



## My Mail Box Service Terms & Conditions

### 1 DEFINITIONS

- (i) **"Box Number"** means the post office box number (but not a physical box) allocated by SingPost to the Subscriber for the purposes of the Service;
- (ii) **"Mail"** refers to ordinary mail (including registered mail) but excludes items to be delivered via courier (including Speedpost);
- (iii) **"Registered Address"** means the Subscriber's mailing address registered with SingPost in the Subscriber's application form for the Service;
- (iv) **"Service"** means the service offered by SingPost to Subscribers whereby the Subscriber will be allocated a Box Number to which Mail for the Subscriber may be addressed and SingPost will deliver Mail addressed to such Box Number to the Subscriber's Registered Address in Singapore;
- (v) **"Subscriber"** means the successful applicant of the Service; and
- (vi) **"Working Day"** means any day from Monday to Friday (excluding public holidays).

### 2 SCOPE OF SERVICE

- 2.1 Mail addressed to the Subscriber's Box Number will be delivered by SingPost to the Subscriber's Registered Address without the Subscriber being required to collect the said Mail physically at SingPost's premises.
- 2.2 Notwithstanding Clause 2.1 above, SingPost may determine, in its absolute discretion, whether to deliver any Mail addressed to the Subscriber's Box Number.
- 2.3 For the avoidance of doubt, the Box Number may not be used as the address on any Mail to be delivered by a third party in the event that such third party specifically requires the Subscriber to provide full details of the Subscriber's mailing address.

### 3 FEES

- 3.1 The subscription fees payable for the Service is renewable on an annual basis based on prevailing fees. The initial Service period is one (1) year. Service of the subscription will not begin until all fees have been processed
- 3.2 The Subscriber may apply for a choice or a golden Box Number subject to a one-time fee payable in addition to the abovementioned fees. The Subscriber may call SingPost's P.O. Box Section at 1605 to apply for a choice or a golden Box Number.
- 3.3 Subject to Clause 9.2, all fees shall be paid by the Subscriber in advance. The bill for renewal of annual subscription to the Service will be sent to the Subscriber's Box Number.
- 3.4 The subscription for the Service is automatically renewed annually unless terminated in accordance with these My Mail Box Service Terms & Conditions.



## 4 TERMINATION

### 4.1 By the Subscriber

- (a) The Subscriber may terminate the Service by giving SingPost written notice of at least seven (7) Working Days and the Service shall be terminated within seven (7) Working Days from the date of the Subscriber's written notice.
- (b) In the event that the Subscriber terminates the Service prior to the expiry of the subscription period, whether in accordance with Clause 4.1(a) or otherwise, the subscription fees with respect to any unused portion of the subscription period shall not be refunded.

### 4.2 By SingPost

- (a) SingPost may terminate the Service at any time and is not bound to give any reason whatsoever, without being liable to damages or otherwise for the said termination, save that SingPost shall refund to the Subscriber the subscription fees with respect to any unused portion of the subscription period.
- (b) SingPost may terminate the Service immediately in the event that the Subscriber breaches any of these My Mail Box Service Terms & Conditions. In such an event, the Subscriber shall not be entitled to any refund of the subscription fees with respect to any unused portion of the subscription period, without prejudice to any other rights or remedies SingPost may have against the Subscriber under these My Mail Box Service Terms & Conditions, in law or equity.
- (c) SingPost may terminate the Service on grounds of national interest, public safety or for any other reasons. In the event that this right is exercised, SingPost shall not be liable to the Subscriber or any third party for any loss or damage arising from the termination of the said Service. Mail affected by such termination of the Service will not be delivered in accordance with the Service but will be disposed of according to the provisions of the Postal Services Act (Cap. 237A) and any rules and regulations made thereunder.
- (d) SingPost may, without prejudice to any other rights or remedies of SingPost and notwithstanding the waiver of any previous breach, forthwith terminate the Service, if:
  - (i) the Service is not renewed due to non-payment of fee after the due date of the official bill;
  - (ii) the Subscriber shall be adjudged a bankrupt or if a receiving order be made against him or if he makes any composition or arrangements with or without assignment for the benefit of his creditors;
  - (iii) the Subscriber, in the case of a corporation, has a winding-up petition presented against it, or receiver appointed, or a receiver and manager appointed or a judicial manager appointed;
  - (iv) SingPost is of the opinion that the Subscriber has failed to observe and perform any of the rules and regulations or conditions of the agreement with SingPost.

