

Terms of R Tone Service

1. ADDITIONAL AGREEMENT For R TONE APP.

CCS R Tone, internet telecommunication software application, including any improvements, modifications, enhancements, fixes, updates, upgrades and future versions thereto (“Updates”) and whether made available for free or for a fee (collectively the “App”) is licensed (not sold) to you by CCS and their respective partners, affiliates, and agencies. Your agreement with CCS R Tone is made up of the terms and conditions set out in this document (the “**Terms**”).

2. ACCEPTANCE OF THE TERMS OF SERVICE

You agree to be bound by the Terms and Service if you have signed the Services Registration and Application Form shown in the Cover Sheet. If you do not agree to the Terms, you may not activate or use the services. We advise you to print a copy of these Terms for your records. These Terms remain effective from the date of acceptance until terminated by you or CCS in accordance with clauses 16.2 of General Terms and Conditions. You cannot accept these Terms if: (i) you are not lawfully entitled to use the App in the country in which you are located or resident or ii) if you are not of legal age to form a binding agreement with CCS. In addition, by you downloading the App from Appstore, Google Play, or Blackberry World you agree to the applicable terms of the license of Apple, Google, and Blackberry which will bind you. CCS may make changes to Terms of service from time to time, without prior notice to you. CCS will publish the changes at the website (www.ccsidd.com). The changes will be effective when published. Please review the Terms of service on a regular basis. You understand and agree that your express acceptance of the amended Terms of service, or if you continue to use the Services after the date of publication, shall constitute your agreement to the updated Terms of service. You agree that if you do not accept any amendment to the Terms of service then i) you shall immediately stop accessing and/or using App or any other part of the Services and ii) you will send an email (service@ccsidd.com) or fax (+65 6748 4812) to us for disagreement of amendment.

3. The R Tone Services

The calling services will allow you to make calls to conventional telephone numbers around the world (subject to your contact being in an area or jurisdiction which we at the time supports). The calling services enable you to place voice calls over the public switched telephone network, terminating on both fixed and mobile telephony networks. In more detail, CCS is using Level “3” numbers according to national numbering plan provided by Infocomm Development Authority of Singapore (IDA) and routing parts of the call over the internet. The calling services (however, not all features) are available from smartphone. In some cases it is possible to originate a call via 3G, 4G or WiFi. We can offer termination in several countries around the world, but we cannot guarantee that we support termination in all countries or to all phone numbers or that we always will support termination to any particular country or

phone number. We make no representation that our Services are available for use in any particular location. Note that certain parts of the call will be routed over the Internet.

These communication services and products are i) IDD services ii) Local call services iii) International Roaming services

4. USE OF R TONE

4.1 R Tone App In order to use the R Tone you will need an Internet data connection. You are responsible for providing 3G and 4G data, WiFi or any internet connectivity (Internet Data) and charges on Internet Data (if you do not have a data plan), when using R Tone service. You are responsible to monitor internet bandwidth utilization and upgrade to higher bandwidth if required to ensure the availability of the Service; Additional charges shall apply in the event of an upgrade in bandwidth. You agree to use the services only in such way that is permitted by the Terms of service and to act in compliance with any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. It is your responsibility to ensure that you are legally allowed to use the services where you are located. If any laws applicable to you restrict or prohibit you from using the services, you must comply with those legal restrictions or, if applicable, stop accessing and/or using the services. You acknowledge and understand that the voice communication service provided by CCS is not a traditional telephone service or a replacement for your primary telephone service.

4.2 Use of Your App This App Software may use the processing capabilities, memory and bandwidth of the mobile device (or other applicable device) you are using, for the limited purpose of facilitating the communication and establishing the connection between App users. If your use of the App Software is dependent upon the use of a processor and bandwidth owned or controlled by a third party, you acknowledge and agree that your license to use the App Software is subject to you obtaining consent from the relevant third party for such use. You represent and warrant that by accepting these Terms, you have obtained such consent.

4.3 Updates to the App Software. CCS may automatically check your version of the CCS App Software. You may be required to enter into an updated version of these Terms to be able to download or otherwise take advantage of any Updates. CCS has no obligation to make available any Updates. However, CCS may require you to download and install Updates. These updates are required to maintain software compatibility, provide security updates or bug fixes, or offer new features, functionality or versions. You agree to receive such updates from CCS in order to continue using the CCS App Software and you agree to accept such Updates subject to these Terms.

4.4 Suspension, technical improvement and maintenance. From time to time, CCS may need to perform maintenance on or upgrade the Software, Products or CCS Website or the underlying infrastructure that enables you to use App Software,

Products or CCS Website. This may require CCS to temporarily suspend or limit your use of some or all of the Software, Products or CCS Website until such time as this maintenance and/or upgrade can be completed. You will not be entitled to claim damages for such suspension or limitation of the use of any Software, Product or CCS Website.

