

**LICENCE TO PROVIDE  
FACILITIES-BASED OPERATIONS  
GRANTED BY THE INFO-COMMUNICATIONS DEVELOPMENT  
AUTHORITY OF SINGAPORE TO  
STARHUB MOBILE PTE LTD  
UNDER SECTION 5 OF THE  
TELECOMMUNICATIONS ACT (CAP. 323)**

**ISSUED ON 5 MAY 1998  
MODIFIED ON 15 SEPTEMBER 2001 AND 2 JULY 2002**

**Inserted on 1 November 2005**

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**PART I: THE LICENCE**

- A. On 5 May 1998, the Telecommunication Authority of Singapore (hereinafter referred to as “TAS”), in exercise of its powers under Section 26 of the Telecommunication Authority of Singapore Act 1992 (hereinafter referred to as the “TAS Act”), issued this licence (the “Licence”) to StarHub Mobile Pte Ltd (hereinafter referred to as the “Licensee”) to establish, install and maintain the telecommunication systems (hereinafter referred to as the “Systems”) and to operate and provide the telecommunication services (hereinafter referred to as the “Services”) as then specified in the Licence.
- B. On 1 December 1999, TAS was re-constituted as the Info-communications Development Authority of Singapore (hereinafter referred to as “IDA”) by the enactment of the Info-communications Development Authority of Singapore Act (Cap 137A). The TAS Act was repealed and the Telecommunications Act (Cap 323) was enacted (the “Act”). Section 75 of the Act preserves the validity of the Licence and deems the Licence as having been granted by IDA under Section 5 of the Act.
- C. On 15 August 2001, the IDA, in exercise of its powers under Section 7 of the Act, duly notified the Licensee of modifications to be made to the terms and conditions of the Licence which modifications were made by IDA on 15 September 2001.

- D. On 2 July 2002, the IDA, in the exercise of its powers under Section 7 of the Act, made modifications to the Licence in connection with the Licensee's acceptance of the imposition of additional terms and conditions arising from IDA's approval of the consolidation application submitted by the Licensee, StarHub Pte Ltd and Singapore Cable Vision Limited to IDA on 17 May 2002.
- E. The terms and conditions of the Licence as modified by IDA (referred to in Recitals (C) and (D) above) are consolidated herein and shall be referred to and taken by all parties concerned as the Licence.

## **1 Period of Licence**

- 1.1 The Licence came into force on 5 May 1998 and shall be valid for a period of seventeen years (17) from 1 April 2000.
- 1.2 The Licence may be further renewed for such period as IDA thinks fit and subject to such terms and conditions as may be specified by IDA under Section 5 of the Act.

## **2 Payment of Licence Fee**

- 2.1 The Licensee shall pay the following amounts to IDA:
- (a) an initial one time fee of \$1 million upon grant of the Licence; and
  - (b) an annual fee, which is 1% of the audited gross annual turnover of the Licensee, subject to a minimum of \$0.5million; \$1.5million; and \$2.5million respectively for the first three consecutive years of operation and subject to a minimum of \$100,000 for subsequent years of operation.
- 2.2 The Licensee shall pay the initial one-time fee of \$1 million and an annual licence fee of \$0.5 million within two weeks of the grant of the Licence.

- 2.3 For the first year of operation beginning 1 April 2000, the minimum annual licence fee of \$0.5 million paid upon the grant of the Licence, shall be adjusted at the end of the Licensee's financial year based on the Licensee's audited accounts. For the next two years, the minimum sums of \$1.5 million and \$2.5 million respectively shall be paid in advance on the first day of the Licensee's financial year subject to adjustment at the end of the financial year.
- 2.4 For subsequent years, the annual licence fee, based on the last available audited accounts, shall be paid in advance on the first day of the Licensee's financial year, subject to the minimum fee of \$100,000 and subject to adjustment when more recent audited accounts are available\*.
- 2.5 In the event of a default by the Licensee in the payment of any fee when due under the Licence, the Licensee shall pay to IDA interest on the amount from time to time outstanding in respect of the overdue sum from the period beginning on its due date and ending on the date of its receipt in full by IDA, which interest shall accrue from day to day and shall be calculated on the basis of the actual number of days elapsed and a 365 day year. The applicable rate of interest shall be the average of the prevailing prime lending rates of the banks and finance companies quoted and published by the Monetary Authority of Singapore\*.
- 2.6 The Licensee shall submit to IDA an audited AGTO statement, not later than 6 months after the end of each financial year\*.
- 2.7 In the event that the Licensee fails to submit its audited AGTO statement within the timeframe stipulated in condition 2.6, the Licensee shall be under a continuing obligation to submit the same immediately notwithstanding any penalties imposed by IDA for breach of condition 2.6 or this condition 2.7\*.

(\*Conditions 2.4, 2.5 were amended and 2.6, 2.7 were added on 30 July 2005. Condition 2.6 was further amended on 15 June 2007.)

### **3 Licence is not Transferable**

- 3.1 The Licensee shall not assign, transfer, sublet or otherwise dispose of its rights, duties, liabilities, obligations and privileges under this Licence to any person or persons except with the prior approval of IDA.
- 3.2 Any such approval shall be given subject to terms and conditions, which IDA at its discretion may impose.

