

## SPECIFIC TERMS AND CONDITIONS FOR SINGTEL BIZVOICE SERVICE

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### 1. Definitions and Interpretation

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

"General Terms" means Singapore Telecommunication Limited's General Terms and Conditions of Service.

"Service" means the service known as BizVoice service, which is a telecommunications service for delivering advanced call handling capabilities to the Customer, that is provided by Singtel to be used solely for Singtel approved applications such as transmission of voice, fax, messaging, and/or video content primarily for intra/inter-corporate communications via Singtel's infrastructure.

"Business Day" means any day other than the eve of public holidays, public holidays and Sundays.

"Business Hours" means the following hours on a Business Day: 8:30am to 6:00pm Monday to Friday, and 8:30am to 1:00pm Saturday.

"SPOC" means the Single Point of Contact.

"SRCA Form" means the form prescribed by Singtel and used by the Customer to subscribe for the Service.

"System" means the computer systems, programming and communication facilities, and any other equipment used by Singtel at its sole discretion for the operation of the Service.

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

"Transparent Input Service" is defined in Clause 4.13.

"User ID" means the Customer's login name for access to the Service.

"User SPOC/Administrator" means the person either:

- (a) named in the SRCA Form under the column "For technical setup, testing, training, and maintenance Singtel should contact"; or
- (b) nominated by the Customer to be responsible for:
  - (i) providing authorization to access to Customer's sites;
  - (ii) endorsing in writing any requests for the Service to include the re-configuration, activation/amendment/de-activation of features, additional training requirements, etc; and
  - (iii) acting as the single point of contact on behalf of the Customer on all implementation and maintenance matters.

"Web Portal" refers to the web interface used in the Service to manage the permissible configuration of the Service.

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

"Fault" means a fault:

- (a) relating solely to circuit(s);
- (b) reported to Singtel by the Customer to Singtel's Global Helpdesk; and
- (c) accepted by Singtel.

"Fees and Charges" shall mean the Installation Charge and the Monthly Rental for BizVoice Services.

"Installation Charge" means the installation fee for the Circuit(s) provided as part of BizVoice Services.

"Monthly Rental" means the recurring monthly fee for BizVoice Services.

"ONT" means the Optical Network Terminal provided by Singtel and located at the customer's premises, used to connect to the Service.

"Provision Of Service" means the process carried out by Singtel to enable the provision of BizVoice Services to Customer, which process shall end upon the RFS Date.

"Singtel Global Helpdesk" means Singtel's Global Helpdesk that receives calls for Faults reported by Customer(s).

"System" means the computer systems, programming and communication facilities and any other equipment required by Singtel for the operation of the Service.

"DMS" means Device Management Server to provision the IP Phones.

"CPE" means Customer Premise Equipment that is equipment such as Integrated Access Device (IAD) installed or to be installed by Singtel at Customer's premises. The ownership rights of the CPE will remain with Singtel.

- 1.2 The words and expressions used in these Specific Terms and Conditions, which are defined in the General Terms but are not defined in these Specific Terms and Conditions, shall have the same meanings as defined in the General Terms unless the context otherwise requires.
- 1.3 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.

## **2. Fees and Charges**

- 2.1 Off-net local voice traffic will be billed according to Singtel's prevailing local voice rates. The voice traffic will be rated and rounded up by blocks of 1 minute or 30 seconds depending, on the period (ie economy, weekends, standard) into which the voice call falls.
- 2.2 Intra-net calls between Customers who are defined by Singtel (in its sole discretion) as being an BizVoice group will not incur any local voice traffic charges unless the call extends beyond three (3) hours. Calls extending beyond this time will be billed according to Singtel's prevailing local voice rates.
- 2.3 Fees and Charges may include connection charges, periodic access charges, usage-based charges (including connection charges for each call and timed or untimed charges for each call), charges for content provided with the Service, charges for other services provided in connection with the call, number reservation charges, reconnection charges, disconnection charges in some circumstances, and other charges.
- 2.4 Fees and Charges may also vary depending on the time and day (including peak and off peak periods), the type of Customer, the origin and destination of the call, whether the call is a voice call or data call, the volume of calls made during a period and any applicable rebates or discounts that might apply to the particular call or to the particular Customer.
- 2.5 If there is a revision of the Fees and Charges of the Service during the Initial Contract Term, then the Customer shall not be entitled to those revision benefits. If the Service is automatically renewed after the Initial Contract Term, then such renewal shall be subjected to the same Fees and Charges as applied during the Initial Contract Term for the duration of the renewal period.
- 2.6 Singtel may from time to time offer certain promotional or customized prices in relation to the Service ("Special Prices"). Such Special Prices shall continue for the period of the relevant promotion or scheme as stated by Singtel. Upon expiry of the relevant promotion or scheme, or the Initial Contract Term, whichever is the earlier ("Expiry Date"). Fees and Charges shall revert back to the List Price applicable at the Expiry Date.