4.5 No Access to Emergency Services. Neither the Products nor the Software are intended to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care unit or any other kind of services that connect a user to emergency services personnel or public safety answering points. There are important differences between traditional telephone services and the Products. You acknowledge and agree that: (i) CCS is not required to offer access to Emergency Services under any applicable local and/or national rules, regulations or law; and (ii) it is your responsibility to purchase, separately from the Products, traditional wireless (mobile) or fixed line telephone services that offer access to Emergency Services.

4.6 Content of Communications. CCS is not the source of, does not verify or endorse and takes no responsibility for the content of communications made using the App Software. By using the App Software, you agree that any content that you submit may be transmitted to the recipient of your communication. The content of communications is entirely the responsibility of the person from whom such content originated. You therefore may be exposed to content that is offensive, unlawful, harmful to minors, obscene, indecent or otherwise objectionable. The content of communications may be protected by intellectual property rights, which are owned by third parties. You are responsible for the content you choose to communicate and access using the App Software. In particular, you are responsible for ensuring that you do not submit material that is (i) copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner (ii) a falsehood or misrepresentation (iii) offensive, unlawful, harmful to minors, obscene, defamatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or that encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise objectionable; (iv) an advertisement or solicitation of business; or (v) impersonating another person. CCS reserves the right (but shall have no obligation) to review content for the purpose of enforcing these Terms. CCS may in its sole discretion block, prevent delivery of or otherwise remove the content of communications as part of its effort to protect the Software, Products or its customers, or otherwise enforce these Terms. Further, CCS may in its sole discretion remove such content and/or terminate these Terms and your User Account if you use any content that is in breach of these Terms.

4.7 Notice and Take-Down. If CCS receives any notification that any material that you post, upload, edit, host, share and/or publish on the CCS Website or through the App Software (excluding your private communications) (“User Submission”) is inappropriate, infringes any rights of any third party, or if CCS wishes to remove your User Submission for any reason whatsoever, CCS reserves the right to automatically remove such User Submission for any reason immediately or within such other timescales as may be decided from time to time by CCS in its sole discretion. The User Submission shall be taken down without any admission as to liability and

without prejudice to any rights, remedies or defenses, all of which are expressly reserved. You acknowledge and agree that Flexiroam is under no obligation to put back such User Submission at any time. If User Submissions infringe, or if you believe that User Submissions infringe any of your rights (including intellectual property rights) or are unlawful, please contact us immediately. Flexiroam reserves the right to ask for verification of your identity and to seek further information to verify your complaint. You agree that you are solely responsible for the consequences resulting from your complaint (including but not limited to removal or blocking of the User Submission) and you acknowledge and agree that any complaint may be used in court proceedings. Any false, misleading or inaccurate information provided by you may result in civil and criminal liability.

4.8 Quality. CCS cannot guarantee that the App Software, Products or CCS Website will always function without disruptions, delay or errors. A number of factors may impact the quality of your communications and use of the Software, Products (depending on the Products used) or CCS Website, and may result in the failure of your communications including but not limited to: your local network, firewall, your internet service provider, the public internet, the public switched telephone network and your power supply. CCS takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control.

4.9 Changes to Products. CCS is constantly improving the Software and Products and may also need to change technical features from time to time in order to comply with applicable regulations. Accordingly, you acknowledge and agree that the Products and functionality of the App Software may vary from time to time. Technical requirements for use of Products and App Software and feature descriptions are available on the CCS Website. If you do not agree with any changes to App Software and Products you may terminate your relationship with CCS in accordance with General Terms and Conditions of clauses 16.2 You may need to upgrade to a new version in order to enjoy the benefit of certain Products. In addition, you acknowledge and agree that certain Products may be subject to usage limits or geographical restrictions, which may vary from time to time.

5 RESTRICTIONS

You may not and you agree not to.

(a) sub-license, sell, assign, rent, lease, export, import, distribute or transfer or otherwise grant rights to any third party in the App software;

(b) undertake, cause, permit or authorize the modification, creation of derivative works or improvements, translation, reverse engineering, decompiling, disassembling, decryption, emulation, hacking, discovery or attempted discovery of the source code or protocols of the App software or any part or features thereof (except to the extent permitted by law);

(c) remove, obscure or alter any copyright notices or other proprietary notices included in the App software;

(d) use the App software or cause the software (or any part of it) to be used within or to provide commercial products or services to third parties.

(e) other than for the purposes of download and installation, use the Software except through your User Account.

6. Third Party Technology and Services

If you are using Software pre-loaded on, embedded in, combined, distributed or used with or downloaded onto third party products, hardware, software applications, programs or devices ("Third Party Technology"), you agree and acknowledge that:

(a) you may be required to enter into a separate license agreement with the relevant third party owner or licensor for the use of such Third Party Technology; (b) some Products and/or functionality may not be accessible through the Third Party Technology and (c) CCS cannot guarantee that the Software shall always be available on or in connection with such Third Party Technology.

