

SPECIFIC TERMS AND CONDITIONS FOR SINGNET EVOLVE FIBRE BROADBAND SERVICE

1. Definition and Interpretation

1.1 In these Specific Terms and Conditions, the following words and expressions shall have the following meanings:

"Acceptance or Accepts" means either (i) actual acceptance by the Customer or (ii) deemed acceptance when actual acceptance is not given within two (2) number of days of SingNet informing the Customer that the Work is complete and Customer has not rejected the Service in writing on the basis that it does not confirm to the specifications within the above timeframe.

"Commencement Date" means the date on which the Service commences pursuant to Clause 2.1.

"Customer" means the business entity that subscribes for or uses the Service.

"CPE" or "Customer Premise Equipment" means any hardware or software provided by the Customer and/or located on its premises to implement, receive and/or use the Service.

"End User" means any person(s) authorized by the Customer to use the Service.

"General Terms" means Singapore Telecommunications Limited's General Terms and Conditions of Service for Enterprise available at www.singtel.com.

"Promotional Fee and Charges" means the discounted Fees and Charges for the Service for a limited period as specified by SingNet.

"Remote Location" means an installation address where, at the time the Customer requests supply for the Service, SingNet does not have in place the resources to support the Service to this address as it is either located a long distance from commercial buildings or lacks transportation links that are typical in more populated areas within the main island of Singapore.

"Service" means either the SingNet eVolve or SingNet eVolve Static fibre broadband service.

"SingNet eVolve" means a dynamic IP broadband service. Only one IP address will be assigned per fibre line, and the IP address will be automatically changed without prior notice.

"SingNet eVolve Static" means a Static IP broadband service. Only one static IP address will be assigned per fibre line.

"SingNet Terms" means the Terms and Conditions for Service – SingNet available at www.singtel.com.

"SRCA Form" the Service Request cum Agreement, the form prescribed by SingNet and used by the Customer to subscribe to the Service.

"Standard Service" means the Service which is provided where the Customer is billed on a monthly recurring basis.

"Temporary Service" means the Service which is provided with a minimum thirty days and maximum six (6) months' subscription.

"Term" means the Initial Contract Term (as defined in Clause 2.2 below) and any renewal or amendment of such term.

"Work" means any additional work the Customer requests SingNet to perform in relation to the Service.

1.2 The headings or titles to the Clauses in these Specific Terms and Conditions are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Specific Terms and Conditions.

1.3 Where the context so admits, the singular shall include the plural.

1.4 Any defined terms in the General Terms, the SRCA Form or any other set of terms shall have the same meaning when used in these Specific Terms and Conditions unless the context otherwise requires.

1.5 References to "Service(s)" under each item shall, unless the context otherwise requires, be deemed to be a reference to that item only and not to any other.

2. Commencement and Duration of Service

2.1 The Service shall commence on:

- (a) If the Service does not satisfy the specifications within the timeframe for Acceptance, then the date that Acceptance occurs; or
- (b) If the Service satisfies the specifications within the timeframe for Acceptance, then:
 - i. the Date of Service Required, as stated in the SRCA Form, or in the event that SingNet is unable to provide the Service on the Date of Service Required, the date specified by SingNet in writing, as the case may be; or
 - ii. the date the Customer Accepts the Service, whichever is earlier as the case may be.

2.2 The minimum periods of subscription (the "Initial Contract Term") starting from the Commencement Date for each Service are:

- (a) Temporary Service: thirty (30) days;
- (b) Standard Service: twelve (12) months, or such other period selected by the Customer (as stated in the SRCA Form), whichever is longer; or
- (c) such other period as may be stipulated by SingNet as the relevant minimum period of subscription when the Customer applies for the Service.

Standard Service shall automatically be provided for successive periods of twelve (12) months beyond the Initial Contract Term, until terminated in accordance with Clause 3. Temporary Service shall end on the expiry of the Initial Contract Term.

3. Termination

3.1 Subject to Clause 3.4, SingNet or the Customer may terminate the Service by giving to the other not less than:

- (a) thirty (30) days' written notice for Standard Service; or
- (b) five (5) days' written notice for Temporary Service.

In either event, the Service shall terminate at the end of the applicable notice, and Clause 3.4 below shall apply.

