or replaced.

2. Scope of Services

2.1. We will supply the Mobile Service to you in accordance with the details set out in the application form, until the Mobile Service is terminated in accordance with the provisions of this agreement.

2.2. In the event that we suspect that you are using or allowing the Mobile Service to be used for fraud, misconduct or any other illegal or improper purpose, we will refer this to the relevant authorities without notice to you and comply with directions or guidelines issued by them without further reference to you.

2.3. We reserve the right to discontinue any of the Mobile Services at any time without prior notice to you.

3. Application

- 3.1.1. You may apply for the Mobile Service through our authorised representative in person or in writing using our latest SAF ("Application").
- 3.1.2. You must comply with the below requirements in order to be eligible for the Mobile Service:
 - 3.1.2.1. be an entity that is registered with the Accounting and Corporate Regulatory Authority (ACRA) of Singapore or a registered business, partnership or society with a Singapore Unique Entity Number (UEN);
 - 3.1.2.2. qualify under our credit policy including not having any outstanding debt with us;
 - 3.1.2.3. provide details of an authorised contact person with a valid email address and contact phone number; and
 - 3.1.2.4. provide us accurate and complete background information necessary or desirable for us to supply the Mobile Service, and
 - 3.1.2.5. not have been a customer who has previously misused our services.
- 3.2. As part of the Application assessment, we may seek verification of your identity and credit status with our authorised bodies / suppliers. You authorise us to verify your credit status with any credit reference agency, at our cost, and to disclose information about you to any credit reference agency for that purpose. Subject to any applicable privacy laws, we do not have to disclose our credit criteria or the reasons for our decision on any Application. We do not accept responsibility for the accuracy of any information provided to us about you by a credit reference agency.
- 3.3. We may impose additional conditions when accepting an Application such as a credit limit, or we may require you to pay a security deposit before we activate and supply the Mobile Service.
- 3.4. We reserve the right not to accept your Application of the Mobile Service at our discretion and without any liability to you.
- 3.5. The provisioning lead-time of the Mobile Service is 14 business days measured from the date we accept your Application, subject to clause 5.1.
- 3.5.1. The Request for Service ("**RFS**") date in your application form should not be shorter than the provisioning lead-time of the Mobile Service. We have the right to reject your Application if we are unable to meet your RFS date.
- 3.5.2. We shall not be liable if the provisioning lead-time is not met due to events outside our control, including but not limited to, any third party's act and/or omission. We reserve the right to change the provisioning lead-time without liability.
- 3.6. If we accept your Application, we will inform you in writing that your Application has been accepted for processing. Thereafter, we will use our commercially reasonable endeavours to provide the Mobile Service on the RFS date, subject to clauses 3.1 and 3.5 above.
- 3.6.1. If you cancel an Application before the SIM card has been delivered/fulfilled, a cancellation charge shall apply.
- 3.6.2. If you cancel an Application after the SIM card has been delivered/fulfilled, termination clause 13.3 shall apply.

4. Minimum Period of Service

- 4.1. The Mobile Service under this agreement shall remain active or in-service for a period not less than the contract term as set out in the Application, starting from the Service Commencement date ("Minimum Commitment Period").
- 4.2. An order will not be approved until a signed SAF, endorsed with your Corporate Stamp, and any other required documentation specified by us, has been received, reviewed, approved and entered into our order management system by us.
- 4.3. Unless otherwise stated elsewhere, the Minimum Period of Service for:

- 4.3.1. Mobile sim-only Services is 12 months; and
- 4.3.2. Mobile data-only Services is 24 months.

5. Service Provisioning and Activation

- 5.1. You acknowledge and agree that the provisioning and activation of the Mobile Service is subject to:
 - 5.1.1. availability of all required information, including detailed demarcation information and contact information;
 - 5.1.2. provisioning lead-time for the Mobile Service and/or the Equipment. Such provisioning lead-time will be determined by us at our discretion and may be changed by us.
- 5.2. We reserve the right not to provision the Mobile Service to you where we consider it uneconomic or unsafe to do so or if the service application form that you submitted is not duly completed and signed.
- 5.3. If you have made any change request to an order during provisioning of the Mobile Service, the provisioning lead-time shall restart from the date of acceptance of the revised Application, subject to clause 3.5.

