

## Terms of Use & Privacy Policy

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## Terms & Conditions – SMB Agreement

**1.0** These General Terms & Conditions, constituting a contractual service agreement “**Agreement**” is made and entered into by the Account Holder or the Company, known as the “**Customer**” (or “**User**”) for the rental of mailbox and use of services (collectively known as “**Services**”) provided by SNAPMAIL BOXES, herein known as “**SMB**” with Singapore Business Registration number UEN 53307458D.

**2.0** The tenure of subscription, defined as “**Term**” is stipulated in the Registration Form or when renewed to a different term will form part of this Agreement. For Business account, the Customer represent and warrant that he or she has the authority to accept these Terms on behalf of the Company or Companies. Customer shall provide a copy of valid photograph identification or business registration/s when required. Customer further agrees that SMB address provided is solely for the purpose of a virtual ‘mailing address’ and is not permitted to be used a residential address per ICA regulation.

This Agreement may be renewed by the Customer or automatically extended by utilizing the security deposit at the sole-discretion of SMB under the prevailing Terms and Conditions to keep the account active unless the Customer; (a) expressly serve notice to terminate, or (b) change the type of Services offered; or (c) fails to make payment to renew. Any change of service request or notice to terminate must be made in-writing and shall not release the Customer from any liabilities, responsibilities, or obligation to pay any outstanding charges which may have accrued prior to the date of termination.

### **3.0 30 Days Refund Policy**

In the event that the Customer is not satisfied with SMB Services or disagree with any of the Terms and Conditions of this Agreement other than Clause 3.0 contained herein, Customer may give written notice to SMB to terminate the account within 30 days from the date of registration. SMB will refund 70% on the total amount paid which includes the security deposit, less any outstanding service charges where applicable. Refund can only be made via PayNow or PayPal to the payee’s name or entity, platform provider fee may apply. On receiving the cancellation notice from the user, all access to SMB services and SnapBOX will be suspended. In addition, all incoming mail items will not be accepted. No refund request can be considered after 30 days or when mail item is received. Customer is permitted to change to any account plan or term within the 30 days period without penalty. Refund policy is not applicable to renewals, s4 or one-month plan or after a change in account plan. SMB reserves the right to amend service fees or any ongoing promotion (if any) without prior notice.

### **4.0 Services, Charges, Deposit, Payment and Taxes**

**4.1** SMB reserves the right to refuse any Customer without assigning any reason or cause. The main account holder is responsible to ensure that all add-on Users, if any shall comply with SMB’s prevailing Terms and Conditions. In the event of any breach by the account holder or any Users on any of the Terms & Conditions contain herein, SMB may terminate this Agreement forthwith in accordance to Clause 9.0 without prior notice or compensation.

**4.2** Notwithstanding anything contained herein, SMB reserves the right to revise pricing policies or levy additional add-on fees, storage and/or handling charges where necessary without prior notice. Fees paid for any add-ons are non-refundable.

4.3 During sign-up or renewal, Customer irrevocably accepts SBM terms and agree to pay the fees together with the required 'security deposit' in accordance to the prevailing Price Plan. If Customer chooses to pay by credit/debit card for the Services, Customer authorizes SMB to charge the credit or debit card provided. Card fees may apply.

4.4 SMB regularly post applicable service fee/s to the user account depending on type of services rendered. To avoid micro-payment by the users, periodic payment advice will be sent to the Customer when the total amount exceeds S\$20.00. Customer agrees to pay all outstanding due within 14 days from the payment notice, failing which SMB reserves the right to impose late fees or suspend the account. If required, SMB may require advance payment to avoid service delays.

4.5 In the event of a default by the Customer in complying with these general Terms & Conditions, SMB without prejudice to any other right or remedy, shall be entitled to immediately suspend or terminate the performance of the Service or obligations without liability to the Customer, until the outstanding due are paid in full, including any late fees. SMB reserves the right to deduct from the Security Deposit in full or in part thereof towards payment of any amount due which are not payable by the due date or on closure of the account. In addition, the Customer is responsible for any costs that SMB may incur in enforcing collection, including applicable legal fees, court costs or collection agency fees.

