

Specific Terms and Conditions for Business Digital Line (“Specific Terms and Conditions”)

1. Incorporation by Reference

1.1 In addition to:

- (a) SingTel's General Terms and Conditions of Service (“**General Terms**”) which can be accessed at <http://info.singtel.com/terms-general>;

which terms and conditions are deemed incorporated by reference, you shall be bound by these Specific Terms and Conditions. In the event of any conflict or inconsistency between the General Terms and these Specific Terms and Conditions, such conflict or inconsistency shall be resolved in accordance with the General Terms.

2. Definitions and Interpretation

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

"Activation" in relation to any Facility means the actions required to be taken by SingTel (with respect to the telecommunications network operated and maintained by SingTel) after the completion of Installation in order that the Customer can begin to utilise the Facility; or the actions required to be taken by SingTel (with respect to the telecommunications network operated and maintained by SingTel, including any cable or wiring installed by SingTel at the Stipulated Premises) after SingTel's receipt of the Customer's report to SingTel of any fault in or failure of the Facility in order that the Customer can resume utilizing the Facility, but shall not include actions to rectify any incompatibility of or defects or deficiencies in any equipment, software, cable or thing not owned, operated or maintained by SingTel;

"Customer" means any person who applies for or subscribes for or utilises the Service;

"Facility" means any telecommunications service or facility which SingTel has agreed to make available to the Customer (on application of the Customer) through the use of the Line;

"General Terms" means Singapore Telecommunications Limited's General Terms and Conditions of Service which can be accessed at <http://info.singtel.com/terms-general>;

"Installation" means the installation of the Line at the Stipulated Premises, including the provision of required cables and wiring, from SingTel's network interface point situated outside the Stipulated Premises to the Stipulated Premises;

"Line" means a telecommunications line to which a telephone may be connected for voice calls or facsimile transmissions to be made or received;

"Maintenance" means the inspection, repair and, where necessary, replacement of the cables, wires and socket(s) constituting the Line installed by SingTel;

"**Service**" means the provision, installation and maintenance by SingTel of a Line at the Stipulated Premises for telephone calls to be made or received at the Stipulated Premises;

"**SingTel**" means Singapore Telecommunications Limited (CRN 199201624D);

"**SingTel Mobile**" means SingTel Mobile Singapore Pte Ltd (CRN 201012456C);

"**Stipulated Premises**" means the premises in Singapore stated in the Customer's application to SingTel for the Service as the premises at which the Service is required or such other premises as may be approved in writing by SingTel;

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

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

- 2.2 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.
- 2.3 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.

3. The Service

- 3.1 The Customer is only permitted to subscribe for two (2) Service Lines for each fibre connection. Customer shall inform SingTel in case fibre connectivity is unavailable for any reason. Customer acknowledges that the Service is dependent on availability of fibre connection
- 3.2 The Service shall commence on the Effective Date as stated in the SRCA Form or, in the event that SingTel is unable to provide the Service on the Effective Date, the date specified by SingTel in writing, as the case may be (the "**Commencement Date of Service**")
- 3.3 The minimum period of subscription for the Service shall be a period of three (3) months or such other period as stated in the SRCA Form, calculated to commence on the Commencement Date (the "**Initial Contract Term**"). Thereafter the Service shall continue in force for successive periods of one (1) month, at SingTel's prevailing list price unless otherwise agreed in writing between the parties, until terminated by SingTel or Customer in accordance with these Specific Terms and Conditions.
- 3.4 The Service will be charged at SingTel's then prevailing rate. All prices quoted are subject to change and prevailing GST rate.