## **3. Commencement and Duration of Service**

- 3.1 The Service shall commence on the Date of Service Required as stated in the SRCA Form or, in the event that Singtel is unable to provide the Service on the Date of Service Required, the date specified by Singtel in writing, as the case may be (the "Commencement Date of Service").
- 3.2 The minimum period of subscription for the Service shall be:
  - (a) a period of twelve (12) months; or
  - (b) such other period as may be stipulated by Singtel as the relevant minimum period of subscription when the Customer applies for the Service, calculated to commence on the Commencement Date of Service (the "Initial Contract Term").

Thereafter the Service shall continue in force for successive periods corresponding with the Initial Contract Term unless terminated in accordance with 3.1.

#### 4. Service Requirements and Limitations

- 4.1 The terminating or end-point(s) of the Service must be a legally valid business or residential address in Singapore at premises owned or legally occupied including by way of a lease or license to occupy by the Customer. The Service shall not terminate at any premises not approved by Singtel 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, at any outdoor or off-shore site, or at any premises not owned by the Customer. Singtel shall not entertain any request from the Customer for provision of the Service at any such sites.
- 4.2 Singtel does not guarantee that the Service is continuous or uninterrupted. 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 Singtel network and of 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 Singtel to provide the Service.
- 4.3 The Customer shall ensure that all Customer-provided equipment on its premises that connects to the Service meets and will perform according to the technical specifications for such equipment and the interface and other specifications for the Service as may be specified by Singtel. Singtel will not be held responsible for any connection issues and disruptions arising from user's devices not being compatible or meeting the minimum system requirements.
- 4.4 Singtel is not liable for any unavailability, interruption, or underperformance of the Services related to Customer's own IP network or connection which is not provided as part of the Service. The Customer acknowledges and agrees (i) the Service requires a properly-configured, enterprise-grade connection; (ii) use of the Service with any lesser network or connection may result in partial or complete unavailability, interruption, or underperformance of the Service.
- 4.5 The Customer shall not, nor permit any other person to:
- (a) move any CPE (provided as part of the Service) to a location other than the location to which it was delivered; and
  - (b) change, deface, obscure or remove any label or markings attached to any CPE.
- except with the prior written consent of Singtel.
- 4.6 The Customer acknowledges that:
- (a) it must procure and maintain at its own expense any equipment or software needed to implement, receive and use the Service, unless Singtel expressly agrees otherwise in writing; and
  - (b) the technical means by which Singtel supplies the Service is at Singtel'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 person that the Customer permits or allows to use the Service;
  - (d) the Customer assumes and shall bear the entire risk of any loss, theft, damage and destruction to CPE from any and every cause during the term of the Service;
  - (e) the Customer shall be responsible for, and indemnifies Singtel against, any and all costs and expenses incurred by Singtel in making good or replacing the damages, lost, stolen or destroyed CPE;
  - (f) the Customer is responsible to monitor internet bandwidth utilization and upgrade to higher bandwidth if required to ensure the availability of the Service;
  - (g) the Customer shall be responsible for any defect, or non performance of the CPE caused by Customer's negligence or other acts and omissions;