3.2 Subject to Clause 3.3 and Clause 4.4, the Customer may request in writing a change in the Term or the speed(s) of the Service subscribed at any time during the Term ("**Change Request**"). The Customer shall give SingNet not less than:

- (a) thirty (30) days' prior written notice for Standard Service; or
- (b) five (5) days' prior written notice for Temporary Service,

from the effective date the Change Request is to take effect.

3.3 An acceptance of a Change Request by SingNet is only valid if given in writing. A validly accepted Change Request may be subject to additional terms and conditions and/or a change in the applicable Term and Fees and Charges in accordance with SingNet's prevailing rates or otherwise advised by SingNet.

3.4 On termination of the Service, the Customer shall pay SingNet:

- (a) where the termination date is the same as the expiry date of the Term, the Fees and Charges up to and including the date of termination;
- (b) where the termination date is before the expiry date of the Initial Contract Term:
 - i. the Fees and Charges up to and including the date of termination; and
 - ii. except where the Service is terminated by SingNet under Clause 3.1, 100% of the Fees and Charges for the Service for the period between the date of termination and the expiry date of the Initial Contract Term; and
- (c) where the termination date is after the expiry date of the Initial Contract Term:
 - i. the Fees and Charges up to and including the date of termination; and
 - ii. except where the Service is terminated by SingNet under Clause 3.1, 100% of the Fees and Charges for the Service for the period between the date of termination and the expiry date of the renewed Term.
- (d) a one-time termination fee of \$150 (\$160.50 with GST) if:
 - i. the Service is terminated by the Customer; and
 - ii. the Customer requests SingNet's assistance to remove the fibre and any related equipment from its premises.

4. Fees and Charges

4.1 Fees and Charges payable by the Customer are fixed during the Initial Contract Term. The Customer is not entitled to any revision the Fees and Charges effected by SingNet during the Term.

4.2 If the Customer is entitled to any Promotional Fees and Charges during the Initial Contract Term, such Promotional Fees and Charges shall continue for the period of Initial Contract Term. Upon expiry of the Initial Contract Term, the Fees and Charges to be paid by the Customer will be that of SingNet's prevailing Fees and Charges at the time they are incurred.

4.3 If the Customer renews the Customer Agreement for a further period of not less than twelve (12) months, within one (1) calendar month prior to the expiry of the Initial Contract Term, the Customer shall be entitled to any Promotional Fees and Charges offered at the time of such renewal.

4.4 Fees and Charges applicable for Services may include:

- (a) Fibre Activation Charge – A one-time registration and installation fee of \$500 (or \$535 with GST) for new fibre installation, subject to the prevailing promotional terms and conditions.
- (b) Cancellation Fee – A Cancellation Fee of \$500 (or \$535 with GST) if the Customer cancels the Service or Customer Agreement before the RFS Date (as defined below) The Customer may not be liable to pay the Cancellation Fee if the Service cannot be provisioned, and if it enters into a binding contract for another SingNet broadband service with a minimum term of twenty-four (24) months, to replace the cancelled Service.
- (c) Promotional Services – SingNet may provide promotional services from time to time. If Customer takes up such promotional services, it will do so on such promotional terms and conditions stipulated by SingNet. The Loyalty Reward Programme is not applicable to corporate customers.

