

Rediffusion Service Terms and Conditions

1. ELIGIBILITY FOR SERVICE

- 1.1 Individual Customers must be at least twenty-one (21) years old.
- 1.2 At the time of application, Customers must not have any outstanding accounts with Rediffusion that are due and owing.
- 1.3 The availability of the Service is subject to:
- (a) availability of resources, including but not limited to, availability of a suitable network infrastructure at the time at which the Service is requested or delivered; and
 - (b) geographical coverage and technical capacity of the Rediffusion network and of the Rediffusion delivery systems at the time at which the Service is requested or delivered.
- 1.4 Rediffusion will not be responsible for the quality of the radio signals received through the DAB Radio Set. Rediffusion will only be responsible for the quality of the radio signals transmitted up to the point of pick-up or reception of such signals by the DAB Radio Set located at the Customer's premises. Without prejudice to the foregoing, Rediffusion will not be responsible for any failure, interruption or performance degradation arising from any failure to procure, install and/or maintain the DAB Radio Set.
- 1.5 Rediffusion reserves the right to decline acceptance of any Customer's application at its sole discretion.

2. DURATION OF SERVICE

- 2.1 The Subscription Period shall commence on the date on which the DAB Radio Set is installed at the Customer's premises. The Subscription Period shall be indicated on the Application Form according to the particular Subscription Plan for which the Customer has elected to subscribe, along with any bonus subscription months to which the Customer may be entitled (collectively referred to as "**Total Subscription Period**").
- 2.2 Rediffusion shall send a reminder and renewal notice to the Customer one (1) month prior to the expiry of the Total Subscription Period. The Subscription Period shall be automatically renewed based on the Customer's Subscription Plan, unless the Customer returns the DAB Radio Set to Rediffusion within two (2) working days from the end of the Total Subscription Period. DAB Radio Sets must be returned in the original packaging, in good condition (reasonable wear and tear excepted), and include all original "in-box" contents issued. The Customer may also contact Rediffusion Customer Services no less than two (2) weeks before the end of the Total Subscription Period to arrange for the collection of the DAB Radio Set at Rediffusion's standard rates. Rediffusion reserves the right to charge a Customer the cost price for any DAB Radio Set or other equipment which is not returned or that in the reasonable opinion of Rediffusion is not returned in good condition. Rediffusion will charge a Customer the standard rate for any DAB Radio Set or other equipment which is damaged, lost or stolen.
- 2.3 In the event that the Customer wishes to change Subscription Plan, the Customer must inform Rediffusion no later than two (2) weeks before the end of the Total Subscription Period. The Subscription Period shall then be automatically renewed at the end of the Total Subscription Period based on the Customer's new Subscription Plan.
- 2.4 The Service will continue until terminated according to these Terms and Conditions.

3. SERVICE

- 3.1 Rediffusion will provide the Service to the Customer at the Customer's premises in accordance with these Terms and Conditions and the particular Subscription Plan for which the Customer has elected to subscribe, unless the subscription is terminated in accordance with these Terms and Conditions.
- 3.2 Where the Customer is entitled to any bonus subscription months under the Customer's Subscription Plan, such bonus subscription months shall:
- (a) be conditional upon the Customer completing the full Subscription Period under the Customer's Subscription Plan; and
 - (b) commence upon the expiry of the Subscription Period.
- If a Customer does not complete the bonus subscription months, any credit remaining on the bonus subscription months will be lost. Refunds and compensation are not available on the bonus subscription months.
- 3.2 Unless otherwise permitted by Rediffusion in writing, the Service is provided to the Customer solely for the Customer's private listening and the Customer may receive and use the Service at the Customer's premises and for residential use only. The Customer must not broadcast in public or collect any fees for the broadcast of the content in the Service. Unless otherwise permitted by Rediffusion in writing, any use of the Service for commercial or business purpose or any other non-residential use, whether by the Customer or other persons at the Customer's premises is a breach of the Customer's terms of use of the Service. Unless otherwise permitted by Rediffusion in writing, the Service is supplied to residential properties exclusively. Where an agent subscribes for the Service (including but not limited to a management corporation for and on behalf of subsidiary proprietors, or an employer for and on behalf of employees), the agent warrants that the supply is to residential properties only.
- 3.3 Rediffusion may, at any time and without any notice to the Customer, temporarily suspend the Service for operational reasons such as repair, maintenance, upgrade or improvement of the Service or because of an emergency. Rediffusion will restore the Service as soon as reasonably practicable. Rediffusion may also modify the Service in order to keep pace with the prevailing demands and technological developments, at Rediffusion's discretion and without any notice to the Customer.
- 3.4 The subscription to and use of the Service is subject to any instructions, notices and directions as may be determined by Rediffusion from time to time.

