

Privy Service Terms & Conditions

1 DEFINITIONS

- (i) "Box Number" means the service number (but not a physical box) allocated by SingPost to the Subscriber for the purposes of the Service;
- (ii) "Declared Value" is the value stated on the consignment note at the time the sender arranges for shipment via ezy2ship. SingPost reserves the right to request supporting documentation, such as invoices or receipts, to verify the declared value. If no supporting documentation is provided, SingPost has the right to adjust the compensation to reflect the actual market value of the Mail item;
- (iii) "Mail" refers to mail and packages sent exclusively via SingPost's Postal and Parcel services (including Registered Service and Speedpost) and expressly excludes any items sent via or intended to be delivered by third party couriers or delivery services;
- (iv) "Registered Address" means the Subscriber's mailing address registered with SingPost in the Subscriber's application form for the Service;
- (v) "Service" means the service offered by SingPost to Subscribers whereby the Subscriber will be allocated a Box Number to which Mail for the Subscriber may be addressed and SingPost will deliver Mail addressed to such Box Number to the storage location designated by SingPost and/or delivery or collection of your Mail upon request. The Service is designed for standard Mail and parcel storage. It is not intended for the storage or transmission of high-value or irreplaceable items. Any use of the Service for high-value or irreplaceable items is undertaken at the Subscriber's sole risk, and SingPost accepts no liability for such items
- (vi) "Subscriber" means the successful applicant of the Service; and
- (vii) "Working Day" means any day from Monday to Friday (excluding public holidays).

2 SCOPE OF SERVICE

- 2.1 Mail addressed to the Subscriber's Box Number will be delivered by SingPost to the secured location designated by SingPost where the Mail is stored.
- Notwithstanding Clause 2.1, SingPost may determine, in its reasonable discretion, whether to deliver any Mail addressed to the Subscriber's Box Number, including, but not limited to, cases where Mail may pose a safety and/or security risk or breach of postal regulations, or is delivered through a third party courier service. SingPost reserves the right not to accept or store items delivered via any courier service other than SingPost. SingPost shall not be liable for any loss, damage, mis-delivery, delay, or non-delivery of any Mail or postal items while in transit, in storage, or otherwise handled in connection with the Services, regardless of whether such Mail is under the discretion of SingPost as outlined in this Clause. Subscribers are advised to obtain appropriate insurance coverage for any valuable or sensitive Mail items. SingPost does not provide any insurance coverage or compensation for Mail items in the event of loss, damage, or delay.
- 2.3 For avoidance of doubt, the Box Number may not be used as the address on any Mail to be delivered by a third party courier or delivery service. SingPost will not accept or process any Mail or packages not delivered through SingPost's Postal and Parcel services under this Service. Subscribers are strictly prohibited from providing the Box Number as the address for deliveries made via third-party couriers, which require the full details of the Subscriber's mailing address, including name, street address, and other relevant details.



- 2.4 Mail addressed to the Subscriber's Box Number will be stored by SingPost for the subscription period. In the event the Subscriber's Box is full or the dimensions of the Mail exceed the storage capacity, SingPost may notify the Subscriber to arrange for self-collection at the selected Post Office. In the event that Mail remains uncollected within three (3) Working Days upon the notification, SingPost reserves the right to return such Mail to the sender or store it at an additional fee, at its sole discretion.
- 2.5 For the avoidance of doubt, the Mail addressed to the Subscriber's Box Number shall only be collected by the Subscriber or by an authorized person upon provision of proper identification and prior written authorization from the Subscriber. SingPost reserves the rights to request the Subscriber to provide identification or supporting documents for verification before issuing the Mail for collection. However, SingPost shall not be responsible for verifying whether the authorized person is indeed authorized beyond the receipt of the written authorization and identification.
- 2.6 The Subscriber may also request SingPost to forward the Mail to the Registered Address at a chargeable fee which is non-refundable.
- 2.7 If the Subscriber's Box is full or the dimensions of the Mail are unable to fit into the storage, the Subscriber shall receive notification from SingPost to arrange for self-collection at the selected Post Office. For any Mail which remains uncollected beyond 3 Working Days upon confirmation, SingPost reserves the right to return such Mail to the sender, at its sole discretion.

3 FEES

- 3.1 The subscription fees payable for the Service is renewable on an annual basis based on prevailing fees. Service of the subscription will not begin until all fees have been processed.
- 3.2 All fees and charges shall be payable by the Subscriber in advance, upon receipt of notification from SingPost.
- 3.3 The subscription for the Service is automatically renewed annually unless terminated in accordance with these Privy Service Terms & Conditions.