- (d) Promotional Services, upgrade and downgrading - If a Customer also subscribes to a Promotional Service which includes any hardware (including electronic equipment such as printers, computers and mobile phones) or value-based vouchers for hardware or services ("**Premium**") and changes its Service by upgrading or downgrading its bandwidth, the Customer shall pay the following charges:
 - i. \$500 (or \$535 with GST) for Premium valued at less than \$1,000; or
 - ii. \$1000 (or \$1,070 with GST) for Premium valued at \$1,000 and above.
- (e) Changes - SingNet provides the Service as described in the Customer Agreement. Any change to the Service including any downgrade or upgrade of such Service shall be agreed by both parties in a written contract variation.
- (f) Downgrades - For Service downgrade requests, Customer shall give not less than thirty (30) days' prior written notice, and the Customer shall pay a termination fee of 100% of the remaining monthly recurring Fees and Charges until the expiry of the Term.
- (g) Upgrades - For Service upgrade requests, Customer must enter into a new contract which has a higher contract value than the current one for the existing bandwidth. The Customer is not eligible for any router or gift premium within the first six (6) months from that new contract start date.
- (h) Relocation Fee - The Service shall only be provided to the Customer at the address stated in the SRCA Form. If the Customer wishes to relocate the Service to another non-residential address, it shall provide SingNet a minimum of one (1) month's written notice and pay a one-time Relocation Fee of \$500 (or \$535 with GST) will be applicable. If the Customer wishes to relocate the Service to a residential address, the Customer will be deemed to have terminated the Service in which Clause 3.4 shall apply.
- (i) Other Charges - The following charges may apply if SingNet deems it necessary:
 - i. Transfer of account: \$10 (or \$10.70 with GST) per request. Transfer of account occurs when the service is duly assigned from the Customer to if its related corporation in accordance with the general terms and conditions.
 - ii. Change of appointment date: \$50 (or \$53.50 with GST) per request payable for each change request after the first two (2) Customer-initiated change requests given with at least two (2) days' written notice.
 - iii. Missed appointment: \$105 (or \$112.35 with GST) for re-visit trip after missed appointment.
 - iv. Remote Location Pre-site Survey Fee: \$150 (or \$160.50 with GST) per request payable upon a Customer request for a Service at a Remote Location.
- (j) In Building Wiring (when applicable) - SingNet may charge for additional In-building fibre infrastructure such as but not by limitation, the lead-in pipe, fibre tray and in-building enclosure.
 - i. The Customer shall be responsible to keep the materials and fibre infrastructure inside its premises in good working condition. Such materials and fibre infrastructure includes optical network terminal ("**ONT**"), fibre termination point ("**FTP**"), wireless routers, Cat 5/Cat 6 cables, concealed fibre cables with surface trunking, Cat 5/Cat 6 cable wireless routers, and fibre patch cords connecting the FTP and ONT.
 - ii. SingNet shall maintain the concealed fibre cables with surface trunking, fibre patch cords, ONT and/or FTP. However, the Customer shall remain responsible to keep them in good working condition.

5. Service Requirements and Limitations

- 5.1 The Service must terminate at a legally valid business address at premises in Singapore owned by the Customer. The service must terminate at the indoor parts of buildings which are zoned commercial and occupied by commercial businesses, within the main island of Singapore. For buildings which are zoned both commercial and residential or outside the main island of Singapore, SingNet does not guarantee the availability of the Service.
- 5.2 The Service shall not terminate at any premises not approved by SingNet for that purpose, including but not limited to cable stations, earth stations, Singtel telephone exchanges, manholes, rooms housing a main distribution frame, power rooms, lead-in pipes, ducting, or at premises not owned by the Customer.
- 5.3 Clause 7 ("**Remote Location Scheme**") will apply to all Remote Locations. SingNet reserves the right to decide at its sole discretion whether a particular installation address is subject to the requirements of the Remote Location Scheme.
- 5.4 The Customer acknowledges that Service availability is subject to:
 - (a) availability of resources including, without limitation, availability of a suitable network infrastructure at the time at which the Service is requested or delivered;
 - (b) geographic and technical capability of the SingNet or Singtel network and of SingNet's or Singtel's delivery systems at the time at which the Service is requested or delivered; and
 - (c) provisioning time for equipment that is required by SingNet or Singtel to provide the Service.
- 5.5 The Customer shall ensure that all Customer Premise Equipment meets any applicable minimum system requirements (which may change periodically) for as long as the Service is being used. SingNet shall not be responsible for any connection issues and disruptions arising from computers which do not meet the minimum system requirements (including of access point routers).
- 5.6 The Customer acknowledges that:
 - (a) it must procure and maintain at its own expense any equipment or software needed to implement, receive and/or use the Service, unless SingNet expressly agrees otherwise in writing;
 - (b) the technical means by which SingNet supplies the Service is at SingNet's sole discretion;
 - (c) the Customer is responsible for ensuring that any terms and conditions of use of the Service are brought to the attention of, and complied with by, any End User; and
 - (d) SingNet does not provide any guarantee or warranty over any equipment bundled with the Service (i.e. routers, ONR) ("**Bundled Service Equipment**"). The Bundled Service Equipment are provided according to its manufacturer's specifications and may be covered by a standard product warranty. SingNet may withdraw, amend and update the Bundled Service Equipment offered with the Service.

5.7 If the Customer engages a party other than SingNet to install any wiring or cabling required for the provision of the Service ("**Third Party Installer**"), the Customer shall ensure:

- (a) the proper installation and testing of such wiring or cabling is completed prior to the requested Commencement Date; and
- (b) such wiring or cabling is labelled clearly as belonging to the Customer.