4. CHARGES, BILLING AND PAYMENT

- 4.1** The subscription charge for the Services for the Subscription Period or part thereof is non-refundable. The Customer shall also be liable to pay Rediffusion's standard rates for delivery / collection of the DAB Radio Set to / from the Customer's premises.
- 4.2 Upon application, Customers are required to make prepayment in full of the subscription charges for the initial Subscription Period pursuant to Clause 2.1 above. Payment shall be made by cash, cheque, credit card or GIRO.
- 4.3** A refundable deposit ("**Deposit**") shall be payable by the Customer upon the successful installation of the DAB Radio Set as set out in the Application Form.
- 4.4 Unless otherwise stated, all charges quoted are subject to the prevailing rate of Goods and Services Tax.
- 4.5 Rediffusion reserves the right to change and adjust the charges quoted from time to time at its sole discretion. The revised charges shall take effect from the end of the Total Subscription Period in force at the time, and Customers will be duly notified of such changes at least one (1) month before they are to take effect.
- 4.6 Unless the Service is terminated pursuant to Clause 10, the Customer will be invoiced for the subscription fees in advance at the beginning of every Subscription Period or such intervals as may be approved by Rediffusion. The subscription fees shall be due and payable to Rediffusion no later than thirty (30) days from the date of the invoice, failing which the Customer will be subject to a standard late payment fee.
- 4.7** If a Customer elects to make payment of any charges by cheque, a crossed cheque is to be made payable to "Rediffusion Pte Ltd". Customers are required to write the invoice number and the customer reference number on the reverse side of the cheque. Cheques are to be mailed to "Rediffusion Pte Ltd, 12 New Industrial Road, #03-03 Morningstar Centre, Singapore 536202" and are to arrive within thirty (30) days from the date of the invoice.
- 4.8** If a Customer elects to make payment of any charges by credit card, the Customer may complete a credit card payment application form and send it to Rediffusion for processing. Once approved, the invoices issued to the Customer will indicate that the subscription fees and any other charges which will be charged to the Customer's credit card within two (2) working days from the date of the invoice. Payment by credit card is subject to the approval of the financial institution issuing the credit card and Rediffusion shall not be liable in any way if such financial institution refuses to approve the payment for any reason.
- 4.9** If a Customer elects to make payment of any charges by GIRO, the Customer may complete a GIRO application form and send it to Rediffusion for processing. GIRO applications take an average of four (4) – six (6) weeks to process. Customers are required to continue to make payments using other payment arrangements until they receive notification from Rediffusion that their GIRO application has been approved. Once approved, the invoices issued to the Customer will indicate that a GIRO deduction from the Customer's designated bank account will be made two (2) working days from the date of the invoice. Customers are required to ensure that they have sufficient funds in their designated bank account for the GIRO deduction. If the GIRO deduction is unsuccessful, a failed GIRO notice will be sent to the Customer and a charge as per Rediffusion's standard rates will be levied on the Customer for each failed GIRO deduction.
- 4.10 Any changes in the method of payment as requested by a Customer shall only be effected from the following Subscription Period onwards.

5. DAB RADIO SET

- 5.1 Upon payment of the subscription charges for each Subscription Period, the DAB Radio Set shall be rented to the Customer. The DAB Radio Set will remain at all times Rediffusion's property.
- 5.2 The Customer must keep the DAB Radio Set in a suitable place and appropriate conditions for the DAB Radio Set, including any necessary electrical power supply. The Customer must also use and maintain the DAB Radio Set in good working condition (fair wear and tear excepted) in accordance with the guidelines, instructions or specifications given to the Customer.
- 5.3 The Customer must ensure that the DAB Radio Set shall at all times remain in the Customer's custody at the Service Address and be used only to receive the Service.
- 5.4 The Customer are solely responsible for the DAB Radio Set and must not modify, tamper or in any way interfere with, nor allow anyone else (other than a person authorised by Rediffusion) to do so. The Customer will not change the serial number or any other identifier of the DAB Radio Set or perform a factory reset of the DAB Radio Set without Rediffusion's prior written consent. Rediffusion reserves the right to suspend or terminate the Customer's Service if Rediffusion determines, in Rediffusion's absolute discretion that the Customer has modified, tampered or in any way interfered with the DAB Radio Set.
- 5.5 Rediffusion warrants that the DAB Radio Set will be delivered in good working order to enable the reception of the Service. In the event that the DAB Radio Set is defective or fails to function properly, Rediffusion shall be responsible for repairing DAB Radio Set either on-site at the Customer's premises or replacing the DAB Radio Set as soon as practical from the date of notification of the defect by the Customer.
- 5.6 Rediffusion reserves the right to charge the Customer at Rediffusion's standard rates for responding to a service call and/or changing or replacing any defective DAB Radio Set, unless Rediffusion subsequently ascertain that the malfunction or defect is not caused by or attributable to the Customer's act, omission, equipment or systems.
- 5.7 The Customer must comply with all applicable laws and instructions, notices or directions issued by the relevant regulatory authority or Rediffusion from time to time in respect of the installation, use, operation or upgrade of the DAB Radio Set.
- 5.8 Upon Rediffusion's notification, the Customer will grant Rediffusion access to the DAB Radio Set and the Software embedded therein as and when Rediffusion deem necessary to carry out any DAB Radio Set upgrade.