### **4 Description of Systems and Services**

- 4.1 The Licensee shall maintain and operate the Systems described in Schedule B for the delivery and transmission of the Services as described in Schedule A subject to the specific terms and conditions set out in Schedule D. The Licensee shall not operate or provide any system or service not described in Schedules B and A except with the prior approval of IDA. \*

(\* Conditions 4.1 was amended on 1 November 2005)

- 4.2 Where the Licensee wishes to introduce a new system and/or service or makes changes to any system and/or service, the Licensee shall provide IDA such technical and/or non-technical information as may be required by IDA within such period as may be specified by IDA.

## **PART II: BASIC OBLIGATIONS OF LICENSEE**

### **5 Service Coverage**

- 5.1 The Licensee shall provide coverage for the whole island of Singapore (including MRT underground stations/lines and road tunnels), the offshore islands and the territorial waters up to 15 km from the coast line of the island of Singapore.

### **6 Public Emergency Call Services**

- 6.1 The Licensee shall ensure that
- (a) any person through customer premises equipment; and
  - (b) any person through its public payphones

may at any time and without charge, contact the relevant police service (namely 999 or its substitute number), the fire and ambulance services (namely 995 or its substitute number) and any other national emergency services which the Minister for Communications and Information Technology may from time to time designate, for the purpose of notifying them of any emergency.

### **7 Public Maritime Emergency Services**

- 7.1 The Licensee shall ensure that it is possible for any person to contact at any time and without charge, distress, urgency and safety services for shipping for the purpose of notifying them of an emergency and shall, subject to fair and proper payment by the relevant Government ministry, department, statutory board or official agency, provide the necessary facilities for distress, urgency and safety services in accordance with the Radio Regulations of the International Telecommunications Union.

## **8 Co-operation with Civil/Public Bodies**

- 8.1 The Licensee shall co-operate with the relevant Government ministries, departments, statutory boards or official agencies in all way possible for the provision of national security and emergency services.

## **9 Provision of Directory Enquiry Services**

- 9.1 The Licensee shall provide, on request, to any person to whom it provides telecommunication services, directory enquiry services based on an integrated customer database. IDA reserves the right to require the Licensee to obtain IDA's prior written approval on any charges it intends to levy for the provision of the directory enquiry services and the Licensee shall comply with such requirement imposed\* .

(\* Condition 9.1 was replaced w.e.f. 1 September 2003.)

- 9.2 IDA reserves the right to direct the Licensee to provide directory enquiry services for subscribers of other licensees.

## **10 Provision of Integrated Directories\***

(\*Heading of Condition 10 has been replaced w.e.f. 28 April 2011.)

- 10.1 IDA reserves the right to direct the Licensee to provide integrated directories for all subscribers at no charge (except with the approval of IDA) and at annual intervals or any other intervals to be agreed with IDA.
- 10.2 The Licensee shall, if necessary, and subject to charges, terms and conditions to be agreed with other licensees, provide integrated directories for their subscribers. In the event that agreement cannot be reached, the matter shall be determined by IDA, whose decision is final.

## **11 Integrated Directory and Directory Enquiry Service**

- 11.1 The Licensee shall exchange all relevant customer data with other licensees , free-of-charge, for the purpose of providing integrated directories and providing integrated directory enquiry services.

## **PART III: TECHNICAL OBLIGATIONS**

### **12 Use of Telecommunication Equipment in the Systems**

- 12.1 Prior to the operation of the Systems, the Licensee shall in accordance with Section 9 of the Act, submit for IDA's approval all telecommunication infrastructure, technology and any telecommunication equipment which is part of the Systems or which is to be connected to the Systems.
- 12.2 The Licensee shall seek IDA's prior approval from time to time for any other telecommunication equipment to be used in the operation of the Systems for which the approval has not been granted under Section 9 of the Act, whether such other equipment is in addition to or intended to replace the existing equipment or part thereof.

### **13 Operation of Radiocommunication Stations**

- 13.1 The Licensee shall apply for all necessary licences under the Radiocommunication Regulations for the operation of any radiocommunication stations comprised in the Systems and shall abide by any conditions imposed thereunder, including the payment of station licence fees and frequency fees for the allocation and management of frequencies by IDA.
- 13.2 Any change to the location, equipment, frequencies, emissions, power, polarisation, aerial characteristics and other technical parameters of any radiocommunication station comprised in the Systems shall be submitted in writing for IDA's prior approval.
- 13.3 The height of the antenna of any radiocommunication station comprised in the Systems shall not exceed 50 metres above mean sea level (AMSL). Where necessary however, IDA may grant conditional approval for the Licensee to exceed the prescribed height level provided that the Licensee shall take all necessary steps, at its own cost, to ensure that its network will not cause interference to or receive interference from other authorised networks.

## **14 Use of Radio Frequencies**

- 14.1 The Licensee shall, in its application to IDA, justify the use of radio frequencies and shall, subject to payment of the required frequency fees, be provided with the necessary frequencies to enable the effective and efficient operation of the Systems and the provision of the Services by the Licensee.
- 14.2 The Licensee shall take all necessary steps to ensure that the use of its Systems is safe and does not cause interference to other existing radiocommunication networks operating in the same band or in other bands. The Licensee shall also take appropriate measures to ensure that its Systems is adequately protected from interference that may be caused by networks operating in the same band or in other bands.

