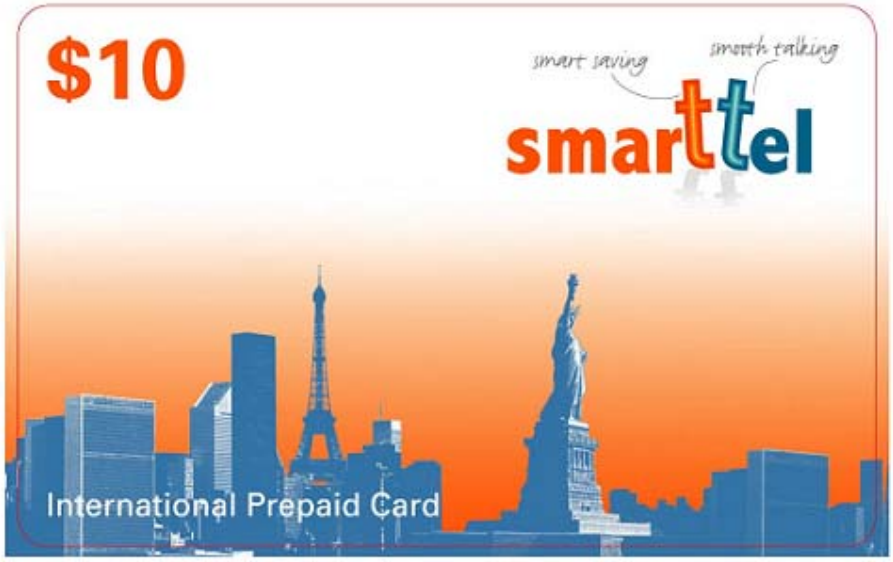

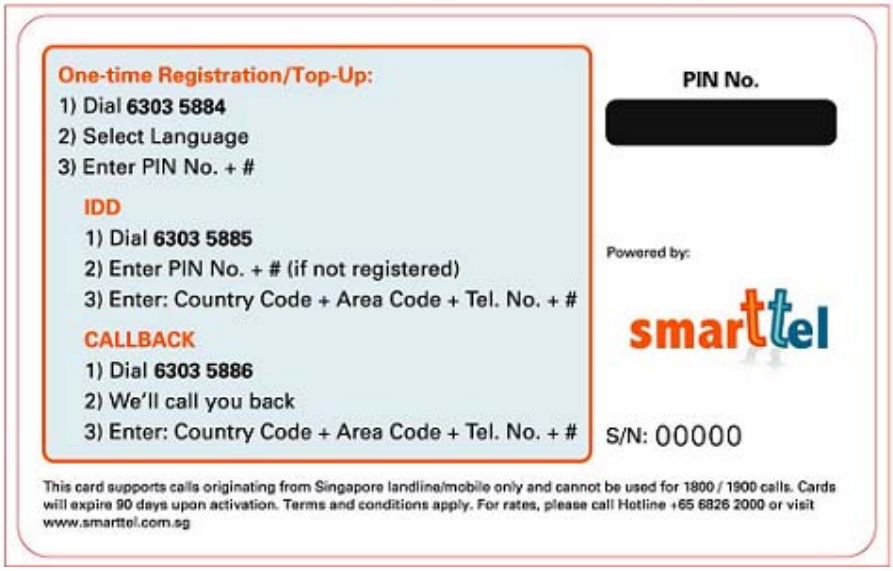

By purchasing a Card and using the same, you ("Customer") are deemed to have fully accepted and agreed to be bound by these Terms of Use. Customer is advised to read these Terms of Use carefully and check the Rates and Destinations before buying the Card from Smarttel Limited and/or its subsidiaries ("Smarttel") or authorized distributor(s)

1. <u>Definitions</u>

In these Terms of Use, the following words and expressions shall have the following meanings:

- "**Access Number**" means the numbers designated by Smarttel to be dialled by Customer in order to use the international calling Service provided by Smarttel..
- "**Customer**" means any person who purchases a Card to use the international calling service provided by Smarttel.
- "**Card**" means the pre-paid international calling card issued by Smarttel or its authorized distributor(s) for use of the Service.
- "**Destinations**" means any of the countries or locations Smarttel designates from time to time to which telephone calls can be made through use of the Card.
- "**Rates**" means the charges for the Service determined by Smarttel from time to time which may be subject to change by Smarttel in its absolute discretion at any time without notice. It is

the sole responsibility of Customer who is advised to check and be informed of the latest rates published on the website at http://www.spicei2i.com/consumer/smartcall_rates.php. Customer shall be deemed to have read, understood and acquiesced with all the applicable terms and conditions relating to the use of the Card and/ or service provided by Smarttel. No claim of ignorance of any binding term and condition by Customer thereafter shall be entertained by Smarttel absolutely.

- "**Service**" means the facility to make prepaid telephone calls to the Destinations at the prevailing rates by using the Card.

2. Card

2.1 The Card is non-refundable and non-exchangeable unless Smarttel permanently terminates the Service.

2.2 The Card and any remaining credit balance will expire 90 days from the date of first use or on the expiration date printed on the Card, whichever occurs first. Smarttel will not be liable in any circumstances to Customer for any expired Card. Smarttel will not refund any credit balance remaining on the Card on the date of expiry. Smarttel's billing system shall exclusively determine a Card's remaining credit balance.

2.3 The Card supports calls originating from Singapore's landline/mobile only and cannot be used for 1800 / 1900 calls.

2.4 Customer shall use the Card and Service in accordance with the directions printed on the Card. If Customer has any questions regarding the Card or Service, Smarttel's customer service could be contactable at the number printed on the Card.

3. PIN and Access Number

3.1 The PIN (personal identification number) printed on each Card is unique to that Card, and Customer shall be solely responsible for safeguarding the PIN from any unauthorized use. Smarttel shall not be liable to Customer for any losses, damages, claims, costs or expenses suffered or incurred from theft, misuse or unauthorized use of the PIN.

3.2 The Access Number listed on each Card is not toll-free unless otherwise stated. Calls made to the Access Number may be charged to the phone from which it is made. Rates do not include any such surcharges imposed by the local telecommunications service providers.

4. Charges

4.1 Charges for a call commence as soon as the called number is answered by person or machine The credit balance of the Card is reduced for each answered call in accordance with the Rates. Smarttel may change Rates and Destinations at its absolute discretion from time to time without prior notice.

4.2 A call is immediately disconnected or terminated when the Card's credit balance becomes zero. Under no circumstance shall Smarttel be liable to Customer or any third party for any losses, damages, claims, liabilities, costs or expenses resulting from any termination or disconnection of a call Service.

4.3 A ddisconnection fee of up to 50% of the chargeable call rate will be charged upon the disconnection of a call.

4.4 An administrative fee of $0.05 is charged per day for the service.

4.5 Calls are charged by per one-minute block.

5. Matters Beyond Smarttel's Reasonable Control

Smarttel's operation of the Service is subject to suspension, variation or cancellation by reason of war, riots, fire, flood, strike or any other cause(s) beyond Smarttel's control. Smarttel shall have no liability towards Customer for such suspension, variation or cancellation.

6. Disclaimer of Warranty and Limitation of Liability

6.1 The Service is provided on an "AS IS" and "AS AVAILABLE" basis. Smarttel makes no warranty, express or implied, with respect to the Service provided hereunder, and expressly disclaims any warranty of merchantability, satisfactory quality, description or fitness for any particular purpose or function. No advice or information, whether oral or written, obtained by Customer from Smarttel or its distributor(s) will create any warranty not expressly set out in these Terms of Use.

6.2 Under no circumstance, including but not limited to negligence, shall Smarttel be liable to Customer for any direct, indirect, incidental, special or consequential damages or expenses of any type or nature suffered or incurred by Customer as a result of or arising from use of or inability to use the Service.

7. Governing Law and Jurisdiction

These Terms of Use are governed by and shall be construed in accordance with the laws of Singapore, and the parties agree to submit to the non-exclusive jurisdiction of the courts of Singapore.