6. SYSTEM REQUIREMENT AND INSTALLATION

- 6.1 The Customer will provide Rediffusion, Rediffusion's employees and contractors safe access to the Customer's premises for the delivery, installation or collection of the DAB Radio Set. The Customer represents and warrants that the Customer is the lawful owner or occupier of such premises and that the Customer has obtained all necessary permissions to allow Rediffusion, Rediffusion's employees and contractors to provide such delivery, installation and/or collection.

6.2 The DAB Radio Set is self-sufficient for the reception and broadcast of the Service. Where the Customer wishes to connect the DAB Radio Set to the Customer's own equipment and/or system, the Customer is responsible for ensuring that the Customer's equipment and/or system are compatible and may properly function and inter-operate with the DAB Radio Set and the Service in accordance with the requirements as set by Rediffusion from time to time. Rediffusion will not be liable for any failure of the Service or performance degradation caused by the Customer's equipment and/or system. The Customer acknowledges and accepts that certain equipment and systems cannot support the DAB Radio Set and Service.

6.3 Any Service failure due to subsequent changes to the system configuration after successful installation is the Customer's sole responsibility. Any charges as a result of rectifying such fault caused by the Customer or any third parties will be borne by the Customer.

7. LIABILITY

7.1 The Service is provided on an "as is" and "as available" basis and the Customer agrees and accepts that the Customer uses the Service or relies on any Content obtained through the Service at the Customer's sole risk. Rediffusion 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 the Customer from Rediffusion will create any warranty not expressly made in these Terms and Conditions.

7.2 If the Customer is dissatisfied with the Service, the content, or any of the terms and conditions of these Terms and Conditions, the Customer's sole and exclusive remedy is to discontinue accessing and using the Service or terminate the Service according to these Terms and Conditions.

8. PROPRIETARY RIGHTS

8.1 All content contained in sponsor advertisements or presented to the Customer through the Service by Rediffusion, Rediffusion's advertisers, content providers or third parties, are protected by copyrights, trade marks, service marks, patents or other proprietary rights and laws. The Customer agrees that the Customer is only permitted to use such Content as expressly authorised by Rediffusion, the advertiser, the provider or third party in question.

8.2 The Customer is not permitted to copy, reproduce, distribute, or create derivative works from such Content without prior written authorisation from Rediffusion, the advertiser, the provider or third party in question.

9. MATTERS BEYOND REDIFFUSION'S CONTROL

9.1 Rediffusion will not be liable for any delay or failure in performance under these Terms and Conditions resulting from matters beyond Rediffusion's control. These include acts of God, requirements of any governmental or regulatory authority, war, terrorism, 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 the Customer's equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving Rediffusion's employees) or epidemics of infectious diseases.

9.2 Without prejudice to paragraph (a) above, the Service may occasionally be affected by interference caused by objects beyond Rediffusion's control such as buildings, underpasses and weather conditions. When this happens, Rediffusion will not be responsible for any interruption or disruption of the Service or if the Customer cannot access or use the Service.

10. TERMINATING THE SERVICE

10.1 Without prejudice to the rights either party may have against the other party under these Terms and Conditions for any antecedent breach of these Terms and Conditions and subject to the provisions of this Clause 10, either Party may terminate the Service immediately by giving notice in writing to the other Party if:

- (a) the other Party commits any material breach of the provisions of these Terms and Conditions and, in a case of a breach capable of remedy, fails to remedy the same within fourteen (14) days after receipt of a written notice giving particulars of the breach and requiring it to be remedied;
- (b) if the premises or the building within which the premises is located is unable to receive the radio signals for any reason whatsoever; or
- (c) the requirements of any relevant regulatory authority results in Rediffusion having to stop providing the Service, or to provide the Service in a manner which is unacceptable to Rediffusion; or
- (d) for any reason beyond Rediffusion's control (including loss of any licence, way-leave or easement, requirements of any governmental or regulatory authority or orders by the court and failure to deliver by a third party supplier) Rediffusion are unable to provide the Service.

