

## **GUIDELINES TO APPLICATION FOR TELECOMMUNICATION DEALER'S LICENCES**

### **1. INTRODUCTION**

- 1.1 This set of guidelines contains general information for interested parties to:
- (a) apply for a Telecommunication Dealer's Individual Licence; and/or
  - (b) register for a Telecommunication Dealer's Class Licence.
- 1.2 Importers, retailers, manufacturers intending to manufacture, import, let for hire, sell, or offer or possess for sale any telecommunication equipment must apply/register for the above Dealer's Licence. One of the requirements is that it must be a business/LLP/company registered with ACRA.
- 1.3 The applicant/registrant is required to seek the necessary approvals from other relevant authorities in Singapore relating to its business, where required. In addition to the IMDA telecommunication equipment dealer licence, secondhand dealers of telecommunication equipment are also required under Sec 6 of the Secondhand Dealers Act to apply for a separate Secondhand Dealers licence from the Police Licensing Division. Information on the Secondhand Dealers Licence as well as the application form can be downloaded from <http://www.spf.gov.sg/licence1/>

### **2. DEFINITIONS**

- 2.1 "Dealer" means a person who manufactures, imports for sale, lets for hire, sells, or offers or possesses for sale any equipment which is capable of being used for the purpose of telecommunication, and includes an employee of the dealer.
- 2.2 "Sale" includes every transaction of or in the nature of barter or exchange, every transaction of hire or hire-purchase and every transaction by which any goods are pawned or hypothecated or as the result of which the ownership of or an interest in goods is or may be transferred or created.
- 2.3 "Dealer's Class Licence" means a licence referred to in regulation 3 of the Regulations.
- 2.4 "Dealer's Individual Licence" means a licence referred to in regulation 4 of the Regulations.
- 2.5 "Licence" means a Dealer's Class Licence or a Dealer's Individual Licence.



- 2.6 "Licensee" means a person to whom a licence is granted and includes an employee of the licensee.
- 2.7 "Regulations" means the Telecommunications (Dealers) Regulations (Cap. 323, Rg. 6).
- 2.8 "Telecommunication equipment" means any appliance, apparatus or accessory used or intended to be used for telecommunications.
- 2.9 "Registered equipment" means any telecommunication equipment registered for sale under regulation 20 (6) of the Regulations. "Non-registered equipment" means any telecommunication equipment that is not a registered equipment.

### **3. SCOPE OF LICENCE**

#### **3.1 Dealer's Class Licence**

- (a) A dealer who manufactures, imports, lets for hire, sells, or offers or possesses for sale any registered equipment or telecommunication equipment set out in the First Schedule (Annex 1) of the Telecommunications (Dealers) Regulations shall be deemed to have been granted a Dealer's Class Licence for that purpose.
- (b) The holder of a Dealer's Class Licence shall comply with the conditions of that licence set out in the Second Schedule (Annex 2).
- (c) The holder of a Dealer's Class Licence will be registered based on the main business location. The licensee does not need to register for a separate Dealer's Class Licence for additional premises/outlets at different locations for selling registered equipment or any telecommunication equipment set out in the First Schedule. However, the licensee shall register the additional premises/outlets with IMDA under the existing Dealer Class Licence by providing the particulars including the address and contact telephone number of such premises. No licence fee will be charged for those additional premises.
- (d) An individual, who is not carrying on any business or trade as a dealer, sells or offers or possess for sale any registered equipment or telecommunication equipment set out in the First Schedule shall be deemed to have been granted a Dealer's Class Licence for the same purpose and is not required to register with IMDA. (e.g., private individuals who put up their used mobile telephone for auction online).

