

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 numbers¹ for such services and assigning such numbers to the Licensee's subscriber (referred to in this Annex as an "IP telephony number"). Such services allow subscribers 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 subscribers 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 subscribers for any use of the Services to contact the emergency services referred to in Condition 2.1 of this Annex.
- 2.3 The Licensee shall comply with Condition 12.3 of the Licence² for all calls made to the public emergency services referred to in Condition 2.1 of this Annex.
- 2.4 The Authority reserves the right to require the Licensee to comply with additional safety and security safeguards to enhance security measures for public and national safety.

¹ An International Telecommunications Union Telecommunications Standardization (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.

²The SBO Licence Template is available on the Authority's website via this link: <https://www.imda.gov.sg/regulations-licensing-and-consultations/licensing/licences/licence-for-the-provision-of-telecommunication-services>

3 Number Portability

- 3.1 The Licensee shall comply, at its own cost, with any requirement and guidelines established by the Authority on number portability required to be implemented by the Licensee.

4 Registration of Subscribers

- 4.1 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:

- (a) Name;
- (b) Identity Number (as applicable, NRIC number, FIN, passport number of the subscriber and business registration number of the company for corporate customer);
- (c) Billing Address;
- (d) Service Address (where applicable);
- (e) Contact Information (landline number, mobile number, or email address);
- (f) Service Period (start and end date for each type of service);
- (g) Service Types:
 - (i) Service ID;
 - (ii) Assigned Client IP address and User ID/User Name (where applicable); and
- (h) Equipment ID (where applicable).

- 4.2 The Authority reserves the right to require the Licensee to record any other details as necessary in its register of subscribers.

- 4.3 Before recording the particulars referred to in Condition 4.1 of this Annex, the Licensee shall:
- (a) where the subscriber is in Singapore, require the production of the subscriber's identity 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.
- 4.4 The records in the register shall be kept by the Licensee for a period of not less than twelve (12) calendar months from the date of termination of the Services to the subscriber.

5 Registration of Retailers

- 5.1 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:
- (a) Name, business address and, as applicable, NRIC number, passport number or business registration number of the retailer in Singapore;
 - (b) 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;
 - (c) Contact telephone number(s) of the retailer; and
 - (d) IP telephony number accounts allocated by the Licensee to the retailer for sale.

- 5.2 The Licensee shall ensure that retailers selling its Services obtain the information set out in Conditions 4.1, 4.2 and 4.3 of this Annex upon the registration of a subscriber and forward such information to the Licensee within two (2) days of the activation of the subscriber's account.
- 5.3 The Authority reserves the right to require the Licensee to record any other details as necessary in its register of retailers.
- 5.4 The records in the register shall be kept by the Licensee for a period of not less than twelve (12) calendar months from the date of which the retailer ceases to sell the Services of the Licensee.

6 Provision of Directory Enquiry Services

- 6.1 The Authority reserves the right to require the Licensee to do the following:
- (a) to provide directory enquiry services based on an integrated customer database upon request to any person to whom the Licensee provides the Services; and
 - (b) to provide directory enquiry services for subscribers of other licensees,
- and the Licensee shall comply with such requirements imposed.

7 Provision of Integrated Directories

- 7.1 The Authority reserves the right to require the Licensee to do the following:
- (a) to provide integrated directories for all subscribers at no charge (except with the approval of the Authority) and at annual intervals or any other intervals to be agreed with the Authority; and
 - (b) to exchange all relevant customer data with other licensees free-of-charge for the purpose of providing integrated directories and providing integrated directory enquiry services,
- and the Licensee shall comply with such requirements imposed.

- 7.2 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 the Authority, whose decision shall be final.

8 Data Retention Requirements

- 8.1 The Licensee shall maintain the following data records, which shall be made available for inspection by authorised Singapore government agencies:
- (a) Assigned Source IP address and Date & Time stamps; and
 - (b) Assigned User ID/User Name (e.g., subscriber records associated with (a)).
- 8.2 The Licensee shall maintain Call Detail Records (“CDRs”) of all calls made and received through the Service, which are operated and/or provided in Singapore.
- 8.3 All data records including CDRs shall be kept by the Licensee for a period of not less than twelve (12) calendar months.
- 8.4 The Authority reserves the right to require the Licensee to retain any other details as part of data records as necessary.

9 Additional Conditions for Provision of IP Telephony Services Utilising Level “6” Telephone Numbers

- 9.1 Where the Licensee provides any of the Services utilising a level “6” telephone number, it shall comply with Conditions 9.2 to 9.8 in respect of such services (hereinafter referred to as “Level “6” Services”). For the purposes of these Conditions, “Fixed Network Telecommunication Services” means fixed line basic telephony services associated with number level “6”.
- 9.2 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.

9.3 The Licensee shall ensure that:

(a) any person through customer premises equipment that enables 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 them of any emergency.

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

9.5 The Licensee shall ensure that its Level “6” Services comply with the same standards and requirements for number portability as may be established by the Authority from time to time for Fixed Network Telecommunication Services.

9.6 The Licensee shall:

(a) provide directory enquiry services based on an integrated customer database upon request to any person to whom the Licensee provides its Level “6” Services; and

(b) provide directory enquiry services for subscribers of other licensees in relation to all persons to whom the Licensee provides its Level “6” Services.

9.7 The Licensee shall:

- (a) provide integrated directories to subscribers of its Level “6” Services in accordance with such requirements as may be established by the Authority; and
- (b) exchange all relevant customer data of subscribers of its Level “6” Services with other licensees free-of-charge for the purpose of providing integrated directories and providing integrated directory enquiry services.

9.8 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 the Authority, whose decision shall be final.