## **15 Assignment of Numbers**

- 15.1 The Licensee shall comply with IDA's National Numbering Plan and IDA's Framework and Guidelines on the usage, allocation and assignment of numbers. The Licensee shall, in its submission to IDA, justify the use of numbers and shall, subject to payment of the required fees for Golden Numbers, be provided with the necessary numbers to enable the effective and efficient operation of the Systems and provision of Services. The Licensee shall take all necessary steps to ensure that the numbers allocated are efficiently utilised.
- 15.2 Any telephone number(s) assigned to the Licensee is the property of IDA and the Licensee shall have no proprietary right to the telephone number(s) assigned.
- 15.3 IDA reserves the right to alter and/or reallocate any telephone number(s) given to the Licensee at any time, upon written notice, without being liable for any loss or inconvenience directly or indirectly attributable to the alteration or reallocation of such telephone number(s).

## **PART IV: ACCESS AND INTERCONNECTION OBLIGATIONS**

### **16 Requirement to Provide Access**

- 16.1 The Licensee shall provide to any person licensed by IDA to provide telecommunication services in Singapore, means of access to the Systems.
- 16.2 The Licensee may, with the prior approval of IDA, impose an access charge upon any person licensed by IDA to provide telecommunication services in Singapore through or with the use of the Systems.
- 16.3 The Licensee shall comply with IDA's Interconnection & Access Framework, Arrangements and Requirements, including Codes of Practice, which IDA may from time to time, issue to the Licensee.

### **17 Connection to Other Systems**

- 17.1 The Licensee shall connect to the Systems on request and at appropriate connection points, which it shall provide for this purpose:
- (a) any equipment approved or exempted from approval by IDA for connection to the Systems; and
  - (b) any public or private telecommunication systems approved or licensed by IDA which systems also meet any other requirements, which IDA may from time to time impose.
- 17.2 Notwithstanding Condition 17.1, the Licensee shall cease to connect or refuse to connect to the System any equipment or system that:
- (a) has not been approved, licensed or exempted from approval or licensing by IDA; or
  - (b) no longer meets the requirements for approval or licensing by IDA, in respect of which IDA has issued a notice to that effect to the person who has under his control such equipment or system.

17.3 The terms and conditions for the connection of equipment or systems to the Systems of the Licensee shall be determined by agreement between the Licensee and the owner or operator of the equipment or system except in so far as the conditions are prescribed in the Act or in this Licence. In the event that the parties cannot reach an agreement, the matter shall be determined by IDA whose decision shall be final.

## **18 Arrangements for Connection to Systems**

18.1 The Licensee shall not impose technical or other conditions or employ any arrangements for the connection of equipment or systems to the Systems other than those set by IDA. In particular, the Licensee shall not, except where IDA is satisfied that it is reasonable, exercise any Intellectual Property Rights which it owns or is licensed to use in a manner which prevents or inhibits the connection of approved equipment or systems to the Systems.

18.2 In this Condition, 'Intellectual Property Rights' means, without prejudice to its generality, the rights to patents, trade marks, designs, know-how and copyright.

18.3 The Licensee is required to comply with the following technical requirements and safeguards:

(a) The Licensee shall not manipulate the Calling Line Identity of the original calling party and the original calling party Calling Line Identity shall be passed on in the conveyance of a call accordingly.

(b) The Licensee shall not, in the handling of outgoing traffic, manipulate the access code dialled by the calling party.

(c) The A-bit of the Forward Call Indicator of the Initial Access Message on the ITU-T Signalling System Number 7 ISDN User Part signalling should be set to the value "1" to identify an international incoming call for systems inter-working. Where the Licensee operates a system which does not support ITU-T Signalling System Number 7 signalling, then the

Licensee shall route such international incoming calls on specified circuits.

(\*Condition 18.3 was added on 26 February 2007)

## **19 Changes to Systems**

- 19.1 The Licensee shall give notice in writing to IDA and shall notify all parties affected of any changes it intends to implement in the specification or performance of the Systems which would require changes to any equipment or systems connected to the Systems or which would have the effect of making such connections inoperable. The period of notice given shall be appropriate to the likely impact on the parties affected and on connected equipment or systems and shall be decided in consultation with IDA.

19.2 Where IDA considers that a change in the Systems referred to in Condition 19.1 would cause another person licensed to provide telecommunication services in Singapore to make major changes in its own systems in order to connect its systems to the Systems, and notifies the Licensee thereof, the Licensee shall obtain the prior approval of IDA before implementing such a change.

## **20 Infrastructure Sharing and Deployment**

20.1 The Licensee shall comply with IDA's Framework for Facilities Sharing and Deployment, including Codes of Practice.

20.2 Where IDA considers it necessary for the Licensee to share infrastructure with other telecommunication licensees in designated areas in the national and/or public interest or otherwise, IDA shall inform the licensees accordingly so that licensees can make the necessary arrangements before submitting their infrastructure sharing plans to IDA for approval. The Licensee shall share infrastructure whenever and wherever mandated by IDA in accordance with the Framework for Facilities Sharing and Deployment, including Codes of Practice.