### **3.2 Dealer's Individual Licence**

- (a) A dealer who wishes to manufacture, import, let for hire, sell or offer or possess for sale any telecommunication equipment that is not -
  - (i) registered equipment; or
  - (ii) telecommunication equipment set out in the First Schedule shall obtain a Dealer's Individual Licence.
- (b) A holder of a Dealer's Individual Licence may only sell telecommunication equipment that is not registered equipment or telecommunication equipment set out in the First Schedule -
  - (i) to another holder of a Dealer's Individual Licence; or
  - (ii) to a person, other than the holder of a Dealer's Class Licence, for re-export and not for use in Singapore.
- (c) A dealer shall obtain a Dealer's Individual Licence for each of the premises under his control or occupation where he manufactures, imports, lets for hire, sells, or offers or possesses for sale any telecommunication equipment referred to on paragraph 3.2(a).
- (d) The holder of a Dealer's Individual Licence shall comply with the conditions of the licence set out in the Schedule (Annex 3).
- (e) The holder of a Dealer's Individual Licence shall not manufacture, import, let for hire, or offer or possess for sale any prohibited telecommunication equipment set out in the Third Schedule except where approved by the Authority and in accordance with such terms and conditions as the Authority may impose. The list of telecommunication equipment set out in the Third Schedule is shown in Annex 4.

## **4. REQUIREMENTS ON DISPLAY & ADVERTISEMENT OF TELECOMMUNICATION EQUIPMENT**

- 4.1 Dealers must segregate and display registered and non-registered equipment separately.
- 4.2 The registered equipment must be affixed with the IMDA compliance label.
- 4.3 The non-registered equipment must be grouped together, and the dealer must put up signs or affix a label on each non-registered equipment on display having the words "FOR EXPORT ONLY – NOT APPROVED FOR LOCAL USE".
- 4.4 If the signs are used, they must be prominently placed in every showcase or every row of displaying shelves where non-registered equipment are displayed.

4.5 In all advertisements for non-registered equipment, the words “FOR EXPORT ONLY” must be stated.

4.6 The Labelling Requirements for compliance is attached at Annex 5.

## **5. LICENCE FEES / DURATION OF LICENCE**

5.1 (a) The Licence fee for a Dealer’s Class Licence is a one-time payment of \$50 and is valid until cancelled or suspended; and

(b) The Licence fee for a Dealer’s Individual Licence is \$250 for 5 years.

### Note:

Licence fees paid are not refundable (whether on a pro-rated basis or any other basis) when the licence is cancelled by IMDA in the following circumstances:

- (i) where the licensee requests for variation or early termination of its licence, or
- (ii) where IMDA cancels the licence under Section 10 the Telecommunications Act 1999 (“the Act”) or the Regulations.

## **6. COMPLIANCE WITH REGULATORY FRAMEWORK**

6.1 In addition to the Licence Conditions, the Licensee shall comply with the provisions of the Act; the Regulations and any code of practice and direction issued under the Act.

## **7. APPLICATION/REGISTRATION PROCEDURE**

7.1 Applicants can apply for the Dealer’s Individual licence or register for the Dealer’s Class licence online via [www.gobusiness.gov.sg/licences](http://www.gobusiness.gov.sg/licences). The applicants are not required to submit a copy of the ACRA Certificate to IMDA if the applications are made online. Details of equipment such as the manufacturer, model number and category are required for application/registration of the licence.

7.2 IMDA is committed to, within 7 working days, either process an application that qualifies with all required supporting documents or respond to the applicant in the event of a delay or rejection. Thereafter, the applicant may expect all complete and correct applications that are qualified to be approved.

- 7.3 IMDA is deemed to have responded to the applicant if there has been an attempt to contact the applicant by phone, fax, mail, email or any other common forms of communication. Where mail is used as the channel of communication, proof of postage would constitute proof of delivery.
- 7.4 IMDA will not be liable for any expenses incurred by the applicant on the wrong supposition that the licence application has been approved. The applicant should consult IMDA on the status of the licence application when no notification from IMDA is received. For the avoidance of doubt, no licence application is approved unless an approval notification from IMDA is received.

**Notes:**

- 1 This document has no legal standing and is not intended as a substitute for legal advice. While every effort has been made to provide an accurate and authoritative account of the licensing regime, the licence(s) to be granted to successful applicants will be the complete authoritative text.**
- 2 The information contained in this document is intended to assist interested parties in applying for the relevant licences. It does not bind IMDA to any particular course of action in relation to the handling of any application, or to the terms of any licence to be granted, or to grant any licence to any party. IMDA reserves the right to change its policies and/or to amend this document without prior notice.**
- 3 The grant of a licence is at the sole discretion of IMDA. IMDA reserves the right not to accept any application submitted. IMDA will undertake to explain to the applicant concerned, on the applicant's request, why the applicant is unsuccessful in its application for a licence.**
- 4 IMDA reserves the right to disclose the identities of parties who have submitted applications. All other information received will be treated in confidence.**