6. Billing & Charges

- 6.1. You will pay any one-time charges and recurring subscription fee(s) for the Mobile Service at the prevailing prescribed rate(s) within thirty (30) days or the credit payment term as agreed between us. You will be billed in advance for the subscription fees at monthly intervals or such intervals as may be approved by us.
- 6.2. The Mobile Service promotional or discounted price is the charges below the usual price as provided in our quotation and applies for the Minimum Commitment Period only. Usual price will apply after the Minimum Commitment Period unless otherwise specified in the Application. You are strongly encouraged to renew your Service package at least 3 months before the end of the Minimum Commitment Period to ensure that you continue to enjoy the promotional or discounted price.
 - 6.2.1. Free months, if offered, apply at the start of the contract term, unless otherwise provided in the Application.
 - 6.2.2. Free premiums, if offered, can be claimed only after Service Commencement and we have received the first payment for the Mobile Service is activated.
- 6.3. There may be additional Charges for:
 - 6.3.1. a change of usage plan for the Services;
 - 6.3.2. reconnection of the Services;
 - 6.3.3. calls made/received using roaming Services from/in certain roaming destinations, including but not limited to a connection fee of \$0.50 per call, even if the calls are not connected, unanswered or unsuccessful for any reason whatsoever and howsoever caused (and for the avoidance of doubt, additional Charges may apply where an announcement is triggered by an unsuccessful call);
 - 6.3.4. removing any restrictions on calls or roaming Services;
 - 6.3.5. the airtime usage for local and international toll-free calls, including calls made to the 1800- and/or 800- services, through the Services; and
 - 6.3.6. the airtime usage for calls made to premium rate services, including calls made to the 1900-services, through the Services.
- 6.4. We may apply a credit limit for call Charges (including mobile roaming Charges) incurred under your account. Services may be suspended if this limit is exceeded or if there is any non-payment.
- 6.5. The following Charges may apply in connection with your SIM and/or eSIM:

Description of Charge	Amount of Charge (including 9% GST)	Explanation
SIM card activation charge	\$37.45 per SIM card	A one-time Charge chargeable upon activation of a SIM.
Exceed Global data usage	15GB @ \$30	Should the customer exceed their existing data roaming entitlement, they

Description of Charge	Amount of Charge (including 9% GST)	Explanation
fee		will be charged \$30 for another 15GB until their monthly entitlement resets.
SIM card replacement fee	\$37.45 per SIM card \$10.90 per eSIM QR code	After the second SIM card replacement, any subsequent replacement SIM card issued to you in the event of loss or damage of SIM card, or conversion from Physical SIM to eSIM or eSIM to Physical SIM. Note: In such an event, you will also have to pay the SIM card Activation Charge upon activation of the replacement SIM.
Exceed Local data usage fee	\$1.00 per Gbps exceeded	For any exceeded local data to be charged.
3rd SIM card delivery attempt	\$30.00 per additional delivery attempt	After the second SIM card delivery attempt, any subsequent delivery attempts will be chargeable at \$30 per attempt.

7. SIM Card and eSIM

- 7.1. If the Equipment or your SIM card is lost or stolen, the authorised officer must immediately (and no later than within 24 hours) inform us by calling our hotline at +65 6816 0088.
- 7.2. The authorised officer must provide the following combined information upon request:
 - 7.2.1.1. Full name of authorised officer
 - 7.2.1.2. NRIC/FIN of authorised officer;
 - 7.2.1.3. Registered business name and address;
 - 7.2.1.4. Registered email address;
 - 7.2.1.5. Lost/Stolen Service ID (SID);
 - 7.2.1.6. Last payment mode; and
 - 7.2.1.7. One of the last 3 months invoice numbers.
- 7.3. Until you tell us about the loss or theft, you will continue to be responsible for the Charges incurred using the Equipment and/or your SIM card, whether you know of it or not.
- 7.4. An eSIM is a digital SIM that allows you to activate a mobile plan without having to use a physical nano-SIM. The eSIM Service is offered at MyRepublic's discretion to selected customers.
- 7.5. To be eligible for the eSIM Service, you must have an eSIM compatible device (Check if your device supports eSIM [here](#)) along with an active subscription of our Mobile Services and such Mobile Services must be under a:
 - 7.5.1. voice only mobile subscription plan;
 - 7.5.2. data only mobile subscription plan; or
 - 7.5.3. voice and data mobile subscription plan.
- 7.6. For the avoidance of doubt, you must have a valid identification document to be eligible for the eSIM Service.