## **PART V: SERVICE OBLIGATIONS**

### **21 Price Control/Tariffing Arrangements/Quality of Service Standards**

- 21.1 IDA reserves the right to establish price control arrangements and Quality of Service Standards for the Services provided by the Licensee with which the Licensee shall comply.
- 21.2 IDA reserves the right to require the Licensee to maintain separate financial data and accounts for the Services and shall submit on request these data and accounts to IDA for inspection.
- 21.3 IDA reserves the right to require the Licensee to file its schemes of service, including non-price terms and conditions for the provisioning of services and price schemes with IDA before commercial launch or announcement of such services.

### **22 Publication of Charges, Terms and Conditions and Other Information**

(\* Condition 22.1 was amended w.e.f 18 November 2011)

- 22.1 The Licensee shall publish information about the Services it provides, covering inter alia, descriptions and pricing of the services available, the terms and conditions thereof, and the provision of fault repair and any other commercial and technical services and such other information as IDA may require the Licensee to publish in relation to the Services.

### **23 Confidentiality of Subscriber Information**

- 23.1 The Licensee shall respect and ensure the confidentiality of subscriber information, especially for ex-directory numbers except under the following circumstances:
- (a) where sharing of information with other licensee is necessary to detect, prevent or investigate into fraud;

- (b) where disclosure is deemed necessary by IDA or the relevant law enforcement or security agencies to carry out their functions or duties.

## **PART VI: OTHER OBLIGATIONS**

### **24 Codes of Practice**

24.1 The Licensee shall comply with the Codes of Practice issued by IDA as well as any additional or supplemental guidelines, which IDA may issue from time to time to the Licensee.

### **25 Number Portability**

25.1 The Licensee shall implement number portability from commencement of service subject to IDA's number portability requirements and charging principles.

25.2 The Licensee shall comply, at its own cost, with any requirements and guidelines established by IDA on number portability to be implemented by the Licensee.

### **26 Accounting Separation**

26.1 The Licensee shall comply with the practices, principles and requirements set out in the Accounting Separation Guidelines established by IDA, and any additional or supplemental guidelines issued by IDA from time to time.

### **27 Restriction on Undue Preference and Undue Discrimination**

27.1 The Licensee shall not show undue preference towards, or exercise undue discrimination against any person or class of persons in, inter alia, the price and performance characteristics of the services provided or the terms and conditions under which the services are provided. In particular, the Licensee shall not give any undue preference to, or receive an unfair advantage from, a business carried on by it or an associated or affiliated company, service or person, if IDA is of the opinion that the Licensee's competitor could be placed at a significant competitive disadvantage or that competition would be prevented or substantially restricted.

## **28 Restriction Against Anti-Competitive Arrangements**

28.1 The Licensee shall not enter into any agreement or arrangement, whether legally enforceable or not, which shall in any way prevent or restrict competition in relation to the operation of the Systems or provision of Services by the Licensee or any other telecommunication system and/or services licensed by IDA.

## **29 Restriction on Exclusive Arrangement for International Services**

29.1 The Licensee shall not enter into any agreement or arrangement with a person running an Authorised Overseas System on terms or conditions which unfairly preclude or restrict, to the detriment of the national and/or public interest, the provision of any international telecommunication services by any person licensed by IDA to provide those services.

29.2 In this Condition, 'Authorised Overseas System' means a system, which is recognised by the Government or any competent authority of a foreign country as authorised to provide telecommunication services by or through that system.

29.3 The Licensee shall comply with IDA's requirements on the international settlement regime and seek IDA's endorsement and/or approval to the arrangements reached with other licensees, before implementation.

## **30 Contracts with Third Parties to Operate or Provide Licensed Systems or Services**

30.1 Where the Licensee intends to enter into any joint venture, association, contract or arrangement with a third party, the effect or purported effect of which would be to permit a person who is not originally a party to this Licence to share in the benefits of, or otherwise gain any rights or privileges under this Licence, or which would otherwise result in a breach or circumvention of Condition 3.1, the Licensee shall seek IDA's approval for the joint venture, association, contract or arrangement in question.

- 30.2 IDA may direct at any time the Licensee to effect any changes it deems necessary in the terms and conditions of the joint venture, association, contract or arrangement referred to above.
- 30.3 If the Licensee fails to effect the necessary changes referred to in Condition 30.2, IDA may direct the Licensee to terminate any such joint venture, association, contract or arrangement.
- 30.4 Nothing in Condition 30.1 shall be construed as requiring the Licensee to obtain the approval of IDA for the appointment of agents or for the employment of independent contractors or sub-contractors to carry out any works or provide any services which enable the Licensee to discharge its duties and obligations under this Licence provided that the Licensee shall be liable to IDA for any act, omission, default, neglect or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing any such services.

### **31 Ownership, Shareholding and Management Arrangements**

- 31.1 The Licensee shall seek IDA's written approval at least one (1) month in advance of any change in the appointment of its Chairman, Board of Directors or Chief Executive Officer and shall for this purpose provide IDA with the details of any such change and any further information requested by IDA\*.

(\* Condition 31.1 was amended on 4 April 2005.)

### **32 Direction by IDA**

- 32.1 The Licensee shall strictly and without any undue delay comply with any directions, which IDA may from time to time issue in exercise of its powers, functions or duties under the Act, or in this Licence.

