

Terms of Use of the Site (“Terms of Use”)

This website (“**Site**”) and the products and services provided herein, are provided by China Unicom (Operations) Singapore Pte. Ltd. (hereinafter referred to as “**CUSG**”, “**our**” or “**we**”) or our representatives.

Users who access and/or use our services, products or information service through our Site (hereinafter referred to as “**you**” or “**your**”), shall comply with these Terms of Use and our Privacy Policy published on this Site (as may be varied or amended from time to time), when accessing and/or using our Site.

Please read these Terms of Use and our Privacy Policy carefully. By connecting, browsing, accessing and/or using this Site, you confirm that you have read and agree to be bound by these Terms of Use and our Privacy Policy (as may be varied or amended from time to time).

1. Definitions

- 1.1 “**Communication Service**”: refers to the communication functions you use through the communication network, such as telephone call, wide band Internet connection, etc.
- 1.2 “**Customer Service**”: refers to the different kinds of customer service provided by this Site to you through the Internet, including but not limited to product experience, business processing, consumption inquiries, consultation, etc.
- 1.3 “**Hong Kong**”: refers to the Hong Kong Special Administrative Region of the People’s Republic of China.
- 1.4 “**Order**”: refers to your applications, inquiries, instructions, or orders for products or services placed on our Site, including but not limited to any provision, alteration or cancellation of different products or services that you enjoy through our Site.
- 1.5 “**Service/Product Agreements**”: refers to any agreement or amendment terms established when CUSG started to provide services or products to you.
- 1.6 “**Site**”: refers to the website at www.chinaunicomglobal.com/sg.
- 1.7 Unless otherwise stipulated in the context, when mentioned in these Terms of Use:
 - (a) “**person**” includes natural person, business title, legal entity, cooperation relationship, joint venture enterprises, bodies incorporated or unincorporated, or other legal persons (including partnerships and their successors and assigns);
 - (b) “**third party**” refers to a person that is not a party to these Terms of Use;
 - (c) words denoting the singular include the plural and vice versa; and
 - (d) words such as “other”, “including”, “containing” or any similar expression do not limit the generality of any preceding words.

2. Services

- 2.1 We will provide services to you on this Site in accordance with these Terms of Use and our Privacy Policy. Some of the services on this Site may be subject to further service terms. If such other service terms contradict these Terms of Use, the other service terms shall prevail.
- 2.2 Our Site provides Customer Services including but not limited to product experience, business processing, consumption inquiries, trouble report, consultation, etc. As we improve and update our Customer Services, we will correspondingly update this Site.

- 2.3 You are responsible for all content provided by you on this Site and confirm that such content is accurate and true. You grant us a royalty free, perpetual, irrevocable, sub-licensable and world-wide license to store, transmit or otherwise deal with any content you upload on the Site.

3. Registered Account and Password

- 3.1 You may be required to register with us in order to access parts of the Site. When you are registering for an account, you confirm and agree:
- (a) that the data provided to us is true, accurate, up-to-date and complete, and shall be updated periodically;
 - (b) to keep your registered account and password secure;
 - (c) to authorize us to regard anyone that uses your registered account and password as your authorized representative on the Site, and any behavior of such authorized representative on this Site is binding on you;
 - (d) CUSG will not be responsible for any loss of your account and/or password, including your failure to remember such information or from theft not resulting from CUSG's misconduct;
 - (e) you must inform CUSG immediately of any unauthorized usage or theft of your registered account or password; and
 - (f) if you are below the age of 18, you must seek your parent or guardian's consent before accessing and/or using the Site.
- 3.2 Your registered account and password is your only identifier on this Site. You must use your correct registered account and password when logging in to the Site.

4. Your Order

- 4.1 CUSG will provide you with Customer Services according to your Order placed on the Site.
- 4.2 CUSG will carry out your Order in accordance with these Terms of Use. However, CUSG is entitled to not fulfil your Order under the following situations:
- (a) CUSG will violate applicable laws and regulations in carrying out your Order;
 - (b) the form, content or operational authorization of your Order does not conform with the business rules and service specifications of CUSG or the Site; or
 - (c) your Order violates these Terms of Use, related agreements or service terms or any other signed Service/Product agreements.
- 4.3 Our communications with you on the Site regarding our services and the transactions in the form of numbers, symbol, letters or words is equally binding as any written contract or formally written document.
- 4.4 You must ensure the truthfulness, accuracy and completeness of the data you provide on the Site and take full responsibility for such data. Unless otherwise provided, the accuracy of the data provided by you will be verified against our records.
- 4.5 If you notice any errors regarding online billing or online purchase of our services/products, you must contact CUSG within one (1) working day of noticing such errors.