- 4.7 The Customer shall obtain Singtel's prior written approval before:
- (a) interconnecting the Service to any private or public network whatsoever; or
  - (b) making any changes to the Customer's network configuration during the Term; or
  - (c) using any software (other than Singtel Software) in connection with the Service.
- 4.8 If the Customer reports a fault and, following investigation by Singtel, either no fault is found, or Singtel determines that the fault is not with the Singtel network or Singtel Equipment, or that the fault arises from or in connection with any unauthorized use of or access to the Service, or the Customer's breach of the terms and conditions of Service, then Singtel may charge the Customer a call out fee at Singtel's then prevailing rate.
- 4.9 The Customer may, with the written consent of Singtel, purchase additional features or services ancillary to the Service and, on provision of those additional services or features, these Specific Terms and Conditions shall also apply to those additional services or features. Any access to or use of such additional features or services without Singtel's written consent shall be considered an unauthorized access or use in breach of these Specific Terms and Conditions.
- 4.10 The Customer:
- (a) may request, in writing, that Singtel upload or, alternatively, may itself upload or connect, an external source of any music, advertisement, voice recording or customized material ("Material") into the Service;
  - (b) shall ensure that any Material provided to Singtel for uploading into the Service is free of viruses; and
  - (c) may request, in writing, that Singtel receive voicemails attached as a file to be delivered to the Customer's email address.
- 4.11 The Customer acknowledges that Singtel will not be liable for any loss, damage, claims or costs incurred during, or arising from or in connection with, the uploading or inputting of Material into the Service, the receipt or delivery of any voicemails, the content, quality or performance of such Material or voicemails, nor for Singtel's compliance (or attempted compliance) with the above requests.
- 4.12 The Customer indemnifies and holds harmless Singtel against any and all actions, claims, proceedings, costs (including legal costs incurred by Singtel in defending any such actions, claims or proceedings), liability, losses and damages whatsoever that may be brought or commenced against Singtel by any person, or that Singtel may sustain, suffer or incur in connection with, or arising out of, or by reason of:
- (a) Singtel's compliance (or attempted compliance) with any request by the Customer under Clause 4.8;
  - (b) the uploading or inputting of any Material, information or resources into the Service; and
  - (c) the content, quality or performance of any Material, resources or information used in connection with the Service;
  - (d) the infringement of any intellectual property or personal privacy rights of any third party relating to any Material, resources or information used in connection with the Service.
- 4.13 If the Customer acquires the Service for use as a transmission medium to which it will or has added other inputs for the supply of its own services to its own end users, then the Service shall be considered to be a Transparent Input Service. The Customer shall not, in connection with any Transparent Input Service:
- (a) represent or imply that the Customer is the owner or original supplier of the Transparent Input Service; or
  - (b) use Singtel's brand, name, logo, trademarks, service marks (whether registered or not) or the fact that the Customer's services are provided using Singtel services, in promoting or supplying the Customer's service, except with the written consent of Singtel.
- 4.14 The Service provided by Singtel under these Specific Terms and Conditions may not be re-sold or otherwise re-provided by the Customer to any other person(s) whomsoever except as a Transparent Input Service. In the event that the Customer desires to re-sell or re-provide the Service (other than as a Transparent Input Service) the Customer and Singtel shall enter into a separately negotiated agreement prescribed for the same by Singtel containing the terms and conditions for such a re-sale.

