

Tracked Mail - Terms & Conditions

1 DEFINITIONS

- (i) "Basic Mail" means normal untrackable postage mail;
- (ii) "BMC" means SingPost's Bulk Mail Centre at 10 Eunos Road 8, Singapore Post Centre (via East Entrance – 10 Eunos Road 5), Singapore 408600;
- (iii) "Letterbox" means receptacle for receiving incoming mail at a private residence or business and correspond to the address of the recipient;
- (iv) "Maximum Weight Limit" means the weight limit as defined in Clause 2 below;
- (v) "Maximum Dimension Limit" means the dimension limit as defined in Clause 3 below;
- (vi) "Surcharges" means the additional charges payable by the Sender as defined in Clause 6 below;
- (vii) "Mail" means paper-based documents such as letters and Printed Paper;
- (viii) "Printed Paper" is homogenous mail which includes Direct mail, Annual reports, Books, Catalogues, Newspapers or Periodicals;
- (ix) "Personal Data" shall have the same meaning as set forth in the Personal Data Protection Act (Act 26 of 2012 of Singapore);
- (x) "Personal Data Protection Laws" means all applicable laws and regulations (including amendments to the laws and regulations and regulatory guidance) regulating data privacy and/or Personal Data in Singapore;
- (xi) "Recipient" means the individual or company named by the Sender to whom the Mail is to be delivered;
- (xii) "Sender" or "Customer" means the applicant or user of the Service, corporate or retail;
- (xiii) "Service" means the Tracked Mail provided by SingPost which allows local posting of a large volume of homogeneous and/or non-homogeneous Mail for domestic delivery only;
- (xiv) "SingPost" means Singapore Post Limited and its authorised contractor, sub-contractor or agent;
- (xv) "SMS" means the mode of telecommunication known as Short-Message-Service;
- (xvi) "Tracked Mail" means Mail with the following (i) within the weight and dimension limit as set out in Clauses 2 (Maximum Weight) and 3 (Maximum Dimension) below, (ii) with tracking number, and (iii) notification of successful delivery into letterbox;
- (xvii) "Unit-weight calculation" means determining unit rate based on averaging the total weight with the total quantity of each pre-sorted lodgement in the respective published weight steps;
- (xviii) "Working Day" means any day from Monday to Friday (excluding public holidays).

2 MAXIMUM WEIGHT

2.1 The maximum weight of each Mail and its contents shall not exceed the weight limit of 500 grams.

3 MAXIMUM DIMENSION

3.1 The maximum dimensions for each Mail: 324mm (length) x 229mm (width) x 65mm (height).



4 POSTING PROCEDURE FOR CORPORATE CUSTOMER

- 4.1 Mail should only be posted through the BMC.
- 4.2 Mail should only be for local/ domestic posting.
- 4.3 The Service label must be pre-printed on the packaging via ezy2ship at https://www.ezy2ship.net. Reuse of used Service label is strictly prohibited. In the event that SingPost uncovers any used Service label being reused on any Mail, Mail shall not be processed by SingPost for delivery and will be returned to the Sender with an administrative fee of Singapore Dollars of Twenty (S\$20.00)* for each return.
- 4.4 Postings can be made between the following hours and SingPost reserves the right to not accept or process any late lodgment that is posted later than the published time:

Monday to Friday, excluding Saturday, Sunday and Public Holidays: 9.00 am to 6.00 pm

- 4.5 Each posting must be accompanied with a 2 ply posting docket which are available free of charge at the BMC. After verification, one copy will be returned to the Sender for retention, either on the same day of posting or the next working day. Senders who require an extra duplicate copy (or copies) of the docket(s) must submit the extra copy (copies) during lodgment of the Mail. SingPost reserves the right to impose a service fee of Singapore Dollars Five (S\$5.00)* for the endorsement on the extra copy (copies) of docket(s) by SingPost.
- 4.6 Sender is required to fill in all relevant information in the posting docket.
- 4.7 Postage charges shall be paid either by (i) cashier's order or cheque made out in favor of 'Singapore Post Limited', (ii) cash, before or at the time of lodgment of the Mail or (iii) any credit terms, to be approved by SingPost.
- 4.8 The Mail in each posting must originate from the same customer account. They must be segregated in similar weight step and size and should comprise of only Mail within the maximum weight and dimension as set out in Clause 2 (Maximum Weight) and 3 (Maximum Dimension). Any posting that is not in accordance with the foregoing shall be rejected for posting.
- 4.9 The weight of the Mail declared on the posting docket must be in accordance with the published weight steps available at <u>https://www.singpost.com/trackedmail</u>, in order for SingPost to calculate charges accurately.
- 4.10 A minimum posting quantity of 20 pieces of Tracked Mail applies.
- 4.11 Any posting by the Sender falling below the aforementioned minimum posting quantity may, at SingPost's absolute discretion, be rejected for delivery at any time.