32.2 IDA may, by notice in writing to the Licensee amend, vary or revoke wholly or in part any directions given by it pursuant to Condition 32.1.

32.3 Unless otherwise expressly specified, the Licensee shall safeguard the secrecy of all directions given by IDA. The Licensee shall not during the currency and after the expiry, termination or cancellation of the Licence disclose or permit the disclosure of any of the said directions to any person not authorised to receive the same without the prior written consent of the Chief Executive Officer of IDA. The Licensee shall further take all reasonable precautions in dealing with the said directions so as to prevent any unauthorised person from having access to the same.

### **33 Dispute Resolution**

33.1 In the event that the Licensee fails to reach an agreement with other telecommunication licensees on matters relating to the requirements of this Licence or the Act, the matter shall be determined by IDA whose decision shall be binding on all parties concerned.

33.2 IDA reserves the right to levy a fee for work undertaken in this respect.

### **34 Provision of Information to IDA**

34.1 The Licensee shall provide IDA with any document and information within its knowledge, custody or control, which IDA may, by notice or direction require. The Licensee undertakes to IDA that any such document and information provided to IDA shall be true, accurate and complete.

34.2 For the purposes of ensuring the Licensee's compliance with the conditions of the Licence, IDA may from time to time require the Licensee to arrange at its own expense, for a separate and independent audit of its activities. The Licensee shall, at IDA's request, submit the audited accounts and reports prepared under this Condition 34.2 to IDA for inspection and verification.

- 34.3 The Licensee shall keep in strict confidence any document and information furnished to or so required by IDA pursuant to Condition 34.1, as well as the fact that IDA has requested for such document and/or information.
- 34.4 IDA may use and disclose any such document or information provided to IDA pursuant to Condition 34.1 as IDA deems fit. Where IDA proposes to disclose any document or information obtained pursuant to Condition 34.1 and IDA considers that the disclosure would result in the release of information concerning the business, commercial or financial affairs of the Licensee or which disclosure would or could reasonable be expected to adversely affect the Licensee's lawful business, commercial or financial affairs, IDA will give the Licensee a reasonable opportunity to make representations on the proposed disclosure before IDA makes a final decision on whether to disclose the information.

### **35 National Emergency and Security**

- 35.1 The Licensee shall, where directed by IDA, participate in any emergency activities or preparations thereof in collaboration with other relevant agencies, organisations and Government ministries and departments, in accordance with the written law in Singapore.
- 35.2 The Licensee shall, unless expressly notified, keep in strict confidence any information or document pertaining to Condition 35.1 as well as the fact that IDA has requested the Licensee to participate in such emergency activities and preparations.
- 35.3 IDA, may from time to time, require the Licensee to submit to IDA for approval any changes to any telecommunication system, installation or plant and any service plans, together with such technical and non-technical information as may be required by IDA, at least one month before such change is intended to be implemented.

## **36 International Obligations**

- 36.1 The Licensee shall exercise its rights and powers and perform its duties and obligations under this Licence in a manner, which is consistent with the Government's obligations under any Convention, Agreement, Arrangement or Treaty to which Singapore is or shall become a party.
- 36.2 IDA shall notify the Licensee from time to time of any such Convention, Agreement, Arrangement or Treaty to which Condition 36.1 applies for its compliance.

## **36A Consolidation Conditions**

- 36A.1 The Licensee shall comply with the specific terms and conditions set out in Schedule C, which form part of the terms and conditions of the Licence.

## **PART VII: SUSPENSION, VARIATION AND TERMINATION**

### **37 Penalty Framework for Breach of Licence Conditions**

37.1 Where the Licensee breaches any licence condition, IDA may impose a financial penalty on the Licensee in accordance with Section 8 of the Act.

### **38 Variation of Terms of Licence**

38.1 IDA may vary or amend any of the terms of this Licence in accordance with, and under the procedure provided by, Section 7 of the Act.

### **39 Suspension/Cancellation**

39.1 IDA may, in any of the events specified in Section 8 of the Act, by notice in writing given to the Licensee, suspend or cancel the Licence in whole or in part, or impose a fine in such amounts IDA thinks fit.

### **40 Termination of Licence**

40.1 In the event that the Licensee desires to terminate its licence or any of the Services it operates, the Licensee shall seek IDA's approval in writing at least six months in advance.

### **41 Rights upon Termination, Suspension or Cancellation**

41.1 Any termination, suspension or cancellation of the Licence shall be without prejudice to the rights and remedies which may accrue to the Licensee or IDA under the Licence or any written law as at the date of termination except that the Licensee shall not have the right to seek a refund of the licence fee or any other fee paid in advance.

## **42 Exceptions and Limitations on Obligations**

42.1 The Licensee shall not be held to have failed to comply with its obligations in this Licence if and to the extent that IDA is satisfied that it is prevented from complying with those obligations for the following reasons:-

- (a) malfunction or failure of any equipment where IDA determines that reasonable measures were taken beforehand;
- (b) the act or omission of any national authority, local authority or international organisation; or
- (c) any other factor, which, in the opinion of IDA is beyond the Licensee's reasonable control and which notwithstanding the exercise by it of reasonable diligence and foresight, the Licensee was unable to prevent or overcome.

Provided that the Licensee shall use all reasonable endeavours to terminate with all reasonable speed the factor(s) preventing the carrying out of its obligations and shall resume the performance of its obligations as soon as the factor(s) which prevented the performance thereof ceases or abates.