## 5 Service Provision

- 5.1 Singtel shall charge for all Work at Singtel's then prevailing rate.
- 5.2 In addition to the Fees and Charges in Clause 3 of the General Terms, a surcharge shall be payable for any Work outside Business Hours.
- 5.3 Where the Customer requests that Singtel provision the Service within a specific period Singtel shall, in consultation with the Customer, determine the date ("RFS Date") to complete the Work.
- 5.4 If Singtel is unable to complete all or any of the Work on or before the RFS Date, then the Customer must either:
- (a) cancel that part of the Work that Singtel is unable to complete on or before the RFS Date, without being liable to pay the cancellation charges referred to in Clause 5.3 of General Terms; or
  - (b) accept that part of the Work that Singtel has completed, and pay for the same at Singtel's then prevailing rate;
- and the Customer shall have no other claim against Singtel, and Singtel shall have no liability in contract, at law or in equity, for failure to complete the Work before the RFS Date.
- 5.5 If the Customer requests to defer completion of the Work to a date after the originally agreed RFS Date, the Customer shall be liable to pay a reservation fee at Singtel's then prevailing rate. For the purposes of this clause, the period of reservation shall be the period between the originally agreed RFS Date and the date of completion of the Work.
- 5.6 If the Customer cancels the Work, the Customer shall be liable to pay the cancellation charges at Singtel's then prevailing rate.
- 5.7 If the Customer requests a change of the circuit terminating point and this 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 be liable to pay the cancellation charges at Singtel's prescribed rate for cancellation.
- 5.8 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 be liable to pay the charges for the rewiring at Singtel's prescribed rate for the internal removal of circuit.
- 5.9 Relocation of the Service shall be subject to resource availability. In addition, the Customer shall also be liable for any applicable relocation or one-time installation charges for the relocation of the relevant Service.
- 5.10 If the Customer requests for service activation to be done in a shorter time frame as that stipulated under the normal provisioning scheme, express charges, where applicable, shall apply.

## 6 Termination

- 6.1 Subject to Clause 3.2, Singtel or the Customer may terminate the Service by giving to the other not less than 30 days' prior written notice.
- 6.2 On termination of the Service, the Customer shall be liable to pay Singtel:
- (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 Singtel under Clause 3.1, and where the Initial Contract Term is 12 months, 100% of the monthly recurring rental for the period between the date of termination and the expiry date of the Initial Contract Term; and
    - iii. except where the Service is terminated by Singtel under Clause 3.1, and where the Initial Contract Term is more than 12 months:

- (A) 100% of the monthly recurring rental for the period between the date of termination and the remaining period of the first 12 months of the Initial Contract Term; and
- (B) 50% of the monthly recurring rental for the period between the last date of the first 12 months of the Initial Contract Term 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 Singtel under Clause 3.1, 50% of the monthly recurring rental for the period between the date of termination and the expiry of the renewed Term.

6.3 When the Service is terminated, all other features subscribed in connection with the Service shall also be terminated at the same time.

## 7. Agency for Equipment and Services

7.1 The Customer may request Singtel in writing to procure on the Customer's behalf terminal equipment, installation services and/or other services for direct use in connection with the Service. In such circumstances:

- (a) the Customer appoints Singtel as its duly authorized agent ("Agent"), and gives Singtel full power and authority to order and purchase, any such equipment and services on the Customer's behalf from any supplier ("Supplier") as reasonably required for this purpose (including, without limitation, signing any purchase order forms on the Customer's behalf);
- (b) the Customer confirms that the Customer will and does adopt, ratify and be liable for all that Singtel does or would do in its capacity as Agent, and to execute all such documents as may be required to effect or perfect Singtel's appointment as Agent;
- (c) the agency created by this Clause shall remain in force until revoked by the Customer upon a written notice given to and acknowledged in writing by Singtel. Revocation of the agency shall be subject to any rights of Singtel under contract, at law or in equity, for the recovery of any damages, costs, expenses or indemnity from the Customer by Singtel and arising both before and after the effective date of revocation;
- (d) the Customer warrants that there are no legal or other impediments to the creation and existence of the agency and indemnifies and holds harmless Singtel against any and all loss, damages, costs and expenses that Singtel may suffer or incur in connection with or arising out of a breach of this warranty;
- (e) the Customer shall pay Singtel an order fee of 10% of the purchase price of, the equipment and services quoted to Singtel by the Supplier; and
- (f) the Customer acknowledges that the Supplier is fully responsible for the availability, installation, functionality and maintenance of, and the documentation and training for or relating to, any equipment and services acquired under this Clause ("Availability and Use Matters") and that Singtel shall have no responsibility or liability for Availability and Use Matters. The Customer shall liaise directly with the Supplier on all Availability and Use Matters, and the Customer indemnifies and holds harmless Singtel against any and all loss, costs, damages and expenses that Singtel may suffer or incur in connection with or arising out of Availability and Use Matters.