5 POSTING PROCEDURE FOR RETAIL CUSTOMER

- 5.1 Mail should only be posted through post office counters.
- 5.2 Mail should only be for local/ domestic posting.



- 5.3 The Service label must be pre-printed on the packaging via post office counters or ezy2ship at <u>https://www.ezy2ship.net</u>. Reuse of used Service label is strictly prohibited. In the event that SingPost uncovers any used Service label being reused on any Mail, Mail shall not be processed by SingPost for delivery and will be returned to the Sender with an administrative fee of Singapore Dollars of Twenty (S\$20.00)* for each return.
- 5.4 Postings can be done over post office counters from Monday to Friday, before 1pm. No posting can be done on Saturday, Sunday and Public Holiday.
- 5.5 Sender is required to fill in all relevant information in the posting form including the mobile number of recipient.
- 5.6 Postage charges should be paid at the time of posting at the post offices.
- 5.7 The Mail in each posting should comprise of only Mail within the maximum weight and dimension as per Clause 2 (Maximum Weight) and 3 (Maximum Dimension). SingPost reserves the right to reject any nonconforming Mail during acceptance at Post Office.
- 5.8 The weight of the Mail declared on the posting form must be in accordance with the published weight steps available at <u>https://www.singpost.com/trackedmail</u>, in order for SingPost to calculate charges accurately.

6 SURCHARGES

- 6.1 Any Mail which is posted by the Sender and which exceeds the Maximum Weight and/or Maximum Dimension Limit shall be subject to full payment of the Speedpost rates in addition to a handling fee of SGD\$1.00 per Tracked Mail.
- 6.2 Any Mail which has been underpaid by the Sender in postage shall be subject to full payment of the shortfall in postage plus a handling fee of SGD\$1.00 per Tracked Mail.
- 6.3 SingPost reserves the right to withhold delivery of overweight, oversize and/or underpaid Mail until full payment of outstanding postage charges and handling fee have been received.

7 COLLECTION CUT-OFF TIMES AND SERVICE LEVELS

- 7.1 The Sender shall ensure that Mail posted complies with the terms and conditions herein.
- 7.2 Subject always to any delay whatsoever, including, but not limited to, a delay which may arise as a result of SingPost's attempt to procure payment of any Surcharges in the manner set out in Clause 6 (Surcharges) SingPost shall use reasonable efforts to provide the following service levels based on the collection cut-off times set out below:-.
 - (a) BMC: Mail delivered by next 2 Working Days (Day of posting + 2 working days) only if the Mail is posted within the BMC's operating hours between 9.00 am and 6.00 pm on Monday to Friday, excluding Saturday, Sunday and Public Holidays.
 - (b) SingPost post office counter: Mail delivered by next 2 Working Days (Day of posting + 2 Working Days) only if the Mail is posted over Post Office counter before 1:00 pm on Monday to Friday, excluding Saturday, Sunday and Public Holidays.



- 7.3 Subject always to the Maximum Dimension Limit and Maximum Weight Limit having been complied with, the Mail cannot be delivered for any reason, including without limitation, if;
 - (a) the address stated in on the relevant Mail is invalid;
 - (b) the address stated in on the relevant Mail is a PO Box address;
 - (c) the address stated in on the relevant Mail is an overseas-linked My Mail Box; or
 - (d) the address stated in on the relevant Mail is an overseas address.
- 7.4 In the event that SingPost fails to deliver the Mail due to circumstances as set out in Clauses 4.3, 5.3, 7.3, 8.1(c) or any other circumstances as set out in the terms and conditions herein, SingPost shall use reasonable endeavors to return the Mail to the Sender, provided that:
 - (a) the Sender's address is clearly stated on the relevant Mail,
 - (b) the Sender's address is located in Singapore and
 - (c) full payment of the administrative charges has been received by SingPost.
- 7.5 Notwithstanding anything to the contrary in these terms and conditions herein, SingPost shall not be liable for any delay, loss or damage to the Mail arising from or in connection with its failure to perform any of its obligations hereunder if such failure is the result of circumstances outside its control including but not limited to the outbreak of war, any governmental act, explosion, accident, civil commotion, riot, industrial dispute, strike, lockout, stoppages or restraint of labour from whatever cause whether partial or general, weather conditions, traffic congestion, mechanical breakdown, obstruction of any public or private road or highway or any other force majeure, fire, flood or any other acts of God.