4.6 Customer unconditionally authorize SMB to reject or make any required Cash-On-Delivery (COD) or GST payment on behalf of User for any incoming mail item as required in the absence of any special instruction, handling fee applies. Customer shall be fully responsible for all taxes, duties, levies, custom charges, delivery charge or any required advance payment. Prepaid COD will incur a minimum \$10 handling fee or 2% of COD amount, whichever is higher. SMB is not liable for the condition and content of the item received.

4.7 Customer shall notify SMB of any change in account holder personal or business particulars and to ensure that the address, email and mobile number reflected in their SnapMail account are current. SMB does not verify the existence or accuracy of the address provided and will not be responsible if mail-alert or dispatch is not successfully transmitted.

## **5.0 SnapMail Account, Communication and Notification**

5.1 SMB virtual mailing address and user ID issued cannot be used by Customer's family member/s or any other individual or company unless they are pre-registered and acknowledged by SMB. Incoming mail items for non-registered person or business name will be rejected or disposed. Add-on fees may apply where applicable.

5.2 SMB will issue the account holder a confidential password to access their SnapMail cloud-based account. Customer is responsible for their password that they have access to, regardless if the Customer authorized the use. SMB will not be responsible for any loss due to stolen or hacked passwords. Customer must immediately notify SMB of any known unauthorized access to the account.

5.3 Customer Dashboard via SMB web-portal is a secured online platform that allow Users to view digital photo-images. SMB is not responsible for any technical error, resolution of image, timeliness of the correspondence and/or the content thereof. SMB reserves the right to delete/amend sms settings, email messages, attachments or data sent to Customer account as appropriate. All notifications, email/sms communication and its contents are proprietary to SMB and will not be retrieved nor provided to the Customer once they are deleted in the system.

5.4 Assigned user ID and mailbox number, if any are the properties of SMB. Customer has no proprietary right to such codes, box number or the dedicated assigned mailbox. SMB reserves the right to allocate or change the assigned User account ID or Suite number, mailbox number, physical location of the mailbox without prior notice or assigning any reason. SMB will not be liable for any loss, compensation, or inconvenience to the Customer.

5.5 For privacy and security of mail items, SMB will only recognize communication, enquiry or receive instruction from the main account holder. Communication from alternate contact person or add-on users if any will not be accepted.

## **6.0 Incoming Mail & Parcels, Storage, Collection and Dispatch**

6.1 SMB reserves the right not to accept writ-of-summon, demand letters, court notices, suspicious mail items or parcels that are super odd-sized or visibly damaged condition items.

6.2 SMB reserves the right to open or inspect any mail items as required and may refuse to accept them if deem inappropriate or without proper addressee. This includes confidential letters from banks or any government agencies to ensure no unauthorized use of SMB address. SMB will not receive perishable or prohibited items which may include but not limited to cash, fragile or valuable items. Depending on parcel-box availability at the SnapBOX, SMB may delay processing, notification, or dispatch for up to one-week upon receipt. Urgent processing fee may apply when required.

6.3 Customer authorizes SMB to act on the Customer's behalf to receive, sign for all registered mail items and to keep in custody as required. In the event the mail item is delivered to the mailroom without valid identification such as company name or a valid user name or suite number, SMB reserves the right to impose additional handling fees for storage and tracing. Unclaimed items after 30 days will be disposed. Customer agrees to

indemnify SMB unconditionally and irrevocably against any losses, claims, demands, damages, costs, and all liabilities of any nature whatsoever as a result of acting on these authorizations or for the loss of any disposed items.

6.4 SMB do not provide custom clearance service. In the event the government enforcement agencies require the contact of the mail or parcel recipient, the Customer authorize and permit SMB to provide the necessary details to the relevant authority as required. Customer will not hold SMB responsible for any violation of any in-country specific or international Data Privacy provisions.

6.5 In the event the Customer refuses to accept any mail or parcel addressed to the Customer, SMB may at its discretion return or dispose the mail item without liability. The Customer shall still be responsible for any COD payment made, postage or handling fees associated with the receipt and the return of the affected mail item.