## 8. System Management

Singtel reserves the right to manage and control access to the System, and to data stored in the System, in a manner deemed appropriate by Singtel.

## 9. Customer Security Policy

9.1 The Customer shall take all necessary measures (including but not limited to changing the Customer's password from time to time) to protect the secrecy and security of the Customer's User ID and the password issued to or used by the Customer in connection with the Service, and shall not divulge the same to any other party(s). Singtel shall not be responsible for any loss or damage suffered or incurred by the Customer or any third party due to the wrongful use of the Customer's account or any personal information by any other party, no matter how the loss or damage arises nor how much loss or damage is suffered or incurred.

- 9.2 The Customer shall immediately notify Singtel, in writing, of any unauthorized use of the Customer's account, User ID, password or of any other breach of security known to the Customer.
- 9.3 Singtel does not warrant or guarantee the availability, effectiveness or performance of the Web Portal supplied with the Service. The Customer is solely responsible for checking to ensure that any change requests made by the Customer via the Web Portal are effected as requested.

#### 10. **Reservation of Number Range**

- 9.1 A Customer who has been allocated a number range for the Service by Singtel, but who chooses not to install the lines immediately, may reserve the allocated telephone number and Singtel's prevailing reservation fees will apply.
- 9.2 Singtel will use its best endeavours to provide a range of numbers that are consistent with the Customer's dial plans and/or requests. The selection of numbers will depend on whether the required number range is available for use.

#### 10. **Training**

- 10.1 Singtel shall provide training sessions for the Service with the exception of Singtel Mobile BizVoice and Mobility Pack service that are requested by the Customer. The training shall be charged to Customer at Singtel's prevailing rates, subjected to availability of Singtel resources and may be withdrawn at Singtel's sole discretion.

#### 11. **Phone Book Listing**

- 11.1 If the Customer wishes to have the Service numbers listed in any phone book, then the Customer is solely responsible for notifying the relevant phone book publishers of the relevant numbers and the required listing format.

#### 12. **User SPOC/Administrator**

- 12.1 The Customer acknowledges that the provision and use of the Service requires a User SPOC/Administrator whose role shall include, but is not limited to:
- (a) Approving access to Customer's sites;
  - (b) Approving requests to terminate the Service's access to the LAN infrastructure; and
  - (c) Approving configuration changes to the Service; and
  - (d) Acting as a single point of contact for Singtel to consult on the Customer in connection with the Service whenever the need arises.

#### 13. **Consent to Use and Disclose Information and Data**

- 13.1 The Customer agrees that Singtel shall be entitled to use or disclose any information or data disclosed by the Customer in accordance with Clause 15 of the General Terms and Conditions in the current edition of the Singapore Phone Book and in the Singtel website at [www.Singtel.com](http://www.Singtel.com). The Customer is entitled to withdraw such consent in the procedure as prescribed by Singtel from time to time.

#### 14. **Protection of Personal Data**

- 14.1 If and insofar as, Singtel processes data, including the Customer personal, traffic and location data, Singtel will do so with due observance of the applicable legislation and regulations, in particular the Singapore Personal Data Protection Act and the Singapore Telecommunication Act.
- 14.2 Where the Customer requests Singtel to carry out more detailed analytics and pursuant thereto, Customer provides to Singtel personal data of the Customer as well as personal data of users of the Service, the Customer shall be responsible for obtaining the necessary consents to release such third party personal data to Singtel and for use of such data by Singtel to carry out the contracted Service for the Customer. Customer shall indemnify and hold harmless Singtel from and against any claims by any third party arising by reason of Singtel's use of such data provided by the Customer to carry out the Service at Customer's request.
- 14.2 The Customer agrees that Singtel shall be entitled to use or disclose any information or data disclosed by the Customer in accordance with Clause 15 of the General Terms.

**15. General**

- 15.1 The Customer shall be bound by and shall fully observe and comply with all the General 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 on Singtel under these Terms and Conditions shall be additional to the rights and protections conferred on Singtel under the General Terms and any other terms and conditions agreed or accepted by the Customer.
- 15.2 Any Clause in the General 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.