**Extracts From the Telecommunications (Dealers) Regulations**

FIRST SCHEDULE

TELECOMMUNICATION EQUIPMENT  
NOT REQUIRING APPROVAL

1. Telephone (Standard/Multi-Feature/Image/Data/Switching)
2. Telephone Line Interface
3. Telephone Ancillary
4. Autodialler
5. Auto Answering/Recording Set
6. Caller Identification Equipment
7. Security Alarm System
8. Facsimile Transceiver
9. Voice Band Modem
10. EFTPOS/CCAT
11. Telex Equipment
12. Digital Leased Circuit Equipment
13. Other equipment as determined by the Authority

**Extracts From the Telecommunications (Dealers) Regulations****CONDITIONS OF DEALER'S CLASS LICENCE**

1. The holder of a Dealer's Class Licence (referred to in this Schedule as the Class Licensee) shall manufacture, import, let for hire, sell, or offer or possess for sale only —
  - (a) telecommunication equipment registered under regulation 20(6); or
  - (b) telecommunication equipment set out in the First Schedule provided that such equipment is designed and constructed in accordance with such standards and specifications as may be published by the Authority
2. A Class Licensee who wishes to sell any registered equipment or telecommunication equipment set out in the First Schedule shall —
  - (a) before selling such telecommunication equipment, ensure that it meets the standards and specifications for the sale of such telecommunication equipment published by the Authority in the manner it thinks fit;
  - (b) ensure that it works correctly with the relevant telecommunication system or equipment of the telecommunication system licensee to which it is connected; and
  - (c) cease to sell the telecommunication equipment if so directed by the Authority and dispose of the telecommunication equipment at his own expense in the manner directed by the Authority.
3. A Class Licensee shall, if required by the Authority, produce any telecommunication equipment for testing or inspection by the Authority and all expenses incurred in connection with the testing or inspection shall be borne by the Class Licensee.
4. A Class Licensee shall not have in his possession for sale any device or equipment which is capable of monitoring or intercepting the transmission of a radio-communication network.
5. (1) A Class Licensee shall not have in his possession for sale, hire or use any device or equipment which can be used –
  - (a) to alter, delete or remove any identification code or number of any telecommunication equipment which can be used to obtain any telecommunication services from telecommunication licensees; or
  - (b) to insert or duplicate any identification code or number of such telecommunication equipment in any other telecommunication equipment.

5. (2) For the purposes of this paragraph, telecommunication equipment includes subscriber identification module (“SIM”) cards.
6. (1) A Class Licensee who imports any telecommunication equipment into Singapore for the purpose of re-export —
  - (a) shall, unless the Authority otherwise directs, immediately move the telecommunication equipment into a free trade zone under the Free Trade Zones Act (Cap. 114) and keep it there pending re-export;
  - (b) shall not sell it to any person for use in Singapore; and
  - (c) shall re-export the telecommunication equipment and furnish satisfactory evidence of the re-export to the Authority within such time as may be stipulated by the Authority.
6. (2) A Class Licensee shall, if required by the Authority, give a written undertaking that the telecommunication equipment declared to be for export purposes will not be sold, or offered or possessed for sale in Singapore.
7. A Class Licensee shall not manufacture, let for hire, sell, or offer or possess for sale any telecommunication equipment set out in the Third Schedule or any telecommunication equipment which does not meet the standards or specifications published by the Authority from time to time.
8. A Class Licensee shall —
  - (a) affix, or ensure that there is affixed, on all registered equipment intended for use in Singapore or on the equipment’s instruction manual or packaging, such labels as the Authority may specify stating or indicating that the equipment complies with the standards and specifications published by the Authority before such equipment is displayed or offered for sale;
  - (b) affix or ensure that there is affixed such other labels as the Authority considers necessary on any telecommunication equipment before such telecommunication equipment is displayed or offered for sale;
  - (c) ensure that every advertisement, pamphlet or brochure relating to any telecommunication equipment which he sells or offers for sale contains such information as the Authority may specify;
  - (d) refrain from affixing on:
    - (i) any telecommunication equipment which is not a registered equipment;
    - (ii) any advertisement, pamphlet or brochure relating to any such telecommunication equipment; and
    - (iii) any instruction manual or packaging of any such telecommunication equipment, any label stating or indicating that the telecommunication equipment complies with the standards and specifications published by the Authority; and
  - (e) comply with such other labeling requirements as may be published by the Authority.