6.6 Mail items may be folded as required unless 'Do Not Fold/Bend' is clearly displayed. Customers are required to collect their mail items within a specified period as indicated in their email/sms alert. Mail items not collected after the specified expiry date will incur overdue, return-trip or storage fees where applicable. SMB reserves the right to dispose the items if storage fees are not paid within 30 days. Suspected missing item or any payment dispute must be reported within 30 days from mailroom receipt, processed dispatch, or self-collection due date, investigation fee may apply. SMB reserves the right not to provide the Customer or the sender proof of processed item or receipt to the rightful user.

6.7 In the event where dispatch or re-forwarding is required, SMB has full discretion to select the appropriate delivery service provider on behalf of the Customer on a best-endeavor basis. SMB reserves the right to refuse any service request without giving any reason or whatsoever. Postage or courier arrangement by SMB will be billed to the Customer account accordingly with SMB's applicable handling fees. The Customer is to ensure that the recipient's name, destination address and mail items to be sent meets all local regulatory requirements. SMB will not be held responsible for failed delivery which could be due to address error, local regulatory, custom or tax related issues. For the avoidance of doubt, re-forwarding request is done on behalf of the Customer through a 'third-party' service provider, SMB will not be responsible for any wrong doings, delays, lost/damaged or any unsatisfactory action of the delivery service provider. SMB is not obliged to follow-up on the mail item after the item is handed over to the service provider, additional service fee may apply if assistance from SMB is required thereafter. The Customer will not subject SMB or any of SMB employee on any course of legal action or investigation related to the re-forward item.

6.8 SMB will take all reasonable steps to ensure accurate and efficient dealing with all communication received and that all mail items are handled, processed and dispatched in accordance with the Customer's instructions on a best endeavor basis, subject to parcel-box availability for self-collection. No warranty or liability is accepted by SMB, its employees, or agents in relation to any miscommunication, nor for losses or damages to the Customer nor money, valuables, or loss of business, however so caused.

6.9 Though SMB will on its best effort ensure that all mail items are safe and securely stored at SMB facilities and/or during dispatched to the Customer, SMB will not be liable for any damage, loss of mail or parcels in transit, or on arrival to SMB or the Customer. Official letter on proof of delivery with date and time must be provided by the sender or courier company within 14 days from the delivery date as claimed if there is any dispute on delivered item/s not received by SMB.

6.10 In the unlikely event that the mail item is damaged, stolen, or loss in transit, SMB's maximum liability is TEN Singapore Dollars Only per item. If valid proof of purchase containing the declared invoice value (inclusive of any delivery charge) can be provided, SMB will pay up to 10% of the total parcel value or a maximum amount of FIFTY Singapore Dollars only, whichever is lower. For the avoidance of doubt, total value of each parcel includes all items contained in the subject parcel, including delivery cost, etc. SMB will not be liable for any other loss of use, interest, or inconvenience to the Customer.

6.11 In the unlikely event that the Customer receives any mail or parcel which do not belong to the user through photo-image notification and/or when dispatched, the Customer must promptly reject and to inform SMB immediately. The Customer is entirely responsible and obligated to ensure that Customer name or Company Name is correct before collecting the item or from the dispatcher. SMB "read receipt" of sent photo-images images and/or CCTV recordings shall be considered as valid court evidence. In the event the Customer fail or neglect to check the addressee of the mail item and proceeded to open the subject item which does not belong to the rightful owner, the mail item shall be considered as taken without permission or stolen. In such event, SMB and/or the rightful owner of the mail item reserves the right to make a police report or pursue legal action against the Customer for wrongful possession. The Customer is liable to pay the full value of the stolen item/s as declared by rightful owner of the mail item, with or without proof of value. In addition, the Customer will be fully responsible for any cost that SMB and/or the rightful owner may incur in attempting to collect or recover the stolen item/s, not limited to transport charges, loss of use, applicable legal fees, court costs or collection agency fees.

## **7.0 SMB Premises, Facilities and Services**

7.1 SMB premises, facilities and mailboxes are properties of SMB. Usage of the mailbox shall be at the Customer's own risk. For security reasons, meet up in-person may be required for user ID verification.