5. Your Rights and Limitations

5.1 You must not access, use and/or exploit the Site in the following ways:

- (a) interfere, interrupt or prevent other people from using or enjoying Customer Services, Communication Services or the Site normally;
- (b) slander, damage the reputation of CUSG or the Site, viciously attack, interrupt or interfere with the online platform of the Site, server or other devices connected to the Site, or conduct other action that may do harm to the Site;
- (c) illegally hack into our computer systems, demand excessive amount of Communication Service, change or modify any portion of the Site without authorization, or interfere, interrupt or hinder the operation of the Site using abnormal measures;
- (d) knowingly send virus contaminated files or other destructive files to or through the Site;
- (e) release, send, sell, lease, hand over or lend any pornographic or vile (including but not limited to violent, corruptive and repulsive) materials that are readable, watchable or for the purpose of reading or watching, in the form of photos, pictures, words, videos, recordings or video tape;
- (f) slander, belittle, harass, threat or blackmail anyone;
- (g) engage in commercial activity with third parties or any fraudulent or speculative actions; or
- (h) engage in activities that violate any laws or regulations, statements, guidance or practice principles issued by the government or any supervisory body, or any activities that might lead to a civil or criminal lawsuit.

5.2 If you violate these Terms of Use, we may suspend services to you or cancel your registered account at our absolute discretion. You must take full legal responsibility for your actions on the Site, and compensate us for any damage caused to the Site or to CUSG. We may use related records on the Site as proof of your violation of the Terms of Use, laws and regulations, related statements, guidance and practice principles issued by the government or any supervisory body or proof in any potential civil or criminal lawsuits.

6. Third Party Services

6.1 You acknowledge that parts of the Site contain content or links to other webpages for related services, products or information provided by third parties (**Third Party Services**). CUSG does not examine or review any of the Third Party Services. Your correspondence or dealings with any such third parties are solely between you and that third party, and to the maximum extent permitted by applicable law, you agree that we will not be liable or responsible for any loss or damage of any sort incurred as the result of such dealings. When connecting to or using the Third Party Services, you may be subject to the terms and conditions provided by that third party.

6.2 The Site's provision of any material or external links provided by a third party does not constitute any endorsement, implied or explicit claim, statement, or guarantee of CUSG's approval or disapproval of such content. To the maximum extent permitted by applicable law, CUSG does not take any legal responsibility, obligation or responsibility for any loss suffered from the usage or non-usage of such material, or the reliance on such material, failure or

incapability to access and/or use such material, content or external links provided through or by the Site (including but not limited to any related damage, lost or impairment).

7. Personal Data and Security

- 7.1 We may collect from you personal data when providing you with Communication Services, Customer Services, products or information service through the Site. The collection, use, disclosure, transfer, processing, and retention of your personal data is subject to the Privacy Policy, which shall form part of these Terms of Use. Please ensure that you have read and understood our Privacy Policy. Any collection, use, disclosure and transfer of your personal data will be in accordance with the Singapore Personal Data Protection Act 2012.
- 7.2 When you are using this Site, CUSG may deposit cookies on your computer. Cookies are small data files that are placed on your computer or mobile device when you visit a website. Cookies are widely used by website owners in order to make their websites work, or to work more efficiently, as well as to provide reporting information. Cookies set by the website owner (in this case, CUSG) are called "first party cookies".
- 7.3 CUSG will not save in cookies any password, credit card information or other information that can be used as identification. Most website browsers have the default setting to accept cookies. If you change your browser setting to refusing to accept cookies, you may not be able to access and/or use certain parts of the Site.
- 7.4 Internet communication may be suspended or delayed due to data volume or data transmission failure. Although CUSG will take appropriate measures to ensure that the Site and the system for connecting such Site is within its control, CUSG does not guarantee the security, confidentiality and accuracy of the Site, the system that is used to access and/or connect to the Site or any material that is uploaded through such system.

