

Digital Stamp Service Terms & Conditions ("T&Cs")

1 DEFINITIONS

- (i) "App" means the SingPost Mobile App that enables the purchase of Digital Stamp(s);
- (ii) "Basic Mail" means all paper contents such as letters, postcards or mail items in card form, printed papers or paper-based items in a paper-based envelope. Paper-based mail items may include but are not limited to annual reports, direct mail, books, catalogues, newspapers and periodicals;
- (iii) "Customer" means a customer and/or addressee who is using the Service (as defined below);
- (iv) "Delivery Notification" means the notification of the processing of Digital Stamp;
- (v) "Digital Stamp" means the SingPost Digital Stamp purchased via the App and comprises the 9 digit alphanumeric code to indicate the prepayment of postage of an Item;
- (vi) "Service" means the Digital Stamp service provided by SingPost which allows the mailing of Basic Mail; and
- (vii) "Working day" means Mondays to Fridays (excluding public holidays).

2 SERVICE

- 2.1 Allowing the Customer to prepay the postage for sending Basic Mail with the purchase of Digital Stamp via the App. Digital Stamp is applicable for sending Basic Mail within Singapore only.
- 2.2 A Digital Stamp may only be used once. The Customer may not write the same alphanumeric code on more than one Basic Mail. Doing so would be in breach of the Postal Services Act 1999 and the Penal Code 1871.
- 2.3 The Customer is responsible for ensuring that the correct value Digital Stamp is used for the Basic Mail. No credit or refund will be made if a Digital Stamp of greater value than that required for the Basic Mail is purchased.
- 2.4 The Customer must write the Digital Stamp in the top right hand corner only of a Basic Mail and in the manner specified by SingPost and as shown in the "How to use Digital Stamp" section of the App at time of purchase. If a Digital Stamp is not written in the specified manner, a delivery and Delivery Notification may not be possible.
- 2.5 The Digital Stamp has to be written either in dark blue or black ink pen or marker in block capitals. Ensure the handwriting is clear, legible, and the individual characters must not stick together, smudge or contact any other interfering elements so our sorting facility can process it smoothly.
- 2.6 Customer is advised to include a sender address on the top on the back of the Basic Mail, failure to do so may result in the Basic Mail being disposed of where delivery cannot be achieved.
- 2.7 The Digital Stamp is valid for sending for 12 (twelve) months from the date of purchase. The relevant expiry date is stated on the Digital Stamp and shall not be extended for any reason whatsoever. The value of any expired Digital Stamps shall not be refundable.
- 2.8 Physical stamps may not be added to make up postage for the service. Multiple Digital Stamps may be used to achieve the correct postage.
- 2.9 The Service is not a tracked service.



3 MAXIMUM WEIGHT

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

4 MAXIMUM DIMENSION

- 4.1 The maximum dimensions for each Basic Mail must not exceed 324mm (length) x 229mm (width) x 14mm (height).

5 PAYMENT OF CHARGES

- 5.1 To make a payment, the Customer must follow the instructions on the App and make the payment using one of the payment options provided in the App.
- 5.2 The Charges will be SingPost's stated prices at the time when the Customer purchases the Digital Stamp. The prices may be subject to change from time to time with reasonable prior notice. Digital Stamps that are purchased prior to any price revision are still valid and can be used before its expiry date.

6 NO CANCELLATION OR REFUNDS

- 6.1 Once payment has been completed and the Digital Stamp(s) have been sent to the Customer, the Customer may not cancel the purchase and the price paid will not be refundable. The value of all expired Digital Stamps are also not refundable.

7 DISCRETION TO REFUSE BASIC MAIL FOR POSTING

- 7.1 SingPost reserves the right in its sole discretion to refuse and/or reject a delivery in the following circumstances:
- a) the Digital Stamp on the Basic Mail is obscured, defaced, incomplete or otherwise unreadable or invalid;
 - b) insufficient postage has been purchased for the Basic Mail;
 - c) the Basic Mail does not comply with the weight and dimensions specifications set out in these T&Cs;
 - d) the Digital Stamp on the Basic Mail is a duplicate of a Digital Stamp that has already been used on another Basic Mail;
 - e) the Digital Stamp is not positioned at the top right hand corner on the front of the Basic Mail;
 - f) the written address of the recipient is incomplete, illegible, incorrect, cannot be located or does not conform to postal requirements; or
 - g) the Basic Mail contains prohibited items.
- 7.2 Pursuant to 7.1(b), SingPost is entitled to demand Customer to make the payment of the difference between the price paid for the Digital Stamp and the correct postage, plus a processing surcharge. If the sender is unknown, SingPost reserves the right to collect the shortfall from the recipient or to dispose of the Basic Mail without incurring any liability whatsoever to the customer or anyone else.
- 7.3 In the event that delivery cannot be completed by SingPost for any reason (not limited to the circumstances set out in Clause 7.1 above), and the written address of the sender is incomplete,

illegible, incorrect, cannot be located or does not conform to postal requirements, SingPost reserves the right to dispose of the Basic Mail without incurring any liability whatsoever to the customer or anyone else.