## **43 Compliance with the Law**

43.1 The Licensee shall observe and comply with the Act, the Radiocommunication Regulations, the International Telecommunication Convention and any other treaty or convention to which Singapore is a party.

43.2 Nothing in this Licence shall be taken as discharging the Licensee from its obligations to obtain any other licences, permits or approvals that may be required under any written law in force in Singapore.

## **44 Governing Law**

44.1 This Licence shall be governed by and construed according to the law of Singapore.

**45 Service of Notices**

45.1 All notices under this Licence shall be in writing and shall be deemed to have been given if sent by hand or pre-paid post or by facsimile to the Licensee's registered address as lodged in the Registry of Companies and Businesses.

**46 Severability**

46.1 Every condition and part thereof shall be construed as a separate and severable provision so that if any Condition and part thereof is held invalid, unenforceable or illegal for any reason, the remainder of the Licence shall remain in full force in every respect.

**Issued on 5 May 1998**

**Modified on 15 September 2001 and 2 July 2002**



**Director-General (Telecoms)**

**For Chief Executive Officer  
Info-communications Development Authority of Singapore**

Latest modification on 2 July 2002

## **SCHEDULE OF INTERPRETATION**

In this Licence, unless the context otherwise requires:

- (a) Words importing the singular or plural shall be deemed to include the plural or singular respectively;
- (b) The titles to the provisions of this Licence are for convenience of reference only and are not part of this Licence and shall not in any way affect the interpretation thereof;
- (c) Any word or expression used in this Licence shall have the same meaning as it has in the Act;
- (d) Any reference in this Licence to the Act shall include any regulations made thereunder;
- (e) Any reference in this Licence to any regulations made under the Act shall include any regulations made under the Telecommunications Act (Cap.323) until such regulations are revoked or repealed by subsidiary legislation made under the Act;
- (f) Any reference in this Licence to a person shall be deemed to include natural and legal persons;
- (g) Any reference to monetary amounts in this Licence shall be deemed to be denominated in Singapore Dollars; and
- (h) Any reference to any Guidelines, Codes or Framework or other rules or documents promulgated by IDA shall be read as reference to such as may be amended from time to time.

**SCHEDULE A**

**DESCRIPTION OF THE TELECOMMUNICATION SERVICES  
PROVIDED BY STARHUB MOBILE PTE LTD**

[Removed]

**SCHEDULE B**

**DESCRIPTION OF THE TELECOMMUNICATION SYSTEM  
ESTABLISHED BY STARHUB MOBILE PTE LTD**

[Removed]

**SCHEDULE C**

**SPECIFIC TERMS AND CONDITIONS FOR  
GRANT OF APPLICATION FOR CONSOLIDATION**

[Removed]

## **SCHEDULE D**

### **SPECIFIC TERMS AND CONDITIONS FOR PRE-PAID PUBLIC CELLULAR MOBILE TELECOMMUNICATION SERVICE**

#### **1 Definition of Pre-paid Public Cellular Mobile Telephone Service**

- 1.1 In this Schedule, “Pre-paid PCMT Service” refers to a Public Cellular Mobile Telephone Service provided by the Licensee in Singapore which involves the collection of advance payments from subscribers prior to, upon or after the supply of a Subscriber Information Module (“SIM”) card or other access device/code.

#### **2 Registration of Subscribers**

- 2.1 The Licensee shall register subscribers of its Pre-paid PCMT Service via the prescribed electronic registration system in accordance with Condition 2.2 of this Schedule.
- 2.2 The Licensee shall record the following particulars of its Pre-paid PCMT Service subscribers when registering them and shall maintain such records in accordance with Condition 2.5 of this Schedule:
- (a) Name, address and, as applicable, National Registration Identity Card (“NRIC”) or other identity card number issued under the laws of Singapore (for Singaporeans/Permanent Residents), passport number (for foreigners), work permit number (for foreigner workers) or business registration number (for corporate account holders purchasing Pre-paid PCMT Service for corporate usage) of the subscriber (or, where the subscriber is not located in Singapore, the applicable identification details obtained through appropriate documents that are recognised by the authorised establishments in the country of purchase shall be used instead);

(b) Mobile cellular telephone number assigned to the subscriber; and

(c) Date of activation of the subscriber's account.

The records in the electronic registration system shall be made available or inspection by authorised Singapore government agencies. In the event that the prescribed electronic registration system is unavailable due to technical failure, the Licensee shall record the particulars stipulated in sub-paragraphs (a) to (c) in the prescribed forms and transfer them into the prescribed electronic registration system within 3 working days from the date the system becomes available again.

2.3 IDA reserves the right to require the Licensee to record any other details of its subscribers as necessary through the prescribed electronic registration system.

2.4 Before recording the particulars referred to in Condition 2.2 of this Schedule, the Licensee shall:

(a) where the subscriber is in Singapore, require the production of one of the following for verification

(i) the subscriber's identify card issued under the National Registration Act (Cap. 201), Singapore Armed Forces Act (Cap. 295), Police Force Act 2004 (Act 24 of 2004) or the Civil Defence Act (Cap. 42);

(ii) the subscriber's passport; or

(iii) the subscriber's work permit; and

(b) where the subscriber is not in Singapore, the Licensee shall require the production of appropriate documents that are recognised by the authorised establishments in the country of purchase.