9. A Class Licensee shall inform every purchaser or hirer to whom he sells or lets for hire any telecommunication equipment of the need to obtain a licence from the Authority under the Act and these Regulations for the possession, operation, installation or use of that telecommunication equipment.
10. Except with the Authority's prior written consent, a Class Licensee shall not assign, transfer, sublet or otherwise dispose of any benefit of his Dealer's Class Licence, or permit any person to participate in any benefit or authority granted by his licence.
- 10A The licensee shall notify the Authority of any change in any particulars furnished to the Authority under regulation 3 within 14 days of such change.
11. In addition to the conditions of the Dealer's Class Licence, a Class Licensee shall comply with the provisions of the Act, these Regulations and any code of practice issued under the Act.

**Schedule - Dealer's Individual Licence Conditions**

1. This Licence is issued by the Info-communications Media Development Authority (the "Authority") in accordance with and subject to the Act and the Regulations, and shall be valid for the duration of this Licence unless revoked or suspended by the Authority in accordance with the provisions of the Act.
2. Pursuant to the Regulations, the Licence fee is \$250 for 5 years, and shall be payable in advance and is not refundable. Please note that if any licence fee remains unpaid 7 days after the date on which a licence should have been renewed, a late payment fee shall be charged in accordance with the Regulations.
3. The Licensee may only sell telecommunication equipment that is not registered equipment or telecommunication equipment set out in the First Schedule of the Regulations –
  - (a) to another holder of a Dealer's Individual Licence; or
  - (b) to a person, other than the holder of a Dealer's Class Licence, for re-export and not for use in Singapore.
4. Subject to Condition 3 and the Regulations, the Licensee shall not sell -
  - (a) any type of telecommunication equipment to be used for connection to any telecommunication system or equipment belonging to a telecommunication system licensee; or
  - (b) any type of radio-communication equipment to be used in Singapore, unless the type of equipment has been approved by the Authority to be sold.
5. The Licensee shall not manufacture, import, let for hire, sell, or offer or possess for sale any telecommunication equipment set out in the Third Schedule of the Regulations except where approved by the Authority and in accordance with such terms and conditions as the Authority may impose.
6. The Licensee who wishes to sell any registered equipment or telecommunication equipment set out in the First Schedule of the Regulations shall –
  - (a) before selling such telecommunication equipment, ensure that it meets the standards and specifications for the sale of such telecommunication equipment published by the Authority in the manner it thinks fit;
  - (b) ensure that it works correctly with the relevant telecommunication system or equipment of the telecommunication system licensee to which it is connected; and
  - (c) cease to sell the telecommunication equipment if so directed by the Authority and dispose of the telecommunication equipment at his own expense in the manner directed by the Authority.

7. The Licensee shall, if required by the Authority, produce any telecommunication equipment for testing or inspection by the Authority and all expenses incurred in connection with the testing or inspection shall be borne by the Licensee.
8. The Licensee shall not have in his possession for sale any device or equipment which is capable of monitoring or intercepting the transmission of a radio-communication network.
9. (1) The Licensee shall not have in his possession for sale, hire or use any device or equipment which can be used –
  - (a) to alter, delete or remove any identification code or number of any telecommunication equipment which can be used to obtain any telecommunication services from telecommunication licensees; or
  - (b) to insert or duplicate any identification code or number of such telecommunication equipment in any other telecommunication equipment.
9. (2) For the purposes of this paragraph, telecommunication equipment includes Subscriber Identification Module (“SIM”) cards.
10. (1) The Licensee who imports any telecommunication equipment into Singapore for the purpose of re-export –
  - (a) shall, unless the Authority otherwise directs, immediately move the telecommunication equipment into a free trade zone under the Free Trade Zones Act (Cap. 114) and keep it there pending re-export;
  - (b) shall not sell it to any person for use in Singapore; and
  - (c) shall re-export the telecommunication equipment and furnish satisfactory evidence of the re-export to the Authority within such time as may be stipulated by the Authority.
10. (2) The Licensee shall, if required by the Authority, give a written undertaking that the telecommunication equipment declared to be for export purposes will not be sold, or offered or possessed for sale in Singapore.
11. The Licensee shall display telecommunication equipment which is not registered equipment separately from registered equipment at each of his business premises. In this regard, the Licensee shall:
  - (a) put up a sign for the telecommunication equipment which is not registered equipment; or
  - (b) affix a label on telecommunication equipment which is not registered equipment which states “FOR EXPORT ONLY - NOT APPROVED FOR LOCAL USE”, and shall not affix any compliance label on any such telecommunication equipment.