4 TERMINATION

- 4.1 By the Subscriber
 - (a) The Subscriber may terminate the Service by giving SingPost written notice of at least seven (7) Working Days and the Service shall be terminated within seven (7) Working Days from the date of the Subscriber's written notice.
 - (b) In the event that the Subscriber terminates the Service prior to the expiry of the subscription period, whether in accordance with Clause 4.1(a) or otherwise, the subscription fees with respect to any unused portion of the subscription period shall not be refunded, unless otherwise required by law or where SingPost determines, at its sole discretion, that a pro rata refund is appropriate under the circumstances.



4.2 By SingPost

- (a) SingPost may terminate the Service at any time and is not bound to give any reason whatsoever, without being liable to damages or otherwise for the said termination, save that SingPost shall refund to the Subscriber the subscription fees with respect to any unused portion of the subscription period.
- (b) SingPost may terminate the Service immediately in the event that the Subscriber breaches any of these Privy Service Terms & Conditions. If the breach is, in SingPost's sole determination, capable of being remedied, SingPost shall provide the Subscriber with a written notice specifying the breach and requiring the Subscriber to remedy the breach within fourteen (14) days from the date of the notice. If the Subscriber fails to remedy the breach within the specified time frame or if SingPost determines that the breach is not capable of being remedied, SingPost may terminate the Service immediately without further notice. In the event of termination due to the Subscriber's breach, the Subscriber shall not be entitled to any refund of the subscription fees with respect to any unused portion of the subscription period, without prejudice to any other rights or remedies SingPost may have against the Subscriber under these Privy Service Terms & Conditions, in law or equity.
- (c) SingPost may terminate the Service on grounds of national interest, public safety or for any other reasons. In the event that this right is exercised, SingPost shall not be liable to the Subscriber or any third party for any direct or indirect loss or damage arising from the termination of the said Service, except as may be required under applicable law or regulations. Mail affected by such termination of the Service will not be delivered in accordance with the Service but will be disposed of according to the provisions of the Postal Services Act (Cap. 237A) and any rules and regulations made thereunder.
- (d) SingPost may, without prejudice to any other rights or remedies of SingPost and notwithstanding the waiver of any previous breach, forthwith terminate the Service, if:
 - (i) the Service is not renewed due to non-payment of fee after the due date of the official bill;
 - (ii) the Subscriber shall be adjudged a bankrupt or if a receiving order be made against him or if he makes any composition or arrangements with or without assignment for the benefit of his creditors;
 - (iii) the Subscriber, in the case of a corporation, has a winding-up petition presented against it, or receiver appointed, or a receiver and manager appointed or a judicial manager appointed;
 - (iv) SingPost is of the opinion that the Subscriber has failed to observe and perform any of the rules and regulations or conditions of the agreement with SingPost.

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

4.3 However, if the Service is terminated after expiry date without renewal, or due to non-payment, or by reason of breach of this agreement by the Customer, a one-time redirection of Mail will be provided, on the day of termination. Subsequent Mail addressed to the Subscriber's Box Number will be returned to the sender (if there is a return address) in accordance with clause 5.2 below.



5 CONSEQUENCES OF TERMINATION

- 5.1 If the Service is terminated by the Subscriber prior to the subscription period's expiry date, or due to non-payment or breach of these Privy Service Terms & Conditions, SingPost will arrange a one-time redirection of Mail on the date of termination. After this date, any Mail addressed to the Box Number will be handled as follows:
 - (a) Untracked Mail will be retained at SingPost's facility for a period of 3 months.
 - (b) Tracked Mail will be retained for a period of 6 months.
 - (c) Registered Articles will be retained for a period of 12 months, as specified under applicable regulatory requirements.

During these retention periods, the Subscriber may retrieve any held Mail in accordance with SingPost's retrieval procedures. Any Mail that remains uncollected after the applicable retention period will either be returned to the sender (if a return address is available) or securely disposed of (if no return address is provided). SingPost shall not be liable for the non-delivery or destruction of such Mail beyond the retention period

6 SUBSCRIBER'S RESPONSIBILITY

- 6.1 The Subscriber shall:
 - (a) ensure that the Service is not used for any illegal or unlawful purpose including but not limited to any illegal or unlawful purpose. SingPost does not monitor the use of the Service, but reserves the right to take action, including suspension or termination of the Service, if it becomes aware of any illegal activities;
 - (b) ensure that the name (use of pseudonym is not permitted) and Registered Address that is provided in the application form for the Service;
 - (i) is accurate and be responsible for all information provided and declaration made in respect of the application for the Service.
 - (ii) is a valid Singapore-based address, approved by IRAS, with an allocated 6-digit postal code.
 - (c) ensure that the Service is not used by any other person / company except with SingPost's prior written approval.
 - (d) promptly inform SingPost of any change in the Registered Address. SingPost shall not be liable for any failure to deliver communications or services due to the Subscriber's failure to update the Registered Address.
 - (e) promptly pay all amounts due to SingPost by and before the Service expiry date.