8 RIGHTS TO USE THE SERVICE

8.1 The Customer must not:

- a) dishonestly access any other person's accounts on the App to utilise the Service;
- b) illegally, fraudulently or dishonestly generate a Digital Stamp in any way other than by way of paying for the Service through the App;
- c) send any material which does not comply with these T&Cs;
- d) introduce or permit the introduction of any malicious code into the App, or interfere with, damage or disrupt any part of the App or any product or any network or equipment used in the provision of the Service; or
- e) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the App in whole or in part, in respect of the Service.

8.2 The Customer agrees that all intellectual property rights relating to the Service remain the property of SingPost and agree that they shall not copy, modify or adapt the Digital Stamp or any part of the Service or App in any way.

9 TERM AND TERMINATION

9.1 SingPost reserves the right to terminate or suspend Customer's use of the App and/or Service without any liability or notice:

- a) if Customer materially breaches these T&Cs; or
- b) if SingPost reasonably believes that the Service is being or has been used by the Customer in a manner which is negligent, illegal, fraudulent; or
- c) for other inappropriate purpose, including where such actions are by a third party as a result of Customer's negligence or recklessness; or
- d) if SingPost are required to do so by law or regulation.

9.2 SingPost reserves the right in its sole discretion to terminate or cancel any transactions which are in progress upon such termination and/or suspension of Customer's use of the App and/or Service.

10 CLAIMS

10.1 SingPost shall not be liable, whether in contract, tort (including negligence and breach of duty) or otherwise, for any direct, indirect, special or consequential losses or damages, postage charges paid, costs and expenses arising from or in connection with (a) delay in delivery for any reason whatsoever, or (b) non-delivery because of incomplete or inaccurate addresses provided, or (c) the detention or confiscation of the item by the relevant authorities in any jurisdiction, or (d) paper-related items such as documents or lost money (including but not limited to coins, bank notes, currency of any countries regardless of their value, bullion, securities or negotiable instruments equivalent to cash such as endorsed stocks, bonds and cash letters of any kind payable to bearer under this Service), gem stones, precious stones, numismatics or any collectible items regardless of value, or (e) item is not adequately packed by the Customer or if the packing does not conform to the Mailing and Packaging Tips and Packaging Guidelines as set out in the Postal Services Guide, which is available on www.singpost.com. For avoidance of doubt, SingPost shall not be liable for any costs incurred by the Customer in reconstituting, reproducing, or replacing any lost or damaged

documents (including but not limited to passports, deeds, financial instruments, or certificates), regardless of whether such loss was caused by SingPost's negligence.

11 DANGEROUS AND PROHIBITED ITEMS

- 11.1 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 or third parties to injury or cause damage to other postal items, are prohibited by law and will not be accepted.
- 11.2 Money (including but not limited to coins, bank notes, currency of any countries regardless of their value, bullion, securities or negotiable instruments equivalent to cash such as endorsed stocks, bonds and cash letters of any kind payable to bearer under this Service), gem stones, precious stones, numismatics or any collectible items regardless of value are unacceptable items under the Digital Stamp Service and SingPost shall neither be responsible for nor compensate losses and claims relating to any such items that are delivered under the Digital Stamp Service.

12 FORCE MAJEURE

- 12.1 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.

13 DATA PROTECTION

- 13.1 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 Laws, for the collection, use and/or disclosure of the Personal Data for the purposes of delivery of the Customer's Basic Mail by SingPost 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.

14 SEVERABILITY

- 14.1 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.

15 VARIATIONS

- 15.1 SingPost reserves the right to amend these T&Cs from time to time, and the Customer shall be bound to observe and comply with the prevailing T&Cs as published on www.singpost.com. Further,



it shall be the responsibility of the Customer to review the T&Cs for any such changes, revisions, modifications or amendments and that your continued use of our Service constitutes your agreement to such updated T&Cs.

16 ENTIRE AGREEMENT

- 16.1 The Customer shall be bound by and shall fully observe and comply with all the SingPost General Terms & Conditions, which is available for download at www.singpost.com, 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 these Digital Stamp Service Terms and Conditions shall be additional to the rights and protections conferred on SingPost under the SingPost General Terms and Conditions and any other terms and conditions as may be agreed between SingPost and the Customer. In the event that any of these Digital Stamp Service Terms and Conditions are inconsistent with the SingPost General Terms and Conditions, these Digital Stamp Service Terms and Conditions set out herein shall prevail.

17 APPLICABLE LAW AND JURISDICTION

- 17.1 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.
- 17.2 For the avoidance of doubt and without prejudice to Clause 15.1 hereof, it is hereby agreed and understood that these terms and conditions shall, notwithstanding anything contained herein, be subject to the Postal Services Act 1999 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.

** All charges stated herein are inclusive of Goods and Services Taxes ("GST").*