8 DELIVERY

- 8.1 SingPost will attempt to deliver the Mail to the Recipient in the following order:
 - a. Delivery to the Recipient's letterbox ("Letterbox Delivery");
 - b. If the Recipient's letterbox is full, doorstep delivery attempts will be made. In the event delivery is unsuccessful after another 2 attempts, SingPost will leave a delivery advice at the Recipient's letterbox and hold the item for another 5 working days.
 - c. In the event of the non-collection after 5 working days from the date of delivery advice, SingPost may, at its absolute discretion and on a commercially reasonable effort, return the package to the Sender, provided that the Sender's address is clearly indicated.

There will not be any subsequent delivery attempt to the Recipient's Letterbox or any redirection to any other address or to any other SingPost post office not stated in the delivery advice.

- 8.2 For Sender who has opted for SMS notification and has provided valid mobile number, SingPost will send SMS notifications to the Recipient (i) prior to delivery of their Mail at the Letterbox, (ii) upon successful delivery of the Mail at the Letterbox and/or (iii) upon delivery failure due to full Letterbox.
- 8.3 SingPost's obligations herein shall be deemed fully discharged: -
 - (a) upon completion of the Letterbox Delivery in accordance with Clause 8.1 (a); or



- (b) upon self-collection by the Recipient in accordance with Clause 8.1(b) or
- (c) Upon the expiry of 10 Working Days from the date of the delivery advice described in Clause 8.1 (c), after which the Mail will be sent back to Sender in such manner as set out in Clause 7.4 above.

9 SMS NOTIFICATION SERVICE

- 9.1 In respect of Sender who has opted for SMS notification service on behalf of recipient, SingPost's obligations herein shall be deemed fully discharged and the Recipient shall be deemed to have duly received the SMS when the SMS was sent by SingPost. SingPost shall not be obliged to inform the Recipient or the Sender (as the case may be) that the SMS had been sent or of the information which was sent via SMS.
- 9.2 The SMS may be blocked, delayed, partially delivered or prevented from being delivered by the relevant telecommunication service provider or for other reasons outside of SingPost's control. SingPost does not warrant that the SMS notification will be uninterrupted, reliable, confidential, secret, secure or error-free or that the SMS will reach the intended Recipient during or within any stated timeframe. Further, the SMS Service may, without notice to the Sender, be suspended for any reason including without limitation, due to any service breakdown, maintenance, modification, expansion and/or enhancement work to the network responsible for sending the SMS. Save for the notice of delivery contained in the SMS sent by SingPost, SingPost does not warrant or guarantee the accuracy, completeness, truth or reliability of the rest of the message transmitted via SMS. Notwithstanding the foregoing, SingPost's obligations are fully discharged in accordance with Clause 8.3. SingPost shall not be liable for consequences arising from any cause beyond its control including without limitation, failure of the Recipient's telecommunication device to receive information for whatever reason, any telecommunication breakdown, power failure, malfunction or interruption or inadequacy of equipment or installation.
- 9.3 The Sender agrees that the Recipient is responsible for any fees or charges levied by the Recipient's telecommunication service provider and any relevant terms and conditions of such service provider applicable to the provision of telecommunication services to the Recipient (including receiving and viewing of SMS).
- 9.4 The Sender agrees and confirms that the Sender has obtained the Recipient's agreement or consent to receive from SingPost via SMS containing (i) the Recipient's personal information and (ii) information relating to the SMS Service. SingPost shall not be liable or responsible for any actual or threatened loss or damage to the Sender or any third party as long as the SMS Service is provided using the particulars of the Recipient and the mobile number provided by the Sender to SingPost.