7.2 Unless otherwise specified, all mail and parcels will be dispatched in accordance to their preferred dispatch selection during registration. Urgent request or change of self-collect location is on a best endeavor basis, service fee may apply.

7.3 Customer is NOT permitted to install any form of equipment, signages, hardware or software at the virtual mailing address or at any of the mailbox. Should such installation occur, Customer shall be liable to compensate SMB on all costs, including but not limited to the loss of business and charges for the removal of such installation, repair of any damages and to reinstate to its original condition. In addition, SMB reserves the right to make a police report and to take legal action for unlawful trespassing.

7.4 Should any SMB properties or premises is damaged or vandalized by the Customer or any parties related to the account such as creditors, their clients or the authorities, Customer will be fully liable to compensate SMB no less than One Hundred Thousand Singapore Dollars plus all claims against repair, loss of use, reputation, and all legal costs.

7.5 Possession of the SnapBOX access PIN assigned and sent to the Customer shall be considered valid evidence that the possessor is duly authorized to remove the contents from the assigned mailbox. SMB reserves the right to provide the sender proof of collection or delivery in the event of any dispute.

7.6 Customer with assigned dedicated mailbox is required to remove all mail items regularly from their assigned mailbox. If the volume of Customer's incoming mail items exceeds the capacity of the assigned mailbox, SMB reserves the right to up-size or assign additional mailbox with the additional cost billed to the Customer account. On the last day of the assigned personal mailbox, Customer is required to empty and return the rented mailbox in its original condition to SMB. Failing which, SMB shall have the sole-discretion to remove, or dispose all unclaimed items without further notification. Customer shall NOT hold SMB liable for any loss on the disposed items. Where applicable, extended storage fee of \$30 per month may apply.

7.7 In the event that the personal mailbox needs to be re-assigned, or relocate for whatever reason, SMB reserve the right to remove or transfer all the items from the existing mailbox as it deems necessary without the need to give advance notice to the Customer. Customer will NOT be entitled to receive any compensation reimbursement, or damages in respect of the transfer.

7.8 In the event that the SnapBOX ceased operation at its present location or relocate to another premise, the Customer will be assigned to another SnapBOX location or account type as required. Alternatively, Customer may choose to transfer to a different SnapBOX location subject to availability, or change the type of Service, or serve notice to terminate this Agreement in accordance to Clause 9.0. Full refund for the unused period shall be rendered to the Customer without interest within 30 days from the termination date. Customer will NOT be relieved of any obligation to pay fees and service costs accrued before the transfer or termination date or any other amount owed to SMB under this Agreement.

7.9 In the event that SMB mailroom or office relocates or ceases operations in its present premise as referenced in the mailing address, the Customer will be required to use the new mailing address as provided. Customer will NOT be entitled to receive any compensation or reimbursement for any inconvenience, or cost in respect to the relocation. Alternatively, Customer may terminate this Agreement with a written notice in accordance to Clause 9.0. SMB will not be responsible for any lost mail items if the Customer continues to use the old address. Any mail items collected from the old address may incur additional charges.

## **8.0 Business Account**

8.1 SMB is not related to the Singapore Accounting & Corporate Regulatory body (ACRA). Companies that are registered with SMB does not imply that they have a valid or registered company in the Republic of Singapore.

8.2 The Company can only use SMB address after the required payment is acknowledged by SMB. In the event the SMB address is used without first registering with SMB or when subscription with SMB had expired, SMB reserves to right to reject all mail items and file a report to the relevant authorities for unauthorize use of address. SMB reserves the right to terminate or bill the Customer account for the full period of the account term with an administration fee of \$50 for each unregistered company. For more information on penalties which carries both a fine or imprisonment or both, refer to ACRA "Section 401(1) – Providing a False and Misleading Statement" and Section 142(2).

8.3 The authorized person who register for the Company account with or without any add-on company names will be the contracting party with SMB, the authorized person may not be the owner of the company or companies. The authorized person shall undertake full legal responsibility for subscription payment or any activities relating to the account. The Customer and/or the Company shall immediately notify SMB of any change in Company registration or ownership details as appropriate.