12. The Licensee shall –

- (a) affix, or ensure that there is affixed, on all registered equipment intended for use in Singapore or on the equipment's instruction manual or packaging, such labels as the Authority may specify stating or indicating that the equipment complies with the standards and specifications published by the Authority before such equipment is displayed or offered for sale;
- (b) affix or ensure that there is affixed such other labels as the Authority considers necessary on any telecommunication equipment before such telecommunication equipment is displayed or offered for sale;
- (c) ensure that every advertisement, pamphlet or brochure relating to any telecommunication equipment which he sells or offers for sale contains such information as the Authority may specify;
- (d) refrain from affixing on –
  - (i) any telecommunication equipment which is not a registered equipment;
  - (ii) any advertisement, pamphlet or brochure relating to any such telecommunication equipment; and
  - (iii) any instruction manual or packaging of any such telecommunication equipment,any label stating or indicating that the telecommunication equipment complies with the standards and specifications published by the Authority; and
- (e) comply with such other labelling requirements as may be published by the Authority.

13. The Licensee shall maintain a record of every sale of any type of telecommunication equipment which the Authority may, from time to time, specify. In particular, the Licensee shall, in respect of the sale of non approved telecommunication equipment, keep a record of the information on the type, model number and quantity of such telecommunication equipment sold and the buyer's name, passport number and address.

14. The Licensee shall inform every purchaser or hirer to whom he sells or lets for hire any telecommunication equipment of the need to obtain a licence from the Authority under the Act and the Regulations for the possession, operation, installation or use of that telecommunication equipment.

15. The Licensee shall obtain a Dealer's Individual Licence for each of the premises under his control or occupation where he manufactures, import, lets for hire, sells, or offers or possesses for sale any telecommunication equipment. A failure to comply with this condition amounts to an offence under the Regulations.

16. Notwithstanding the grant of this Licence, the Licensee shall obtain the Authority's prior approval for the operation of any telecommunication equipment for demonstration purposes.

17. The Authority may add to, vary or waive all or any of the conditions of this Licence in accordance with the Act and the Regulations and the Licensee shall, at his own expense, comply with the varied or additional conditions.

18. The licensee shall notify the Authority of any change in his personal particulars specified in the licence within 14 days of such change.
19. Except with the Authority's prior written consent, the Licensee shall not assign, transfer, sublet or otherwise dispose of any benefit of his Dealer's Individual Licence, or permit any person to participate in any benefit or authority granted by this Licence.
20. The Licensee shall ensure that his employees comply with the provisions of the Act, the Regulations and the conditions of this Licence.
21. In addition to the conditions of this Licence, the Licensee shall comply with the provisions of the Act, the Regulations, any code of practice and any direction issued under the Act.
22. Nothing in this Licence shall render the Authority liable or responsible for any infringement by the Licensee, of copyright in any work or of any patent or for any breach of any written law by such Licensee.

### **Offences**

1. Please note that a contravention of regulation 3(5), (7), (8), or (10), 4(3) or (8), 6(1), 12, 13, 14, 15, 17, 18(1), (2), (3) or (4), 19, 21(1) or 23 of the Regulation shall be an offence
2. Any person guilty of an offence under the Regulations, shall, in addition to the forfeiture of any article seized, be liable on conviction to a fine not exceeding \$10,000 and/or to imprisonment for a term not exceeding 3 years.