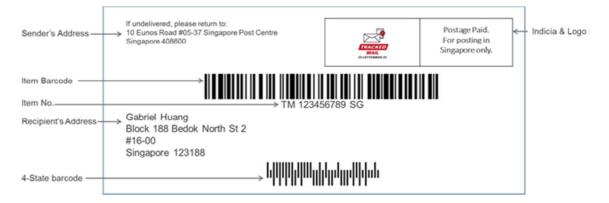
10 RESTRICTED AREAS

10.1 The Service is provided only to locations within the main island of the Republic of Singapore (including Sentosa Island and Jurong Island but excluding the other off-shore islands). SingPost do not deliver to any overseas addresses and My Mail Box addresses which requires to be redirected to an overseas address.



11 SENDER'S RESPONSIBILITIES

11.1 The Sender shall ensure that every Mail lodged at the BMC carries a barcode label ("Barcode Label"), a sample of which is set out below:-



- 11.2 The Sender shall ensure that the name and address of both the Sender and the Recipient are clearly and accurately stated on the Mail. By giving SingPost the name, address and valid mobile number of both the Sender and the Recipient, Sender consent to SingPost holding to the personal data for fulfillment of service. After delivery completion, SingPost will not be held liable for any data violation.
- 11.3 The Sender shall ensure that the Mail is packed adequately.
- 11.4 The Sender shall ensure that the Recipient's address indicated on the Mail is a valid Singapore address. SingPost will not deliver any Mail that is addressed overseas. If the Recipient's address is a My Mail Box address, the Sender shall ensure that the My Mail Box address stated will be redirected to a Singapore address only. SingPost shall not be responsible and shall not be held liable for non-delivery if the Mail is returned to the Sender or if the My Mail Box address requires to be redirected to an overseas address.
- 11.5 Sender shall ensure every Mail posted at BMC or over post office counters to have the Service label with acceptance at BMC/ post office. Mail not posted at BMC/ post office with acceptance scan will be treated as Basic Mail with no tracking.
- 11.6 SingPost will not be responsible for any Mail that is not posted at post office/BMC.
- 11.7 For Mail which are to be returned to Sender whose address is an overseas address, it will be transferred to the Returned Letter Unit and be held up no more than (3) months, after which the unclaimed Mail may be disposed in such manner as SingPost deems fit.
- 11.8 If the Recipient is a company or any entity other than an individual, the Sender shall ensure that:-
 - (a) the name of such company or entity;
 - (b) address; and
 - (c) name, department and/or section of the person to whom the Mail is to be marked to the attention of, are clearly and accurately stated on the Mail.



12 **PROHIBITION**

- 12.1 Dangerous and prohibited items, including but not limited to explosives, poison, flammable items, radioactive material, compressed gas, corrosive, firearms and any items which by its nature or packaging may expose officers of SingPost to injury or cause damage to other items, are prohibited by law and will not be accepted.
- 12.2 Compensation will not be payable under the Service, including but not limited to lost items such as coins, bank notes, currency notes, or securities of any kind payable to bearer under the Tracked Mail Service.

13 LIMITATION OF LIABILITY

- 13.1 SingPost shall have no liability towards the Sender or any other person whatsoever in the event that:
 - (a) The Recipient fails to collect the Mail by the expiry of 10 Working Days from the date of the delivery advice described in Clause 8.3 (c); or
 - (b) If the Mail is not adequately packed by the Sender or if the packaging does not conform to the Rules of Packing as set out in the Mailing and Packaging Tips (https://www.singpost.com/send-receive/receive-mail-parcel/mailing-packaging-tips).
- 13.2 SingPost shall not be in breach of these terms and conditions, and shall not be liable to the Sender for its failure to perform its obligations if, and to the extent that, such failure results from the Sender failing to perform any of its obligations under these terms and conditions.

14 FORCE MAJEURE

14.1. SingPost shall not in any case be liable for any loss or damage arising from or in connection with its failure to perform any of its obligations hereunder (including failure or non-performance by any person or entity acting on SingPost's behalf), if such failure is the result of circumstances outside its control including, but not limited, to the outbreak of war, any governmental act (including, but not limited to, any acts, restrictions, regulations, by-laws, prohibitions or measures of any kind imposed by any governmental authority), embargo, explosion, accident, civil commotion, riot, industrial dispute, strike, lockout, stoppages or restraint of labour from whatever cause whether partial or general, weather conditions, traffic congestion, mechanical breakdown, obstruction of any public or private road or highway or any other force majeure, fire, flood, outbreak of any communicable disease, epidemics of infectious diseases or any other acts of God

15 DISCLAIMER

15.1 Notwithstanding anything herein to the contrary, SingPost makes no representations or warranties whatsoever, express or implied with respect to the Service, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement to the fullest extent allowed by law and the Customer agrees and accepts that its use of the Service or any information obtained thereunder is at its sole risk.