2.5 The records in the prescribed electronic registration system shall be maintained for a period of not less than 12 calendar months from the date of termination of the Pre-paid PCMT Service to the subscriber.

- 2.6 The Licensee shall only sell Pre-paid PCMT Service to subscribers who are 15 years of age or older.
- 2.7 The Licensee shall not sell more than the prescribed limit of its Pre-paid PCMT Service to a subscriber.
- 2.8 The Licensee shall maintain Call Detail Records (“CDRs”) of all calls made and received through the Licensee’s Pre-paid PCMT Service which are operated and/or provided in Singapore.
- 2.9 All CDRs shall be kept by the Licensee in Singapore for a period of not less than 12 calendar months.

### **3 Registration of Retailers**

- 3.1 The Licensee shall maintain a register containing records of its Pre-paid PCMT Service retailers and their particulars which shall be made available for inspection by authorised Singapore government agencies. The records shall contain the following particulars of the retailer:

- (a) Name, business address, and, as applicable, NRIC number or passport number or business registration number of the retailer in Singapore (or, where the retailer is not based in Singapore, the applicable identification details obtained through appropriate documents that are recognised by the authorised establishments in the country of origin, shall be used instead);

- (b) Contact telephone number(s) of the retailer; and

- (c) Pre-paid PCMT Service number accounts allocated by the Licensee to the retailer for sale.

- 3.2 The Licensee shall ensure that retailers in Singapore selling its Pre-paid PCMT Service obtain the information set out in Conditions 2.2, 2.3, 2.6 and 2.7 of this Schedule before sales and submit such information through the prescribed

**Inserted on 1 November 2005**

electronic registration system upon verification of documents as set out in Condition 2.4 of this Schedule. For in-flight or overseas sales of the Licensee's Pre-paid PCMT Service, the Licensee shall ensure that its retailers forward the subscribers' information set out in Conditions 2.2 and 2.3 of this Schedule to the Licensee within 7 working days from the date of purchase of the Pre-paid PCMT Service and the Licensee shall submit the same upon receipt through the prescribed electronic registration system.

- 3.3 IDA reserves the right to require the Licensee to record any other details as necessary in its register of retailers.
- 3.4 The records in the register shall be kept at the Licensee's premises for a period of not less than 12 calendar months from the date on which the retailer ceases to sell the Pre-paid PCMT Service of the Licensee.

#### **4 Termination of Service**

- 4.1 In the event that the Licensee fails to comply with Conditions 2.1, 2.6 or 2.7 of this Schedule, without prejudice to any penalty which may be imposed on the Licensee for failing to comply with any Condition of this Schedule, the Licensee shall terminate the Pre-paid PCMT Service of a subscriber upon 14 days of the sale of the Pre-paid PCMT Service to that subscriber and after giving reasonable notice to the subscriber via Short Message Service ("SMS") or other suitable means.

#### **5 Technical Requirements**

- 5.1 The Licensee shall comply with the following technical requirements for all calls made to public emergency services via its Pre-paid PCMT Service:
  - (a) The Licensee shall pass Calling Line Identity ("CLI") for all such calls;

- (b) The Licensee shall not manipulate the CLI of the original calling party and the original calling party CLI shall be passed on in the conveyance of such calls;
- (c) The Licensee shall not, in the handling of outgoing traffic, manipulate the access code dialled by the calling party; and
- (d) The A-bit of the Forward Call Indicator (“FCI”) of the Initial Access Message (“IAM”) on the ITU-T Signalling System Number 7 ISDN User Part (“ISUP”) signalling should be set to the value “1” to identify an international incoming call for systems inter-working. Where the Licensee operates a system which does not support ITU-T Signalling System Number 7 signalling, then the Licensee shall route such international incoming calls on specified circuits/trunks.

## **SCHEDULE D**

### **SPECIFIC TERMS AND CONDITIONS FOR IP TELEPHONY SERVICES**

#### **1 Scope of Services**

- 1.1 The Licence enables the Licensee to provide IP Telephony services using E.164 telephone numbers<sup>1</sup> for such services and assigning such numbers to the Licensee's customer (referred to in this Schedule as an "IP telephony number"). Such services allow customers to make and receive voice, data and/or video calls using the same telephone number from any domestic or overseas location where broadband Internet access is available.

#### **2 Public Emergency Call Services**

- 2.1 The Licensee shall disclose in advance to its customers whether the Services it provides may be used to contact the police emergency service (namely 999 or its substitute number), the fire and ambulance services (namely 995 or its substitute number) and any other national emergency services which the Minister may from time to time designate, for the purpose of notifying such services of any emergency.
- 2.2 The Licensee shall not charge its customers for any use of the Services to contact the emergency services referred to in Condition 2.1 of this Schedule.
- 2.3 IDA reserves the right to require the Licensee to comply with additional safety and security safeguards to enhance security measures for public and national safety.

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<sup>1</sup> An International Telecommunications Union Telecommunication Standardization Sector ("ITU-T") standard network addressing format for telephone numbers. The E.164 addresses are 15 decimal digits long and include a country code, area or city code, and a local number.