### **Notes on payment**

1. Subject to paragraph 2 below, please note that payment must be made by E-Payment or GIRO (for Telecom Dealer's Individual Licence only). Please proceed to the URL [www.gobusiness.gov.sg/licences](http://www.gobusiness.gov.sg/licences) for E-Payment or download GIRO application form and submit the completed form to IMDA.

### **Late payment fee**

1. The following late payment fee shall be charged for the renewal of the Dealer's Individual licence where the licence renewal fee is paid late:
  - (a) After 7 days but before 15 days: S\$10/-
  - (b) After 14 days but before 31 days: S\$20/-
  - (c) After 30 days: S\$50/-

**Extracts From the Telecommunications (Dealers) Regulations****THIRD SCHEDULE****PROHIBITED TELECOMMUNICATION EQUIPMENT**

1. Scanning Receivers
2. Military Communication Equipment
3. Telephone Voice Changing Equipment
4. Radio-communication Equipment operating in frequency bands 880-915 MHz, 925-960 MHz, 1900-1980 MHz and 2110-2170 MHz except Cellular Mobile Phones or such other equipment approved by the Authority; and
5. Radio-communication Jamming Devices operating in any frequency band.

**INFO-COMMUNICATIONS MEDIA DEVELOPMENT AUTHORITY (“IMDA”)****REQUIREMENTS FOR TELECOMMUNICATION EQUIPMENT LABELS AND ADVERTISEMENTS****1. INTRODUCTION**

1.1 IMDA issues this publication pursuant to –

- (a) conditions 8(a) to (e) of the Dealer’s Class Licence as prescribed in the Second Schedule of the Telecommunications (Dealers) Regulations; and
- (b) conditions 12(a) to (e) of the Telecommunication Dealer’s Individual Licence.

1.2 All holders of a Dealer’s Class Licence and Dealer’s Individual Licence are required to comply with the labeling and advertisement requirements specified in this publication in accordance with their respective licence conditions.

1.3 The primary purpose of the labelling and advertisement requirements is to facilitate the easy identification of telecommunication equipment which is approved for use in Singapore. The compliance label indicates that the equipment complies with the standards and specifications published by IMDA, is compatible with the public telecommunication networks in Singapore, and does not cause radio frequency interference to other authorised radio-communication networks. This provides greater assurance to consumers at the point of purchase that the telecommunication equipment has been approved for use in Singapore. This label also identifies the registering equipment suppliers.

1.4 Except for certain telecommunication equipment that are not required to be approved by IMDA, licensees shall obtain IMDA’s approval, by way of registration under the Regulations, before selling any telecommunication equipment.

1.5 IMDA also maintains a list of registered equipment on its website<sup>1</sup> to identify equipment which may be sold for use in Singapore.

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<sup>1</sup> <https://eservice.imda.gov.sg/tls>

## **2 DEFINITIONS**

2.1 In this publication, unless the context otherwise requires —

“Dealer’s Class Licence” means a licence referred to in regulation 3 of the Regulations;

“Dealer’s Individual Licence” means a licence referred to in regulation 4 of the Regulations;

“IDA” means the former Info-communications Development Authority of Singapore;

“IMDA” means the Info-communications Media Development Authority;

"licence" means a Dealer’s Class Licence or a Dealer’s Individual Licence;

"licensee" means a person to whom a licence is granted, and includes an employee of the licensee;

“registered equipment” means any telecommunication equipment registered for sale under regulation 20(6) of the Regulations; and “non-registered equipment” means any telecommunication equipment that is not a registered equipment.

“Regulations” means the Telecommunications (Dealers) Regulations (Cap. 323, Rg. 6); and

“telecommunication equipment” means any appliance, apparatus or accessory used or intended to be used for telecommunications.

## **3 LABELLING AND ADVERTISEMENT REQUIREMENTS**

### Labelling

3.1 Condition 8(a) of the Dealer’s Class Licence and condition 12(a) of the Dealer’s Individual Licence requires licensees to affix, or ensure that there is affixed, on all registered equipment intended for use in Singapore or on the equipment’s instruction manual or packaging, such labels as IMDA may specify stating or indicating that the equipment complies with the standards and specifications published by IMDA before such equipment is displayed or offered for sale.

3.2 Licensees shall affix the label specified in section 4 of this publication on their registered equipment for compliance with condition 8(a) or 12(a) of their respective licences (as the case may be).