15.2 Except for death and personal injury caused by SingPost's negligence, SingPost expressly excludes all other liability it may have to the Customer, including but not limited to any special, incidental, indirect, consequential or punitive damages, losses, costs or expenses, lost profit, revenue, business or anticipated savings, loss of data or goodwill, and all associated, incidental costs and expenses.

16 RETRIEVAL

- 16.1 SingPost may, but shall not be obliged to, assist the Customer with requests for retrieval of Mail and provided (a) the request is within one (1) month from the date of posting, and (b) the Mail has not already been (i) processed for delivery, or (ii) delivered. No request for redirection of address shall be entertained. Any Mail not collected by the Customer shall be disposed, at the sole discretion of SingPost.
- 16.2 For requests of retrievals (whenever it is possible), the Customer shall provide such information as may be required by SingPost, including but not limited to a full description of the Tracked Mail, full addressee information, type of envelope (colour and size) and the original posting receipt. The Customer shall pay an administrative fee of Singapore Dollars Twenty (S\$20.00)* for each retrieval request, including retrieval of Tracked Mail which have been returned to the Sender or which remain uncollected for whatever reasons.
- 16.3 Collection of all retrievals by the Customer of any Mail is only at the General Post Office located at 10 Eunos Road 8 SingPost Centre Singapore 408600.

17 DATA PROTECTION

17.1 The Customer represents, undertakes and warrants that the Customer will, prior to disclosing any Personal Data to SingPost, ensure that the individuals and/or Customers, to whom the Personal Data relates, have validly provided consent, in accordance with the requirements of the Personal Data Protection Act, for the collection, use and/or disclosure of the Personal Data for the purposes for which SingPost intends, as indicated in these Tracked Mail - Terms and Conditions or as SingPost may have notified Customer in writing and the Customer shall be deemed to be in breach, if any consent obtained by the Customer is subsequently determined by any competent Court or authority to be invalid.

18 APPLICABLE LAW AND JURISDICTION

- 18.1 These terms and conditions shall be subject to and construed in accordance with the laws of the Republic of Singapore. All proceedings in relation to any matter in dispute arising out of or connection with these terms and conditions shall be commenced in the courts of the Republic of Singapore and the parties hereby submit to the exclusive jurisdiction of such courts.
- 18.2 For the avoidance of doubt and without prejudice to Clause 17.1 hereof, it is hereby agreed and understood that these terms and conditions shall, notwithstanding anything contained herein, be subject to the Postal Services Act (Cap. 237A) including any statutory modification or re-enactment thereof and any rules and regulations made thereunder and any directions whatsoever which the Info-communications Media Development Authority has given or may give to SingPost or under any provisions of any license granted by the Info-communications Media Development Authority.

19 SEVERABILITY

19.1 If any of the provisions herein becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

20 VARIATIONS

20.1 SingPost reserves the right to amend these terms and conditions from time to time, and the Customer shall be bound to observe and comply with the prevailing terms and conditions as published on https://www.singpost.com. Further, it shall be the responsibility of the Customer to review the terms and conditions for any such changes, revisions, modifications or amendments and that your continued use of our Service constitutes your agreement to such updated terms and conditions.

21 ENTIRE AGREEMENT

21.1 The Customer shall be bound by and shall fully observe and comply with all the SingPost General Terms & Conditions, the terms and conditions herein, as well as such other terms and conditions as may be agreed between SingPost and the Customer. The rights and protections conferred on SingPost under the terms and conditions herein shall be additional to the rights and protections conferred on SingPost under the SingPost General Terms & Conditions and any other terms and conditions as may be agreed between SingPost General Terms & Conditions and any other terms and conditions as may be agreed between SingPost and the Customer. In the event that any of these terms and conditions are inconsistent with the SingPost General Terms & Conditions, the terms and conditions set out herein shall prevail.

* All charges stated herein are exclusive of Goods and Services Taxes ("GST") and are subject to prevailing GST.