### **3 Registration of Subscribers**

3.1 The Licensee shall maintain a register containing records of its subscribers and their particulars which shall be made available for inspection by authorised Singapore government agencies. The records shall contain the following particulars of the subscribers:

(d) Name, address and, as applicable, NRIC number, passport number or business registration number of the subscriber (or, where the subscriber is not located in Singapore, the applicable identification details obtained through appropriate documents that are recognised by the authorised establishments in the country of purchase, shall be used instead.);

(e) IP telephony number assigned to the subscriber;

(f) Date of activation of the subscriber's account;

(g) Internet Service Provider account used by the subscriber to access the Licensee's IP Telephony Service where applicable; and

(h) Media Access Control ("MAC") / Internet Protocol ("IP") address where applicable.

3.2 IDA reserves the right to require the Licensee to record any other details as necessary in its register of subscribers.

3.3 Before recording the particulars referred to in Condition 3.1 of this Schedule, the Licensee shall:

(a) where the subscriber is in Singapore, require the production of the subscriber's identify card issued under the National Registration Act (Cap. 201), passport or Employment Pass and make and keep a photocopy of such evidence of identity; or

- (b) where the subscriber is not in Singapore, the Licensee shall use its best efforts to verify the identity of the subscriber through appropriate documents that are recognised by the authorised establishments in the country of purchase.
- 3.4 The records in the register shall be kept at the Licensee's premises for a period of not less than 6 calendar months from the date of termination of the Services to the subscriber.
- 3.5 The Licensee shall maintain Call Detail Records ("CDRs") of all calls made and received through the Licensee's IP Telephony Services which are operated and/or provided in Singapore.
- 3.6 All CDRs shall be kept by the Licensee in Singapore for a period of not less than 12 calendar months.

#### **4 Registration of Retailers**

- 4.1 The Licensee shall maintain a register containing records of its retailers and their particulars which shall be made available for inspection by authorised Singapore government agencies. The records shall contain the following particulars of the retailer:

- (c) Name, business address and, as applicable, NRIC number, passport number or business registration number of the retailer in Singapore (or, where the retailer is not based in Singapore, the applicable identification details obtained through appropriate documents that are recognised by the authorised establishments in the country of origin, shall be used instead.);

- (d) Contact telephone number(s) of the retailer; and

- (c) IP telephony number accounts allocated by the Licensee to the retailer for sale.

- 4.2 The Licensee shall ensure that retailers selling its Services obtain the information set out in Conditions 3.1, 3.2 and 3.3 of this Schedule upon the registration of a subscriber and forward such information to the Licensee within 2 days of the activation of the subscriber's account.
- 4.3 IDA reserves the right to require the Licensee to record any other details as necessary in its register of retailers.
- 4.4 The records in the register shall be kept at the Licensee's premises for a period of not less than 6 calendar months from the date on which the retailer ceases to sell the Services of the Licensee.

**5 Additional Conditions for Provision of IP Telephony Services Utilising Level "6" Telephone Numbers issued by IDA**

- 5.1 Where the Licensee provides any of the Services utilizing a level "6" telephone number, he shall comply with Conditions 5.2 to 5.5 in respect of such services (hereinafter referred to as "Level "6" Services"). For the purposes of Condition 5, "Fixed Network Telecommunication Services" means fixed line basic telephony services associated with number level "6".
- 5.2 The Licensee shall ensure that subscribers of its Level "6" Services must be able to receive and make voice calls from/to subscribers on any public switched telecommunication network, public mobile network or public digital voice network in Singapore.
- 5.3 The Licensee shall ensure that:
- (a) any person through customer premises equipment that enable the use of its Level "6" Services; and
  - (b) any person through its public payphones that enables the use of its Level "6" Services may at any time and without charge, contact the relevant police emergency service (namely 999 or its substitute number), the fire and ambulance services (namely 995 or its substitute number and any other national emergency services which the Minister

may from time to time designate to be provided by operators of Fixed Network Telecommunication Services, for the purpose of notifying such services of any emergency.

5.4 The Licensee shall ensure that its Level “6” Services comply with the quality of service standards as may be established by IDA from time to time for Fixed Network Telecommunication Services.

5.5 The Licensee shall ensure that its Level “6” Services are only provided to domestic customers (within Singapore) with a Singapore registered and billing address.

(\*Condition 5 was amended on 16 May 2007.)

## **6 Technical Requirements for the provision of access to Emergency Services**

6.1 The Licensee is also required to comply with the following technical requirements for all calls made to public emergency services if it provides its subscribers access to public emergency services:

- (a) The Licensee shall pass Calling Line Identity (“CLI”) for all calls;
- (b) Licensees shall not manipulate the CLI of the original calling party and the original calling party CLI shall be passed on in the conveyance of a call accordingly;
- (c) Licensees shall not, in the handling of outgoing traffic, manipulate the access code dialled by the calling party; and
- (d) The A-bit of the Forward Call Indicator (“FCI”) of the Initial Access Message (“IAM”) on the ITU-T Signalling System Number 7 ISDN User Part (“ISUP”) signalling should be set to the value “1” to identify an international incoming call for systems inter-working. Where the Licensee operates a system which does not support ITU-T Signalling System Number 7 signalling, then the Licensee shall route such international incoming calls on specified circuits/trunks.