8. Telephone Numbers

- 8.1. When we allocate any telephone numbers to you, you will not have any rights to these telephone numbers except for the sole purpose of using the Services in accordance with this agreement. You cannot sell or agree to transfer these telephone numbers to anyone else. You must not apply or try

to apply for registration of these telephone numbers as trademarks, whether on their own or together with any word or mark.

- 8.2. You shall maintain records of the identity of each of your employees using the telephone numbers allocated to you.
- 8.3. We may be required to disclose your information to comply with any requirements of the relevant regulatory authorities. For their investigation purposes, the relevant regulatory authorities may follow up with you directly regarding your records of employee usage of telephone numbers.

9. Roaming

- 9.1. Roaming Services for mobile devices outside Singapore are available in roaming destinations as stated below.
- 9.2. Roaming destinations include the following:
 - 9.2.1. USA (50 states, excluding territories), Canada, UAE
 - 9.2.2. Australia, Bangladesh, Brunei, Cambodia, China, Hong Kong, India, Indonesia, Japan, Macau, Malaysia, Myanmar*, New Zealand, Pakistan, Philippines, South Korea, Sri Lanka, Taiwan, Thailand, Vietnam

** Data roaming for visitors to Myanmar is currently being disabled until further notice.*

- 9.2.3. Albania, Argentina, Austria, Bahrain, Belarus, Belgium, Bolivia, Bosnia and Herzegovina, Brazil, Bulgaria, Chile, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Guernsey, Hungary, Iceland, Iran, Ireland, Israel, Italy, Jersey, Jordan, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Mexico, Montenegro, Netherlands, Norway, Oman, Palestine, Paraguay, Peru, Poland, Portugal, Qatar, Romania, Russia, Saudi Arabia, Serbia, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom, Ukraine, Uruguay.

10. Abuse of Services

- 10.1. You should not abuse or misuse the Services offered to you, whether under any of our mobile Service plans or otherwise, regardless of whether or not the Services and/or mobile Service plans are a paid or free service. All Services are offered for use by your employees on their mobile devices. They are intended for use by individuals and not for commercial or machine usage (including but not limited to usage in devices for fleet management and/or surveillance). If you intend to use the Services for commercial purposes, such as fleet management or machine-to-machine purposes, you must inform us in writing prior to the commencement of your Services and this must be set out in the SAF. This may be subject to additional fees. If we determine that you have exceeded your fair usage within a day, specified period or bill cycle as determined by us in our absolute discretion, we reserve the right to:
 - 10.1.1. suspend, restrict and/or terminate your access to certain features or your entire Services, mobile Service plan and/or any part thereof, without any liability to you until the end of the affected day, period or bill cycle; and/or
 - 10.1.2. charge you at the prevailing rates for your use of the relevant Service and/or mobile Service plan beyond fair usage.
- 10.2. We reserve the right to suspend excessive or abusive use of any Services, including but not limited to SMS broadcasts or sending of unsolicited material. In the event that you use more than 300 local SMS per day (or such other limit decided by us or imposed on us by the relevant regulatory authorities from time to time), such usage shall be deemed as excessive and/or abusive and entitle us to suspend or terminate your Services unless we otherwise agree in writing. For the avoidance of doubt, you shall not be entitled to any refund or compensation for such termination or suspension.
- 10.3. **Data Fair Usage Policy**
 - 10.3.1. In order to ensure that the quality and data experience of the majority of our customers are not compromised, all subscribers of the Mobile Services are subject to and must comply with our Fair Usage Policy (FUP) and/or restrictions.
 - 10.3.2. If the allocated data of the Business Core plan is exceeded, a charge of S\$1.00/GB (inclusive of GST) for local data and S\$30.00/15GB (inclusive of GST) for roaming data will apply.