You acknowledge that the use of the Services is dependent upon services of third parties, including but not limited to international carriers, local termination partners and your local telecom and mobile operator ("Provider"). You acknowledge and agree that the Services provided by us are not a traditional mobile or fixed line telephone service or a replacement for your primary telephone service. Note that some Providers prohibit or restrict the use of Voice over Internet Protocol ("VoIP") functionality or other features of the Services, and may also impose additional fees in connection with the use of the Services. You are solely responsible for verifying with your mobile operator (or any other Provider that you are using in relation to the use of the Services) that the use of the Services is permitted in accordance with any contractual obligations you may have with that Provider, and also to check and pay for such imposed additional fees.

6.1 Third Party Charges. Using the App Software on mobile will use some of the data allowance available on the data package to which you have subscribed with your mobile network operator. Out-of-country usage may lead to significantly higher costs than regular usage, and you are solely responsible for keeping yourself informed and paying for possible roaming and other applicable charges levied by your mobile network operator.

7. User Account.

In order to use the Services, you are required to submit our SRAF shown in the cover sheet as a user with CCS. You agree to provide true, accurate, up-to-date and complete information in all fields indicated as mandatory when registering for the Services, as well as any additional information provided or any amendments made by you. With approval of your SRAF, you may then only use the Software through

your User Account. You are solely responsible and liable for all activities conducted through your User Account. To prevent unauthorized use, you shall keep your password confidential and shall not share it with any third party or use it to access third party websites or services. If you suspect that someone else knows your password, then you shall immediately contact CCS for new password to change it in order to protect the security of your User Account. It is your responsibility to ensure that you do not respond to any unsolicited requests for credit card details, passwords or other data. CCS takes no responsibility for your failure to comply with the obligations in this clause 7.

8 Lawful and Prohibited Use.

You agree to use the Services only in such way that is permitted by the Terms of Service and to act in compliance with any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. If any laws applicable to you restrict or prohibit you from using the Services, you must comply with those legal restrictions or, if applicable, stop accessing and/or using the Services. The list below provides examples of prohibited conduct and shall not be considered exhaustive - You may not and you agree not to:

(a) intercept or monitor, damage or modify any communication which is not intended for you;

(b) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage, emulate or disassemble the Software, Products, CCS Website, communication or protocols;

(c) send unsolicited communications (also referred to as 'SPAM', 'SPIM' or 'SPIT') or any communication not permitted by applicable law or use the Software, Products or CCS Website for the purposes of phishing or pharming or impersonating or misrepresenting affiliation with another person or entity;

(d) expose any third party to material which is offensive, harmful to minors, indecent or otherwise objectionable in any way;

(e) use the Software, Products or CCS Website to cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the privacy of, any third party; or

(f) use any material or content that is subject to any third party proprietary rights, unless you have a license or permission from the owner of such rights; or

(g) collect or harvest any personally identifiable information, including account names, from the Software, Products or CCS Website;

(h) impact or attempt to impact the availability of the Software, Products or CCS Website for example, with a denial of service (DOS) or distributed denial of service (DDoS) attack;

(i) use or launch any automated system, including without limitation, robots, spiders or offline readers that access the Software, Products or CCS Website. Notwithstanding the foregoing, you agree that CCS grants to the operators of public search engines permission to use spiders to copy materials from the CCS Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. CCS reserves the right to revoke these exceptions at any time.

9. MISCELLANEOUS

9.1 Your Information. From time to time, CCS may request information from you for the purpose of supplying the App Software or Products to you. You shall ensure that any such information is complete, up-to-date and accurate.

9.2 No Reselling. The Software and Products are for your individual use. You shall not resell or commercialise the App Software and/or Products to any third party.

9.3 Caller ID. Caller ID display depends on different routing. The caller id is not guaranteed to be displayed properly when calling out.

9.4 Minute rounding. The measurement of call duration is based on one-minute increments, meaning that the duration of a call is rounded up to the next minute. For example, if you call for 5 minutes and 10 seconds we will round up the call length to 6 minutes.

9.5 Rate Change CCS may change the rates or bundle package for calling phones at any time without notice to you by posting such change at CCS Website. Please check the latest rates before you make your call. If you do not accept the new rates, do not make your call. By making a call, you irrevocably accept to be charged by CCS for the call according to CCS's prevailing call rates.

9.6 Tax. CCS reserves the right to apply value-added tax or other taxes at the appropriate rate as per applicable tax rules at the time of purchase.

9.7 Terms If any provision of these Terms (or part of it), is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, then such provision (or part of it) shall be removed from the Terms without affecting the legality, validity or enforceability of the remainder of the Terms.