8. Alteration, Suspension and Termination

- 8.1 CUSG is entitled, without having to give any prior notice or reason, to repair, maintain or upgrade the system, or to upgrade or modify the content or function of the Site, or alter any content of the Site at any time, or to suspend or terminate the Site according to the needs of its business. You are responsible for the evaluation of any material on the Site and the examination of such material, for instance, you can review the previously published information and seek independent opinion before acting upon such provided material.
- 8.2 Under the circumstances below, CUSG is entitled to terminate your registered account and password without prior notice:
 - (a) if CUSG determines, at its sole discretion, that your behavior has violated any laws, regulations, the Terms of Use or other related agreements or service terms, or has impaired the rights of CUSG or others;
 - (b) upon termination of any Communication Service, Customer Services, products or information services offered to you; or
 - (c) you have not used or logged into your registered account for a long period (three (3) years).
- 8.3 After your registered account has been terminated:-
 - (a) CUSG will send you an account termination notice to the email address in your personal profile;
 - (b) you cannot use your registered account to login to the Site;

- (c) you cannot use any service provided by the Site which requires a registered account; and
- (d) any material, email or profile you have saved on the Site or on CUSG's server will be deleted, we recommend that you back up such material, email or profile from time to time.

8.4 The termination of your account does not mean cancellation of any Orders that have not been carried out, nor does it invalidate any legal consequences as a result of previous transactions.

9. Disclaimers

9.1 Unless otherwise stipulated in the Terms of Use or in any written agreement, to the maximum extent permitted by applicable law, all the content, information, Communication Service, Customer Services, product or information service are delivered on an "AS-IS" or "AS-AVAILABLE" basis and is only used for general instruction purpose. To the maximum extent permitted by applicable law, for such material, CUSG:-

- (a) does not provide any implicit or explicit guarantee or statement, including but not limited to the accuracy, completeness, reliability, security or appropriateness of such material, or whether such material is suitable for usage or whether it may constitute any infringement;
- (b) does not take any responsibility for any error, omission or false statement or fraudulent misrepresentation (explicit or implied);
- (c) will not account for any legal responsibility, obligation or responsibility for any damage, impairment or loss as a result of access and/or use of the Site, non-access and/or non-use of the Site, reliance on the Site or failure or incapability to access and/or use the Site or any information or service provided by the Site;
- (d) will not make any statement or guarantee regarding whether the Site contains virus or is infected by virus; and
- (e) will not account for any loss, damage or impairment as a result of or in relation to you sending information to CUSG online or the other way around.

9.2 You must ensure the accuracy of your personal data on your registered account (including your personal profile). To the maximum extent permitted by applicable law, CUSG will not take any responsibility for any material or information you provide (including your personal profile) that is inaccurate, false or untruthful.

10. Intellectual Property Rights

10.1 You acknowledge that material on our Site is subject to copyright protection, trade mark protection, patent protection and/or other applicable intellectual property rights (collectively, "IPR") including but not limited to all texts, domain names, business titles, trademarks, words, videos, audio as well as symbols and images.

10.2 You shall not copy, reproduce, modify, republish, display, distribute or spread content (whether in whole or in part) on our Site without our prior written consent. If such content involves a third party's IPR (other than CUSG's), authorization or permission from such third party must be acquired prior to any copying, reproducing, modifying, republishing, displaying, distributing or spreading of such content (whether in whole or in part).

11. Indemnity

- 11.1 To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless us, our related corporations, officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your access and/or use of the Site or your breach of these Terms of Use.
- 11.2 This Clause 11 shall remain effective after termination of your account.

12. Limitation of Liability

- 12.1 To the maximum extent permitted by applicable law, we and our related corporations, officers, directors, employees and agents will accept no liability whatsoever for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings or any other loss resulting from your access to, reliance on, or use of, or inability to use the Site and its content, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not we know of the possibility of such damage.

13. Governing Law

- 13.1 These Terms of Use will be governed by the laws of Singapore. You irrevocably submit to the exclusive jurisdiction of the courts of Singapore.
- 13.2 A person or entity who is not a party to these terms shall have no right under the Contracts (Rights of Third Parties) Act 2001 or any equivalent legislation in the world to enforce any term of these Terms of Use, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this section shall affect the rights of any permitted assignee or transferee of these terms.

14. Other Matters

- 14.1 CUSG reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms of Use, at any time. The modified Terms of Use will be shown to you when you log into the Site. It is your responsibility to read the modified Terms of Use. Once you access, connect, browse and/or use this Site, you accept and are subject to the modified Terms of Use. If you do not accept such amendments and/or modifications, you must stop accessing and/or using the Site. The modified Terms of Use will override the previous version.
- 14.2 If any part of these Terms of Use is held to be illegal, invalid or unenforceable, the illegal, invalid or unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect.
- 14.3 Clause headings within the Terms of Use are purely for reference and do not form part of or affect the interpretation of these Terms of Use.