- 10.3.3. Use of filesharing software or peer-to-peer/torrent apps and downloading abnormal amounts of large-format files such as music, videos and movies, or other activities that generate large volumes of traffic on the mobile network will be deemed to be excessive or abusive usage of local data. MyRepublic reserves the right, without notice or limitation, to levy prevailing charges on excessive usage, or to throttle, deny, terminate, end, modify, disconnect, or suspend the Services if the Customer engages in unfair, excessive or abusive usage, or if MyRepublic, at its sole discretion, determines the action is necessary to protect the network from harm or degradation.

10.4. Local SMS Fair Usage Policy

- 10.5. Depending on the type of Mobile Plan you subscribed to, you may be eligible for a certain number of local SMS for each billing cycle subject to the following terms:
- 10.5.1. strictly for your reasonable personal use;
- 10.5.2. fair usage (if you use more than your eligible number of local SMS per billing cycle, such usage will be deemed to be excessive and/or abusive usage. Usages above the specified amount will be charged at prevailing pay-per-use rates;
- 10.5.3. any abuse including but not limited to telemarketing, advertising, bulk messages, promotional materials, mass SMS broadcast, Machine-to-Machine (M2M), Application-to-Person (A2P) or such other automated messaging methods or activities is prohibited. Any such abuse shall entitle us to:
- 10.5.3.1. charge for such usages at the prevailing pay-per-use rate;
- 10.5.3.2. change the Services; and/or
- 10.5.3.3. suspend, restrict and/or terminate the Services.

We reserve the right to amend the fair usage conditions from time to time at our sole discretion without any prior notice to you.

10.6. Local Voice Calls Fair Usage Policy

- 10.6.1. Depending on the type of Mobile Plan you subscribed to, you may be eligible for a certain amount of call time and you will be subject to the following terms:
- 10.6.1.1. strictly for your reasonable personal use;
- 10.6.1.2. fair usage (if you use more than your eligible local call minutes per billing cycle, such usage will be deemed to be excessive and/or abusive usage. Usages above the specified amount will be charged at prevailing pay-per-use rates.
- 10.6.2. any abuse including but not limited to monitoring services, transmission of recorded material, telemarketing, transmission of broadcast, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between individuals is prohibited. Any such abuse shall entitle us to:
- 10.6.2.1. charge for such usages at the prevailing pay-per-use rate;
- 10.6.2.2. change the Services; and/or
- 10.6.2.3. suspend, restrict and/or terminate the Services;
- 10.6.3. our prevailing IDD Charges will apply to any voice call that is made to an overseas number; and
- 10.6.4. We reserve the right to amend the fair usage conditions from time to time at our sole discretion without any prior notice to you.

11. Customer and Technical Support

- 11.1. We provide email and phone technical service support as provided in our website or through our authorised representative. For security and accountability purposes, we will only provide support to any of your officers provided in your application form.

- 11.2. We are not responsible for providing any support to your other equipment.

12. Renewal of Service

- 12.1. You may renew your Mobile Service plan and secure a promotional or discounted price within 3 months remaining in the Minimum Period of Service, subject to clause 4.
- 12.2. If you wish to renew your Mobile Service plan earlier, we have the right to extend your contract period by the remaining terms in the Minimum Period of Service and impose an early renewal fee (ERF).