Upon termination of the Service, the Subscriber shall be liable to SingPost for all fees due up to and including such date without prejudice to any other rights or remedies SingPost may have against the Subscriber under these My SingPost Box Service Terms & Conditions, in law or equity.



## **5 CONSEQUENCES OF TERMINATION**

5.1 When the Service is terminated by the Subscriber prior to the expiry date of the subscription period, any Mail addressed to the Box Number which SingPost receives on or before (a) the seventh day after the date of termination or (b) the expiry of the subscription period (whichever is earlier) shall continue to be delivered to the Registered Address. Any Mail addressed to the Box Number which SingPost receives thereafter will be returned to the sender and SingPost shall not be liable in any way for the non-delivery of such Mail.

5.2 In the event:

- (a) the Subscriber does not pay the fees for renewal of subscription to the Service within ten (10) Working Days from the expiry date of the previous subscription period
- (b) the Subscriber has breached these My Mail Box Service Terms & Conditions,

the Service shall be terminated with immediate effect. Any Mail addressed to the Box Number which SingPost receives on or before the date of the termination shall be delivered to the Registered Address on the day of termination. Any Mail addressed to the Box Number which SingPost receives after the date of termination of the Service shall be returned to the sender and SingPost shall not be liable in any way for the non-delivery of such Mail.

## **6 SUBSCRIBER'S RESPONSIBILITY**

6.1 The Subscriber shall:

- (a) ensure that the Service is not used for any illegal or unlawful purpose including but not limited to gambling or vice.
- (b) ensure that the name (use of pseudonym is not permitted) and Registered Address that is provided in the application form for the Service is substantiated by valid documents, including but not limited to the Business Registration Certificate, identity card, passport or such other documents required by SingPost, and such documents shall be submitted to SingPost for verification within seven (7) Working Days of the application for the Service.
- (c) ensure that the Registered Address provided for the re-direction of Mail received at the allocated Box Number;
  - (i) is accurate and be responsible for all information provided and declaration made in respect of the application for the Service.
  - (ii) is a valid Singapore-based address
- (d) ensure that the Service is not used by any other person / company except with SingPost's prior written approval.
- (e) promptly inform SingPost of any change in the Registered Address.

## **7 SINGPOST'S RIGHTS**

7.1 Box Numbers are the property of SingPost and the Subscribers have no proprietary right to the Box Number assigned. SingPost reserves the right to alter and /or allocate any Box Number of, or to, the Subscriber at any time without being liable to the Subscriber for loss or inconvenience attributable to



such alteration / allocation of the Box Number whatever may be the cause for the alteration / allocation.

- 7.2 Mail bearing the address of the Box Number will be delivered to the Registered Address, regardless of the name or addressee of such Mail. A sticker bearing the Registered Address will be affixed on the item. In the event that the item is not delivered for any reason whatsoever, it will be returned to the sender (only if the address of the sender is clearly stated on the exterior surface of the item) with the sticker bearing the Registered Address of the Subscriber affixed thereon.

## **8 LIMITATION AND EXCLUSION OF SINGPOST'S LIABILITY**

- 8.1 Notwithstanding any other provision in these My Mail Box Service Terms & Conditions, the parties agree that SingPost shall not be liable to the Subscriber or to any third party for any damage or loss arising from the Service. In the event of any damage, loss or injury suffered or sustained by a third party or by SingPost arising from the Service, the Subscriber shall indemnify and keep SingPost indemnified in full against any cost, damage, loss, liability and expense.

- 8.2 SingPost shall not, in any event, be liable for:

- (a) any indirect or consequential loss or damage (including but not limited to the loss of profits, business, anticipated savings);
- (b) any loss or damage arising from or in connection with:
  - (i) 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;
  - (ii) any defects in respect of the article, even if known to SingPost when SingPost had accepted it;
  - (iii) the Subscriber's acts or omissions, including but not limited to insufficient or improper packing, security or addressing;
  - (iv) any action or omission by anyone other than SingPost including but not limited to:
    - (1) the sender of the article;
    - (2) the addressee;
    - (3) an interested third party;
    - (4) the carrier or other third party contracted by SingPost to serve locations that SingPost does not serve directly. SingPost shall not be liable notwithstanding that the Subscriber is unaware or does not ask about a third party arrangement.
  - (v) electrical or magnetic damage to, or erasure of electronic or photographic images or recordings;
  - (vi) any loss of secrecy in communication arising from the use of this Service;
  - (vii) the hazardous, fragile or brittle nature of the mechanical derangement of the goods;
  - (viii) any consequences of delay or confiscation by any competent authority as a result of the discovery of prohibited contents.