- 3.3 Licensees are to note that condition 8(d) of the Dealer's Class Licence and condition 12(d) of the Dealer's Individual Licence provides that a licensee shall **refrain from affixing on** - (i) any telecommunication equipment which is not a registered equipment; (ii) any advertisement, pamphlet or brochure relating to any such telecommunication equipment; and (iii) any instruction manual or packaging of any such telecommunication equipment, any label stating or indicating that the telecommunication equipment complies with the standards and specifications published by IMDA.
- 3.4 Licensees shall therefore ensure that they do not affix the label specified in section 4 of this publication, or any equivalent or similar label stating or indicating compliance with IMDA's standards and specifications, on any telecommunication equipment which is not registered equipment.
- 3.5 Similarly, the label specified in section 4 shall not be affixed on any telecommunication equipment which is not required to be approved by IMDA under the Regulations. If a licensee wishes to affix such a label on such equipment, the equipment shall be registered with IMDA in accordance with the Regulations.

#### Advertisements

- 3.6 Condition 8(c) of the Dealer's Class Licence and condition 12(c) of the Dealer's Individual Licence requires licensees to ensure that every advertisement, pamphlet or brochure relating to any telecommunication equipment which is sold or offered for sale contains such information as IMDA may specify.
- 3.7 Licensees shall comply with the advertisement requirements specified in section 5 of this publication for compliance with condition 8(c) or 12(c) of their respective licences (as the case may be).

#### **4. COMPLIANCE LABEL**

- 4.1 In accordance with condition 8(a) of the Dealer's Class Licence and condition 12(a) of the Dealer's Individual Licence (as the case may be), a licensee shall affix the following compliance label on all registered equipment or on the equipment's instruction manual or packaging before such equipment is displayed or offered for sale:

#### COMPLIANCE LABEL

**Complies with  
IMDA Standards  
[Dealer's Licence No.]**

**Complies with  
IMDA Standards  
DB123456**

Label Size 17mm by 9mm  
**(Not to Scale)**

Example

- 4.2 As an alternative to affixing the compliance label in the manner specified in section 4.1 above, a licensee may implement electronic compliance labelling subject to its compliance with section 4.3 below. Electronic compliance labelling may be implemented by displaying the compliance label on the equipment's built-in display screen or by including the compliance label in the equipment softcopy instruction manual.
- 4.3 Where the licensee elects to use the electronic compliance labelling method, the licensee shall provide an instruction guide or leaflet in the packaging accompanying the registered equipment describing the method which it has adopted to display the compliance label and provide clear instructions on how consumers may locate the electronic compliance label for their own verification.
- 4.4 A licensee shall not affix labels of different dimensions from those stipulated in section 4.1 without obtaining the prior written approval of IMDA.

## **5 ADVERTISEMENTS**

- 5.1 In accordance with Condition 12(c) of the Dealer's Individual Licence, a licensee shall ensure that every advertisement, pamphlet or brochure relating to any non-registered telecommunication equipment which he sells or offers for sale, the words "FOR EXPORT ONLY" must be stated.

## **6. TRANSITIONAL ARRANGEMENT FOR RE-LABELING OF TELECOMMUNICATION EQUIPMENT**

- 6.1 Under Section 91(1) of the Info-communications Media Development Authority Act 2016, which came into force on 1 October 2016, all dealer's licences and equipment registrations, previously issued by IDA before 1 October 2016, will remain in force and will be deemed to be issued by IMDA. All conditions in the respective dealer's licence and equipment registration will remain the same.

- 6.2 Equipment that has been registered or renewed before 1 October 2016 with existing stock that are already affixed with the IDA compliance label before 1 October 2016 need not be replaced with the new IMDA compliance label.
- 6.3 Equipment that has been registered or renewed after 1 October 2016 with IMDA, shall be affixed with the IMDA compliance label by no later than 30 September 2017.

## **7. BREACH OF LICENCE**

- 7.1 A failure to comply with the requirements specified in this publication constitutes a breach of condition 8 of the Dealer's Class licence and condition 12 of the Dealer's Individual licence (as the case may be) for which IMDA may take enforcement action under the Telecommunications Act 1999.