The Customer shall be fully liable for any act(s) or omissions of the Third Party Installer and SingNet shall not be responsible in any manner for any delay or failure in the provision of the Service caused due to any failure of the Customer to comply with this Clause 5.7.

5.8 If the Customer reports a fault with the Service and, following investigation by SingNet, either no fault is found or SingNet determines that the fault is not with the networks of SingNet or Singtel, or with any equipment of SingNet or Singtel, then SingNet may charge the Customer a fee for the fault report at SingNet's prevailing rates.

6. Service Provision

6.1 SingNet shall charge for all Work at SingNet's prevailing rates.

6.2 In addition to the Fees and Charges in Clause 4 of the General Terms, a surcharge shall be payable for any Work on public holidays, the eve of public holidays, or outside the following hours:

Monday to Friday	8.30am - 6.00pm
Saturday	8.30am - 1.00pm

Where the Customer requests that SingNet provide the Service within a specific period SingNet shall, in consultation with the Customer, determine the date to complete the Work.

6.3 The Service will be activated on the desired router activation date ("**RFS Date**"). However, SingNet may delay the RFS Date if it discovers or encounters, after the site survey, circumstances beyond its control or reasonable foresight such as delayed building access approval(s), fibre resource issues in the premises, and/or if the premises is not ready for installation of or preparation for the Service for any other reason.

6.4 If SingNet is unable to complete all or any of the Work on or before the RFS Date, then the Customer may either:

- (a) cancel that part of the Work that SingNet is unable to complete on or before the RFS Date, without having to pay the cancellation charges referred to in Clause 4.4; or
- (b) accept and pay for that part of the Work that SingNet has completed at SingNet's then prevailing rates;

upon which event the Customer shall have no other claim against SingNet, and SingNet shall have no liability in contract, at law or in equity, for failure to complete the Work before the RFS Date.

6.5 If the Customer requests to defer completion of the Work to a date after the RFS Date, the Customer shall pay a fee at SingNet's prevailing rates to secure another period or date on which the Work is to be completed (the "**Reserved Period**"). The Reserved Period shall be between the RFS Date and the deferred date of completion of the Work.

6.6 If the Customer cancels the Work, the Customer shall pay the Cancellation Fee per Clause 4.4(b).

6.7 If the Customer requests a change of the circuit terminating point which results in a change of original serving Distribution Point ("**DP**") or serving node, that request shall be deemed a cancellation of the Work, and the Customer shall pay the Cancellation Fee per Clause 4.4(b).

6.8 If the Customer's request for a change of the circuit terminating point results in re-wiring of any completed wiring work from the original serving DP or serving node, the Customer shall pay the charges for the rewiring at SingNet's prescribed rate for the internal removal of circuits.

6.9 SingNet reserves the right not to accept or not to proceed with any application for Work if:

- (a) the SRCA Form (or other applicable relevant application form specified by SingNet) submitted by the Customer and received by SingNet is not duly completed and signed;
- (b) SingNet considers it is unable to provide the Service due to non-availability of resources (including, without limitation, unavailability of cable or network equipment);
- (c) any facility or resource the Customer was requested to provide as required by SingNet and under the operating conditions and specifications stipulated by SingNet for the proper performance of the Work, is not provided as requested; and/or
- (d) The conditions of Clauses 5.1, 5.2, 5.3, 5.5 and/or 5.7 are not satisfied by the Customer.

7. Remote Location

7.1 The Customer must request SingNet to conduct a Pre-site Survey to enable SingNet to evaluate the feasibility to provide the Service to a Remote Location.