13. Termination

- 13.1. Either party can give at least 30 days' written notice to the other party to terminate the Mobile Service and this agreement, unless otherwise specified herein.
- 13.2. We may terminate all or any part of the Mobile Service or terminate this agreement with immediate effect without compensation and without prejudice to our rights to damages for any antecedent breach by you of this agreement if:
 - 13.2.1. you breach any of the terms and conditions of this agreement or any other agreement you have with us;
 - 13.2.2. you become or threaten to become bankrupt or insolvent, or die;
 - 13.2.3. you make any arrangement or composition with or assignment for the benefit of your creditors or go into either voluntary or compulsory liquidation or a receiver, trustee, judicial manager or administrator is appointed over any of your assets;
 - 13.2.4. the equivalent of any of the events in Clause 13.2.3 under the laws of any relevant jurisdiction occurs to you;
 - 13.2.5. you provide incorrect, false or incomplete information to us;
 - 13.2.6. the requirements of any relevant regulatory authority result in us having to stop providing the Mobile Service or to provide the Mobile Service in a manner which is unacceptable to us;
 - 13.2.7. if you are likely to create imminent harm to our provision of the Mobile Service, or defraud us, or are likely to create imminent harm or are abusive to our personnel; or
 - 13.2.8. for any reason beyond our control (including loss of any licence, way-leave or easement, requirements of any governmental or regulatory authority or orders by the court and cessation or failure to deliver by a third-party supplier) we are unable to provide the Mobile Service.
- 13.3. If the Mobile Service is terminated:
 - 13.3.1. all sums due, accruing due or payable to us in respect of the Mobile Service and if applicable, the Equipment, up to the date of termination (including late payment charges) will, upon the termination, become immediately due and payable to us. There will be no refund of any charges paid to us for any equipment (including the Equipment) purchased from us;
 - 13.3.2. you must immediately (and in any event, within 5 days of such termination) return to us all Equipment which we may have leased or rented to you in respect of the Mobile Service in good condition, failing which we will be entitled to, at our absolute discretion:
 - 13.3.2.1. charge you all costs incurred in repossessing or acquiring replacement for such Equipment which you have failed to return to us, or at our standard prescribed rates for acquiring a replacement for any Equipment which is returned to us in a damaged or defective condition; or
 - 13.3.2.2. treat the Equipment as being sold to you and to charge you our prevailing charges for the Equipment. There will be no refund of any such charges paid; and
 - 13.3.3. you shall pay a service deactivation fee, in addition to any applicable early termination charges.
 - 13.3.4. The termination of this agreement will not affect any accrued rights or remedies of either party against the other party

14. Your Responsibilities

- 14.1. You are responsible for the use of the Mobile Service under your account and for any Content disseminated through the account.

- 14.2. You must not use or allow the Mobile Service:
- 14.2.1. to transmit or post any Content which may be defamatory, offensive, indecent, objectionable or illegal, or which may cause annoyance, harassment, irritation, inconvenience or anxiety to anyone, give rise to civil liability or otherwise violate any applicable laws, rules or regulations, or contains viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programs;
 - 14.2.2. in any manner that may constitute a violation or infringement of the rights (including intellectual property or confidentiality rights) of any party; and
 - 14.2.3. to be resold or to transfer the Mobile Service and/or the Equipment belonging to us to third parties without our prior written consent, whether or not for profit or otherwise. We reserve the right to immediately suspend or terminate your Mobile Service if we determine, in our absolute discretion, that you resell or transfer the Mobile Service.

15. Matters Beyond Our Control

- 15.1. We will not be liable for any delay or failure in performance under this agreement resulting from matters beyond our control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, lightning, equipment failure, computer software or software malfunction, electrical power failure, faults, interruption or disruption of the Network or the networks of other Service Providers or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees) epidemics of infectious diseases or acts of terrorism.
- 15.2. Without prejudice to clause 15.1 above, we will not be liable for any delay or failure in performance under this agreement resulting from any delay or failure of any third party (including any supplier) to deliver or provide any facilities, infrastructure, equipment or services to us.

16. Indemnity

- 16.1. You must indemnify us, our affiliates, employees, directors, agents and suppliers against all claims, damages, losses and liabilities resulting from your use of the Mobile Service, your negligence, omission, act or breach of this agreement.