8.4 Customer with add-on business name/s is required to pay upfront for the full-period of the remaining contract term and is non-refundable. Add-on 'personal names' cannot be a business entity, S4 account type is not eligible for add-on business names. SMB will not be responsible if ACRA or their associated organization or society does not accept SMB virtual office address. In such event, Clause 3.0 or 9.0 shall apply.

8.5 Mail items received without the appropriate business name will be returned or disposed accordingly. In the event the letters are addressed to personal names related to the business account without the company name displayed, SMB reserves the right to bill the Customer for each mail item received or apply add-on personal user name fee for the full subscription term.

## 9.0 Termination and Account Closure

9.1 Customer may terminate SMB Services by giving a written notice. Fees paid in advance with respect to the unused period shall not be refunded unless otherwise expressly provided in this Agreement.

9.2 Without prejudice to any other right or remedy, SMB reserves the right to suspend or summarily terminate this Agreement and/or any specific services immediately without any refund, advance notice, or explanation whatsoever or when any of the following occurs;

- i. Service Fee or any other monies payable to SMB are in arrears;
- ii. Customer attempt to use or had used the service, or the virtual mailing address without permission or for any unlawful, illegitimate or fraudulent purposes or any activities in contravention of the Singapore law;
- iii. Customer has been served a bankruptcy notice, winding-up order, declared a bankrupt, insolvent or in liquidation.
- iv. Any material information provided by the Customer to SMB is untrue or misleading;
- v. SMB receives repeated calls or visits from your senders, service providers or debtors;
- vi. Customer receives an unreasonable volume of incoming mail or parcels;
- vii. Customer engage in offensive, abusive or disruptive behavior towards other Customers or employees of SMB;
- viii. Customer enters or attempt to enter 'restricted' mailroom without permission;
- ix. SMB did not receive any response from the Customer through email or SMS;
- x. Customer violates or deem to violate any provision of this Agreement.
- xi. SMB is unable to provide the Services due to lack of reasonable operating capacity or resource.

9.3 Notwithstanding Clause 9.2, in the event the Authority removes the Services provided by SMB under its license granted or instructs or gives guidance that SMB should terminate all or part of any Services which would potentially cause a breach of any laws or regulations, SMB shall be entitled to immediately terminate and/or remove any specific service or Terms and Conditions in this Agreement forthwith. Any unused period of the Term shall be refunded to the Customer on pro-rated and without interest within 30 days of such termination.

9.4 Upon termination of any Services for any reason or cause, Customer will NOT be relieved of any obligations to pay fees and service costs accrued before the termination date or any other amount owed to SMB under this Agreement. Customer shall be liable to SMB for all outstanding amount due up to and including such date of termination. SMB reserves the right to deduct from the refundable security deposit as it deems fit and refund the balanced amount to the account holder accordingly. SMB will NOT be liable for any loss or damage arising as a result of cancellation, closure, suspension, or termination.

9.5 In the event that the Customer do not respond to SMB's renewal messages for whatever reasons, SMB will proceed to deduct from the Customer refundable "security deposit" to keep the account active to continue receiving any incoming mail items. Once the deposit is fully depleted, the account will be closed without further extension. No refund of any deposit will be permitted thereafter.

9.6 In the event that the right of Clause 9.0 is exercised in-part or in-full for any reason, SMB shall not be liable to the Customer or any third party for any loss or damage arising from the suspension or termination of the said Service. In addition, all access to SMB services, including user dashboard and mailbox where applicable, will be suspended with immediate effect. All incoming mail items or in storage will either be rejected or disposed and without any liability or whatsoever. Extended storage fee where applicable is minimum S\$30 per month.

9.7 The default method of security deposit refund less any outstanding is through PayNow, Singapore local bank transfer or PayPal, all other form of refunds will have a service fee of SGD10. The Customer will bear all bank charges, platform, or service fees where applicable.

## 10.0 Confidentiality and Law Enforcement

10.1 In compliance with Singapore's Personal Data Protection Act (PDPA), SMB do not retain copies of Customer ID or any confidential information other than to the extent necessary for identity verification or legitimate business use in connection with the Service. While SMB endeavor to handle all Customers mail items with the strictest confidence and care, SMB reserves the right, without liability, to open any mail or parcel for inspection or re-packing as necessary.