## 9 ADDRESS FORMAT

9.1 All Mail posted for delivery under this Service must bear an address in the following format:

Name of Subscriber  
My Mail Box No. 88XXXX  
Singapore 91XXXX  
(where XXXX are the numerals allocated to the Subscriber under this application)

For Mail posted from an overseas country, the word "Singapore" must be indicated at the last line of the address.

9.2 SingPost reserves the right to refuse delivery of any Mail not bearing the above address format and return such Mail to the sender.

## 10 DELIVERY OF MAIL

10.1 SingPost will require additional 1 – 2 working days to process the items, thereafter, Ordinary and Registered items addressed to the Box Number will be delivered according to the delivery standard applicable.

10.2 When the amount of mail addressed to the Box Number exceeds 30 items per day, the Subscriber shall have to subscribe to SingPost's Corporate Mail Delivery (CMD) Service, failing which SingPost reserves the right to terminate the Service without being liable in damages or otherwise to the Subscriber for such termination.

## 11 CHANGE OF ADDRESS

11.1 The Subscriber may apply for change of Registered Address subjected to a one-time administrative fee payable for each change of registered Address application during the subscription period. A fee of \$30\* (excluding GST) shall be charged for each change during the subscription period. The Subscriber is required to give written notice of at least three (3) Working Days to effect such change.

## 12 DATA PROTECTION

12.1 The Subscriber represents, undertakes and warrants that:

- (a) the Subscriber will, prior to disclosing any Personal Data (as defined in the Personal Data Protection Act 2012, No. 26 of 2012 (the "PDPA") to SingPost, ensure that the individuals and/or Subscriber, to whom the Personal Data relates, have validly provided consent, in accordance with the requirements of the PDPA, for the collection, use and/or disclosure of the Personal Data for the purposes for which SingPost intends, as indicated in these My Mail Box Service Terms & Conditions or as SingPost may have notified the Subscriber in writing;
- (b) the Subscriber and/or the individuals to whom the Personal Data relates, have validly provided clear and unambiguous consent, in accordance with the requirements of the PDPA, for SingPost or its data intermediaries to send Specified Messages (as defined in the PDPA) to the individuals' and/or Subscriber's Singapore telephone number, address or email
- (c) it will use such form(s), document(s) or language as may be provided by SingPost from time to time to obtain consents from the individuals or itself;
- (d) the Subscriber shall be deemed to be in breach of this Clause, if any consent obtained by the Subscriber is subsequently determined by any competent Court or authority to be invalid.



### **13 ENTIRE AGREEMENT**

13.1 The Subscriber shall be bound by and shall fully observe and comply with all the SingPost General Terms & Conditions as well as such other terms and conditions as may be agreed between SingPost and the Subscriber. The rights and protections conferred on SingPost under these My Mail Box Service Terms & Conditions 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 and the Subscriber. In the event that any of these My Mail Box Service Terms & Conditions are inconsistent with the SingPost General Terms & Conditions, these My Mail Box Service Terms & Conditions shall prevail.

### **14 AMENDMENTS**

14.1 SingPost reserves the right, in its sole discretion to change, update, modify or amend any of the terms and conditions stated herein, from time to time, without any prior notice to the Subscriber and the Subscriber shall be bound to observe and comply with the terms and conditions herein and any amendments thereof. Further, it shall be the responsibility of the Subscriber to review the terms and conditions for any such changes, revisions, modifications or amendments and that the Subscriber's continued use of the Services constitutes the Subscriber's agreement to such updates terms and conditions.

### **15 GOVERNING LAW**

16.1 These My Mail Box Service Terms & Conditions shall be subject to and construed in accordance with the laws of the Republic of Singapore and the parties hereby submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

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

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