The effective termination date shall be the date on which the DAB Radio Set is returned to Rediffusion pursuant to Clause 10.7(b) below.

10.2 Without prejudice to the rights Rediffusion may have against the Customer under these Terms and Conditions for any antecedent breach of these Terms and Conditions and subject to the provisions of this Clause 10, Rediffusion may terminate the Service immediately by giving notice in writing to the Customer if:

- (a) the Customer repeatedly breaches these Terms and Conditions or breaches any term or condition which is incapable of remedy;
- (b) the Customer becomes or threatens to become bankrupt or insolvent, or dies;
- (c) the Customer makes any arrangement or composition with or assignment for the benefit of the Customer's creditors or go into either voluntary or compulsory liquidation or an Official Assignee, liquidator, receiver, trustee, judicial manager or administrator is appointed over any of the Customer's assets;

The effective termination date shall be the date on which the DAB Radio Set is returned to Rediffusion pursuant to Clause 10.7(b) below.

10.3 Where Rediffusion seeks to terminate the Service on account of the Customer's acts, omissions and/or breach of these Terms and Conditions, the Customer may immediately contact Rediffusion's customer service, either by calling Rediffusion's Customer Service line or visiting any of Rediffusion's Customer Service centres to explain to Rediffusion why such suspension or termination should not occur. Rediffusion will consider each case and where Rediffusion deem appropriate, will not proceed with the suspension or termination of such account or take any other appropriate action where necessary.

10.4 In the event that Rediffusion suspects that the Customer is using or allowing the Service to be used for fraud, misconduct or any other illegal or improper purpose, Rediffusion will refer this to the relevant authorities without notice to the Customer and comply with directions or guidelines issued by them without further reference to the Customer.

10.5 If and when the Customer makes good any breach or default, Rediffusion may restore any suspended or terminated Service after the Customer has paid for any restoration or re-connection charges and reimbursed Rediffusion for Rediffusion's reasonable costs in suspending or terminating the Service.

10.6 If the Service is terminated:

- (a) all sums due, accruing due or payable to Rediffusion in respect of the Service and as applicable, the DAB Radio Set up to the date of termination (including late payment charges) will, upon the termination, become immediately due and payable to Rediffusion;
- (b) the Customer must immediately return to Rediffusion the DAB Radio Set in good condition. Rediffusion will be entitled to charge the Customer Rediffusion's standard rate for repossessing or acquiring a replacement for a DAB Radio Set which the Customer fails to return to Rediffusion, or which is returned to Rediffusion in a damaged or defective condition; and
- (c) the Deposit will be refunded to the Customer.

10.7 The termination of the Service or these Terms and Conditions will not affect any accrued rights or remedies of either party against the other party.

11. AMENDMENTS TO TERMS AND CONDITIONS

11.1 Rediffusion reserves the right to amend, vary, or cancel these terms and conditions and/or such other terms and conditions agreed or accepted by the Customer at any time. Rediffusion may also from time to time withdraw, suspend, or change the Service or any part thereof. Such changes will take effect as from such date as Rediffusion may determine. Rediffusion will notify the Customer of such changes through written notice, electronic mail, Rediffusion website or such other form as Rediffusion may deem appropriate. The Customer agree that the display of the revised Terms & Conditions on Rediffusion website will constitute notice of the changes. The Customer's continued use of the Service will constitute acceptance of the changes.

11.2 Without prejudice to Clause 11.1 above, Rediffusion may change the Service by amending, substituting or withdrawing any channel or programme in such manner as Rediffusion may determine in Rediffusion's absolute discretion.

11.3 For promotional offers of the Service, special terms and conditions may apply.

11.4 In the event of any conflict between the English version of the Terms & Conditions and the Chinese translation thereof, the English version shall prevail.

12. WAIVER

If Rediffusion fails to enforce any of these Terms and Conditions, such failure shall not constitute a waiver of Rediffusion's rights including the right at a later time to enforce all these Terms and Conditions.

13. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore, and the Parties hereby submit to the exclusive jurisdiction of the courts of Singapore.