4. Eligibility for the Service

- 4.1 The Customer shall satisfy all criteria set forth in this Clause 4, including any amendments thereto that SingTel may from time to time make in its discretion. Subject to the Telco Code, in the event any such criteria have not been satisfied or cease to be satisfied at any time whatsoever, SingTel shall be entitled in its sole and absolute discretion to refuse to provide and/or suspend and/or terminate (as the case may) the provision of the Service or any part(s) thereof to the Customer.
- 4.2 For application under company's account – Business Registration Certificate or Certificate of Incorporation, Company Stamp, an application form duly completed, and signed by the Authorised Officer.
- 4.3 The Customer shall at all times not be in arrears of any payments due to SingTel or SingTel Mobile.
- 4.4 The Customer is responsible for establishing the required fibre which is required for the service.
- 4.5 SingTel does not currently offer or support provisioning of the Service to Customer located in other country outside Singapore.
- 4.6 Service provisioning is subject to resource availability at the point of registration.

5. Service Estimates

5.1 Singtel will use all commercially reasonable efforts to provide the following services within the respective timelines indicated, subject to (i) any cancellation, deferment, or other request or instruction to the contrary from the Customer, (ii) any resource constraints or allocation issues faced by Singtel, or (iii) any unforeseen circumstances or matters outside the reasonable control of Singtel:

- a) Installation: within fourteen (14) Working Days after SingTel's receipt of the Customer's request for the appointment;
- b) Maintenance: within 24 hours after SingTel's receipt of the Customer's request for the appointment;
- c) Activation of any Facility:
 - i) international direct dial, within two (2) Working Days of Customer's request;
 - ii) call waiting or call transfer, within three (3) Working Days of Customer's request;
- (d) Fault resolution in case of the Customer's report of any fault in or failure of the Facility,

- i) in cases where the fault is minor (in the sole opinion of SingTel), within 24 hours of the Customer's request, and
- ii) in all other cases, within such period of time as SingTel determines (in its sole discretion) is reasonable to resolve the fault based on the facts and circumstances of the particular case in question and the resources available to SingTel at the time.

5.2. The above time frames are estimates only and nothing herein shall be construed to impose any obligation on SingTel to commence, carry out or complete any Installation, Maintenance or Activation or other works within any time, and SingTel shall not be liable to the Customer for any loss, damage or inconvenience incurred or suffered arising from any delay on the part of SingTel in the provision of any Service or any Installation, Activation or Maintenance or further to any other undertaking.

6 Installation And Cabling

- 6.1 The Line shall be installed by SingTel at the Stipulated Premises. The Customer shall not install any Line without the prior written consent of SingTel.
- 6.2 SingTel shall, in its sole discretion, decide on the route of the wiring or cabling in the Stipulated Premises for installation of the Line and SingTel shall not be required to utilise any trunking or conduits provided by the Customer for the purpose.
- 6.3 The Service does not include the provision or installation by SingTel at the Stipulated Premises of any equipment (including any telephone) required for the Customer to make or receive calls or derive any other benefit from the Line in the absence of any express written agreement by SingTel to provide any such equipment. Any and all such equipment shall be provided by the Customer at the Customer's expense.
- 6.4 The Customer shall provide all internal wiring and sockets within the Stipulated Premises according to IDA's and SingTel's specifications and guidelines required for the purpose of the installation of the Line. Where SingTel is requested to provide any such internal wiring or sockets, the Customer shall pay SingTel the charges imposed by SingTel.
- 6.5 Where the Customer is not the owner of the Stipulated Premises, the Customer shall obtain such approval and consent from the owner thereof for the installation or relocation of the Line and the work required to be carried out by SingTel for the purpose and shall indemnify SingTel in respect of any and all claims against SingTel in respect of any and all work carried out by SingTel for the installation or relocation at the Stipulated Premises of the Line or any equipment relating to the Service.
- 6.6 In the event that SingTel is of the opinion that the installation of the Line at the Stipulated Premises would involve (i) any risk of injury to any person; (ii) the use of equipment which is not commonly used in the installation of a Line; (iii) the relocation of any structure, fixture or fitting at the Stipulated Premises; or (iv) costs, expenses or manpower resources which

exceeds the amount usually required on the part of SingTel for the installation of a Line, SingTel may decline to install the Line or impose such conditions (including the provision of equipment or the payment of any charges or reimbursement of expenses by the Customer) as it may consider appropriate and defer the installation of the Line and the provision the Service to the Customer until after all such conditions have been fulfilled.