17. Liability

- 17.1. The Mobile Service (including any installation or support services) are provided on an "as is" and "as available" basis and you agree that you use the Mobile Service or rely on any Content obtained through the Mobile Service at your sole risk. We expressly disclaim all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement, to the fullest extent allowed by law. No advice or information whether oral or written, obtained by you from us or through the Mobile Service will create any warranty not expressly set out in this agreement. Without prejudice to the foregoing, we will not be liable for any delay or failure to provide the Mobile Service, or any interruption or degradation of the Mobile Service quality which may arise from the following:
 - 17.1.1. an act or omission of an underlying carrier, Service Provider, vendor or other third party;
 - 17.1.2. equipment, network or facility failure;
 - 17.1.3. equipment, network or facility upgrade or modification;
 - 17.1.4. force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and governmental actions;
 - 17.1.5. equipment, network or facility shortage;

- 17.1.6. equipment or facility relocation;
- 17.1.7. service, equipment, network or facility failure caused by the loss of power to you;
- 17.1.8. any act or omission by you or any person using the Mobile Service or Equipment provided to you;
- 17.1.9. any third party's service, equipment, software, network or facility; or
- 17.1.10. any other cause that is beyond our control, including, without limitation, a failure of or defect in any Equipment, the failure of an incoming or outgoing communication, the inability of communications to be connected or completed, or forwarded.
- 17.2. Without prejudice to clause 17.1 above, we make no warranty:
 - 17.2.1. that the Mobile Service, the software or any equipment (which we provide to you, including the Equipment) will not cause any harm to your applications, equipment, hardware, software, networks or Content;
 - 17.2.2. as to the accuracy, reliability or quality of any content obtained through the MobileService or that defects in any software will be corrected; and
 - 17.2.3. that the Mobile Service and access to them are error free and uninterrupted or available at all times.
- 17.3. Except as set out in this agreement, we expressly exclude all other liability we may have to you, including all liability in contract, tort, negligence, misrepresentation, strict liability or statute. This exclusion applies for our benefit and that of other Service Providers whose networks are connected to each other or to the Network, all companies, directly or indirectly owned, wholly or partly owned or controlled by us or any of these parties, and all their officers, employees, contractors and agents or anyone else to whom we or these parties are responsible ("the **Relevant Parties**") and whether it relates to anything caused by or resulting from anything any of us does or does not do or delays in doing (even if done, omitted or delayed fraudulently, wilfully, recklessly, maliciously or negligently), whether or not it is contemplated or authorised by any agreement you have with us.
- 17.4. Under no circumstances will we or any of the Relevant Parties be liable for any special, incidental, indirect, consequential or punitive damages, losses, costs or expenses, even if such damages, losses, costs or expenses were caused wilfully, recklessly or negligently.
- 17.5. Under no circumstances will we or any of the Relevant Parties be liable for any lost profits, revenue, business or anticipated savings, even if such damages, losses, costs or expenses were caused wilfully, recklessly or negligently.
- 17.6. If we or any of the Relevant Parties are liable to you and we cannot, for any reason, rely on the exclusion of liability set out in clause 17.3 to 17.5 herein, then in no event will our liability for damages, losses, costs or expenses suffered or incurred by you and anyone else (whether in contract, tort, negligence, misrepresentation, strict liability or statute or otherwise) exceed:
 - 17.6.1. the lower of your preceding month's charges applicable to the Mobile Service in question or S\$5,000/- for any event or for any series of connected events; subject to no more than
 - 17.6.2. the lower of your preceding 12-months' charges applicable to the Mobile Service in question or S\$10,000/- in any 12-month period.
- 17.7. The limitations and exclusions of liability in this agreement shall not apply to any liability we or any of the Relevant Parties may have in respect of any death or personal injury resulting from our negligence.
- 17.8. The limitations and exclusions of liability in this agreement shall not apply to any liability which

cannot be lawfully excluded or restricted under the Unfair Contract Terms Act 1977.

18. General Charges

- 18.1. There are general charges that may be levied against you. Please refer to our business support webpage at <https://myrepublic.net/sg/business/business-one-time-charges/>.

19. Revision

- 19.1. We reserve the right to change, amend or revise these Mobile Service Terms from time to time. The revised Mobile Service Terms shall become effective once posted on the MyRepublic website, and it is your responsibility to be aware of such changes.