- 7.2 SingNet may accept or reject any application for the Service to be provided to a Remote Location without giving any reason. Criteria that may be taken into account by SingNet include, but are not limited to:
- (a) the Remote Location has previously been assessed by SingNet as unsuitable for the installation or operation of the Service; and/or
 - (b) the Customer has been given quotes for several Service requests, but has not asked SingNet to proceed to install the Service arising from such quotes.
- 7.3 The Customer shall secure for SingNet's or Singtel's employees or subcontractors all access and usage rights required for SingNet to carry out the survey and Work at the Remote Location.
- 7.4 If, after conducting a pre-site survey, SingNet considers (in its sole discretion) that it can install and operate the Service at the Remote Location, then SingNet shall inform the Customer of:
- (a) the additional Fees and Charges, if any, that would be incurred in installing and providing the Service to the Remote Location;
 - (b) an estimated time required for the installation of the Service to the Remote Location, subject to obtaining necessary approval from the relevant authorities or any unforeseen circumstances during onsite Service provisioning; and
 - (c) the monthly recurring and one-time installation Fees and Charges for the Service to the Remote Location.
- 7.5 Any SingNet commercial quote relating to the Service is only valid and capable of being accepted:
- (a) within the validity period expressed in writing by SingNet; and
 - (b) by the Customer by sending to SingNet a validly signed SRCA Form and the quote.
- 7.6 The Pre-site Survey Fee shall be credited in the Customer's account for the Service. If the Customer does not subscribe to the Service, the Customer shall pay or not be entitled to any refund of the Pre-Site Survey Fee.
- 7.7 The Customer agrees that no right, title or proprietary interest in the resources to or at the Remote Location (e.g. equipment, fibres or ducts built) shall be vested in them. If the Customer cancels the Remote Location Service after accepting the quote per clause 7.5:
- (a) SingNet may recover from the Customer all associated expenses or costs of resources incurred to provide the Service to the Remote Location;
 - (b) SingNet will not refund the Fees and Charges payable or paid by the Customer per Clause 7.4(a); and
 - (c) the Customer shall pay the Cancellation Fee per Clause 4.4(b).
- 7.8 To the extent permitted by law and without prejudice to any other term in the Customer Agreement, SingNet shall not be liable in any way to the Customer, whether in contract, tort (including negligence) or for breach of statutory duty or otherwise, for any loss, damage or liability incurred or sustained by the Customer caused by or arising as a result of:
- (a) the rejection of any application for the Service; and/or
 - (b) SingNet's determination that the Remote Location is not feasible for installation or operation of the Service.

8. SingNet eVolve Static Broadband Service

- 8.1 Singtel Business Fibre Broadband Security Suite (i.e. Broadband Content Filtering and Broadband Protect (Anti-virus & Anti-spam) is not available for this service. Any existing Customer's request to upgrade to a Static Broadband Service are required to terminate their Singtel Business Fibre Broadband Security Suite subscription.
- 8.2 If the Customer relocates this Static Broadband Service to another non-residential address, the Static IP address will be changed.
- 8.3 SingNet may change the Static IP address due to service maintenance for which SingNet will give fourteen (14) days' notice to the Customer.
- 8.4 If SingNet suspends the SingNet eVolve Static Broadband Service due to non-payment or other breach on the Customer's part, the Static IP address may change due to such suspension.

9. Third Party Rights

- 9.1 To the extent the Service includes services supplied by one or more other SingNet Group Companies, each such company is entitled to the benefit of these Specific Terms and Conditions in respect of that supply.

10. Consent to Use and Disclose Information and Data

- 10.1 The Customer agrees that SingNet shall be entitled to use and disclose any information or data disclosed by the Customer in accordance with Clause 15 of the General Term. The Customer is entitled to withdraw such consent in the procedure as prescribed by SingNet or Singtel from time to time.



SingNet Pte Ltd
BRN: 199802130W
Corporate Business
31 Exeter Road, #17-00, Comcentre, Singapore 239732
Business hotline: 1606 (Toll-Free)

11. General

- 11.1 The Customer shall be bound by and shall fully observe and comply with all the General Terms, the SingNet Specific Terms, SingNet Acceptable Use Policy, these Specific Terms and Conditions as well as such other terms and conditions as may be agreed or accepted by the Customer. The rights and protections conferred to SingNet under these Specific Terms and Conditions and Acceptable Use Policy shall be additional to the rights and protections conferred on SingNet under the General Terms, the SingNet Specific Terms, and any other terms and conditions agreed or accepted by the Customer.
- 11.2 Any Clause in the General Terms, the SingNet Specific Terms, these Specific Terms and Conditions, or any other terms and conditions as may be agreed or accepted by the Customer, that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other Clauses, which Clauses shall continue to be valid and enforceable to the fullest extent permitted by law.
- 11.3 The Service provided by SingNet under these Specific Terms and Conditions may not be re-sold or otherwise re-provided by the Customer to any other person(s) whomsoever. If the Customer desires to re-sell or re-provide the Service, the Customer and SingNet shall enter into a separately negotiated agreement prescribed by SingNet containing the terms and conditions for such a re-sale or re-provision.

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