10.2 In the event of termination or non-renewal, this Agreement and any information provided to SMB shall remain confidential to the Customer and SMB. To comply with applicable laws and to protect the integrity of SMB business and systems, SMB may disclose any appropriate information or mail item it considers necessary to law enforcement officials or regulators.

10.3 In the event of death or incapacity of Customer, SMB may require the appropriate documents from the Probate Court, the executor of the estate, the trustee or entity before releasing any available mails or parcels to the requesting party. SMB at its sole-discretion may discard or destroy any unclaimed items without any liability or whatsoever.

#### **11.0 Notices & Registered items**

Customer "registered" mail item/s requiring recipient's signature or any SMB's written notice to the Customer shall deem to be delivered after placement of such notices either by SMB mail-alert image notification or placed in Customer's personal SnapBOX, or sent by post to the Customer's last known address, or delivered in-person to the Customer.

#### **12.0 Dispute resolution**

If a dispute arises out of or in connection with this Agreement or Services provided by SMB, either Party may, by notice, require the other Party to seek a resolution by negotiation in good faith. Where the parties fail to reach an agreement, the dispute may be referred to the arbitration process, conducted in private and in accordance with the Arbitration Rules of Singapore International Arbitration Centre (SIAC). Each Party shall bear its own costs of such arbitration. In the event that Clause 12.0 herein is not adhered, the Customer will be fully responsible for all SMB litigation cost incurred, including transport charges, loss of time, or court attendance fees.

#### **13.0 Assignment/Novation**

SMB may assign or novate its rights and obligations under this Agreement, and may utilize third parties in performing the duties and obligations without prior consent of the Customer. Customer may not assign this Agreement or any right or obligation under this Agreement without SMB's prior written consent.

#### **14.0 No Waiver and Severability**

SMB failure to enforce the strict performance of any provision of this Agreement does not constitute a waiver of SMB's right to subsequently enforce any provision of this Agreement. If for any reason any term or provision of this Agreement is deemed invalid, void or unenforceable, all other provisions of these terms shall remain binding.

#### **15.0 Variations**

SMB reserves the right to amend, add to, delete and/or vary any of the clauses herein stated, and the Customer shall be bound to observe, perform, and comply with the provision herein. Customer continued use of SMB Services with or without such notices will constitute your acceptance of the modifications on the Terms and Conditions of this Agreement.

#### **16.0 Disclaimer & Exclusion of Liability**

All services offered and provided are performed "as is" basis, without warranty against any failure of performance. SMB further disclaims all representations and warranties relating to the Services provided, including in relation to inaccuracies, omissions, timeliness, or completeness in the provision provided. SMB, its employees, or agents shall not be liable to the Customer or any third party for any damage, loss, or delay arising from the Services or out of any circumstances beyond SMB's control which may include but not limited to acts of God, compliance with any law or regulations of any authority, war, riots, robbery, fire, severe weather, strikes and delays attributable to customs authorities and accidents. You acknowledge that all electronic data communication is potentially susceptible to interception by others.

THE LIABILITY OF SMB, ITS STAFF OR AGENTS FOR ANY REASON AND UPON ANY CAUSE OF ACTION IS LIMITED TO A MAXIMUM OF SGD100.00 ONLY. ACCORDINGLY, YOU AGREE TO RELEASE AND KEEP SMB, ITS STAFF AND ITS AGENTS FULLY INDEMNIFIED AGAINST ANY OBLIGATION, LIABILITY, LOSS, SUIT, DAMAGE, EXPENSES OR CLAIM IN EXCESS OF THE AMOUNT STATED.

#### **17.0 Applicable Law and Jurisdiction**

These General Terms & Conditions and Agreement shall deem to be a contract made in Singapore and shall be subject to, governed by, and interpreted in accordance with the laws of the Republic of Singapore for every purpose.

BY TAKING ANY REQUIRED ACTION IN USING THE SERVICES PROVIDED BY SMB, CUSTOMER IS ACKNOWLEDGING ITS UNDERSTANDING OF THIS AGREEMENT, AND THAT THE CUSTOMER WILL BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.

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