- 6.7 Where the Customer request 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
- 6.8 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;
 - (c) agree to a revised RFS Date for SingTel to complete the Work, 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.

- 6.9 If the Customer cancels the Work, the Customer shall be liable to pay the cancellation charges at SingTel’s then prevailing rate.
- 6.10 If the Customer requests for a change of the circuit terminating point results in re-wiring of any completed wiring work from the original serving node, the Customer shall be liable to pay the charges for the re-wiring at SingTel’s prescribed rate for the internal removal of circuit
- 6.11 SingTel shall not be liable for Customer’s internal wiring which has been installed by Customer’s contractor or building management.

7. Removal Or Relocation

- 7.1 The Customer shall procure that any Line installed by SingTel at the Stipulated Premises is not removed or relocated (whether within or outside the Stipulated Premises) without SingTel’s prior written consent.
- 7.2 SingTel shall not be obliged to remove and reinstall the Line to any other premises unless it has agreed to do so and the Customer has agreed to pay such charges as may be imposed by SingTel.
- 7.3 The Customer shall indemnify SingTel against all costs and expenses incurred in removing and/or relocating the installation of the Line or any cable or posts used for the Service in the event any owner or occupier of any property through, under, over across, in or upon which such Line or cable or posts are placed, requests such removal or relocation.

8 Suspension And Termination

- 8.1 SingTel shall be entitled to terminate the Service at any time if (i) the Stipulated Premises is declared to be unsafe by the relevant governmental authority;
- 8.2 If SingTel shall at any time be unable to obtain or maintain any license, wayleave, permission, or easement necessary for the provision or maintenance of the Service, SingTel may, by notice in writing to the Customer, terminate the Service as from the date of such notice.
- 8.3 Either SingTel or the Customer may terminate the Service at any time by giving to the other not less than thirty (30) days' prior written notice of such intention to terminate.
- 8.4 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) 100% of the monthly recurring rental for the period between the date of termination and the expiry date of the Initial Contract Term;
- 8.5 When the Service is terminated, all other features subscribed in connection with the Service shall also be terminated at the same time.

9 Consent To Use And Disclose Customer Information And Data

- 9.1 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. The Customer is entitled to withdraw such consent in the procedure as prescribed by SingTel from time to time.

10 Singapore Phone Book Listing

- 10.1 The Customer's Service number shall be listed in the Singapore Phone Book or other applicable directory unless otherwise agreed.
- 10.2 A Customer may apply to SingTel to have the Service number de-listed from the Singapore Phone Book Listing or other applicable directory, upon payment of the prevailing administrative and de-listing charges.

11 Value Added Service (VAS)

- 10.1 SingTel is entitled to offer Value Added Services at promotional rates from time to time.
- 10.2 Prevailing monthly subscription rates will apply for Value Added Services after the expiry of any promotional period in respect of such Value Added Service.

12 Other terms

- 12.1 The Customer acknowledges and accepts that voice quality on the Service is subject to availability of fibre connection and that Service may not function if there is a fibre connection failure.
- 12.2 Customer is responsible for acquiring any voice equipment to use the Service and for ensuring that such equipment is used to access the Service.

13 **General**

- 13.1 SingTel reserves the right to alter, modify, add to or otherwise vary these Specific Terms and Conditions by notice to the Customer in such manner as SingTel deems appropriate. The Customer shall be bound by the Terms so amended. In any event, if the Customer continues to use the Service after such notice, the Customer shall be deemed to have accepted the amendment.
- 13.2 The Customer shall be bound by and shall fully observe and comply with all the General Terms 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 Specific 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.
- 13.3 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.