7 SINGPOST'S RIGHTS

- 7.1 Box Numbers are the property of SingPost, and the Subscribers do not have any proprietary rights to the Box Number assigned. SingPost reserves the right to alter and /or reallocate any Box Number at any time. SingPost will provide reasonable prior notice to Subscribers where practicable, and make reasonable efforts to minimize inconvenience. In cases where significant disruption occurs as a result of such alteration or reallocation, SingPost will work with the affected Subscriber to mitigate the impact, though no liability is assumed by SingPost.
- 7.2 SingPost reserves the right to refuse to offer the Service to any person, firm or company for reasons related to operational feasibility, legal or regulatory compliance, or protection of SingPost's business interests. Such refusal will be applied consistently and without discrimination. SingPost is not required to disclose the specific reasons for refusal but will ensure that such decisions are made fairly and in compliance with applicable laws.

8 LIMITATION AND EXCLUSION OF SINGPOST'S LIABILITY

- 8.1 The Subscriber shall indemnify and keep SingPost harmless from and against any and all costs, damages, losses, liabilities, and expenses arising out of or in connection with any claim by a third party or any damage, loss or injury suffered by SingPost, to the extent such damage, loss, or injury is caused by the Subscriber's breach of these Terms & Conditions, negligence, or willful misconduct.
- 8.2 To the extent permitted by law, and subject to satisfactory proof of claim by the Subscriber, SingPost's total liability to the Subscriber for any claims, damage or loss arising out of or in connection with the Service, whether in contract, tort (including negligence), or otherwise, shall be not exceed:

 (a) the declared value of the Mail item, as stated on the consignment note at the time the sender arranges for shipment via ezy2ship, or if not stated, the fair market value of the Mail item at the time and place of delivery, subject to verification by SingPost through supporting documentation; or (b) an aggregate amount of S\$300 per account, whichever is lower.

For claims arising from delays, where such claims are not excluded by these terms, SingPost's liability shall be limited to the amount of the charges for the Services related to the delayed Mail item. In no event shall SingPost be liable to the Subscriber or any third party for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, business, or anticipated savings, even if SingPost has been advised of the possibility of such damages.

- 308.3 SingPost shall not, in any event, be liable for any loss or damage arising from or in connection with:
 - (i) its failure to perform any of its obligations hereunder if such failure is the result of circumstances outside its reasonable control including but not limited to any national emergency, the outbreak of or any act of hostility (whether or not accompanied by any formal declaration of war), any change in law or any government act, order, rule, regulation or direction, act of war, act of terrorism, explosion, accident, civil commotion, insurrection, riot, industrial dispute, strike, lockout, stoppages or restraint of labour from whatever cause whether partial or general, weather conditions, traffic congestion, mechanical breakdown, obstruction of any public of private road or highway, pandemic, epidemic, outbreak of any disease or infection, unavailability of raw materials, energy or other supplies, failure of any public or private utilities/telecommunications provider, fire, flood or any other acts of God, illegality, or any other circumstances affecting the supply of goods or services;



- (ii) any defects in respect of the Mail item, even if known to SingPost when SingPost had accepted it;
- (iii) the Subscriber's acts or omissions, including but not limited to insufficient or improper packing, security or addressing:
- (iv) any action or omission by anyone other than SingPost including but not limited to other couriers, customs, and regulatory authorities;
- (v) any loss of secrecy in communication arising from the use of this Service;
- (vi) the hazardous, fragile or brittle nature of the Mail item;
- (vii) any consequences of delay or confiscation by any competent authority because of the discovery of prohibited contents.

9 ADDRESS FORMAT

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

Name of Subscriber Privy Box No. 92XXXX Singapore 92XXXX

(where XXXX are the numerals allocated to the Subscriber under this application)

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

- 9.2 SingPost reserves the right to refuse delivery of any Mail not bearing the above address format, However, SingPost, at its sole discretion, may process Mail with minor deviations in the address format, provided the intended recipient can still be reasonably identified.
- 9.3 In cases where the return address is missing or incorrect, SingPost may follow the procedure outlined in Clause 2.4 regarding uncollected or undeliverable Mail. For any Mail that cannot be returned to the sender, SingPost reserves the right to store, return to the sender, or destroy the Mail, at its sole discretion.

10 DATA PROTECTION

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



11 ENTIRE AGREEMENT

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

12 AMENDMENTS

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

13 GOVERNING LAW

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