

BUSINESS VOICE SOLUTIONS (BIZVOICE, SIP TRUNK, HOSTED PBX) – SPECIFIC TERMS AND CONDITIONS

The Business Voice Solutions (BizVoice, Sip Trunk, Hosted PBX) Specific Terms and Conditions and Service Level Agreement set out the basis in which MyRepublic will provide this specific Services to you.

1. Definitions

1.1. In this Specific Terms and Conditions, the following words and expressions shall have the following meaning

“Services” means the product and support that is provided and paid for by the customer.

“Charges” means all activation/connection, disconnection, reconnection, usage, subscription, installation, service call and administrative charges and other fees and charges to be paid by you for or relating to the Services;

“MRC” means monthly reoccurring charges;

“PABX” means Private Automatic Branch Exchange;

“Service Address” means a business address in Singapore at which we agree to provide the Services;

“Service Number” means any number, symbols or characters assigned by us or selected by you for the purpose of your utilisation of the Services including any telephone number, mailbox number, network user identity, password or person identification number;

“SLA” means the service level agreement contained herein;

“Service Provider” means a company which allows its subscribers to access the internet;

“Specific Terms and Conditions” means this Business Voice Solutions (BizVoice, Sip Trunk, Hosted PBX) Specific Terms and Conditions and Service Level Agreement; and

“VoIP” means Voice over Internet Protocol.

“Content” means information that is digitally broadcast, streamed, or contained in computer files.

2. Eligibility for Service

2.1. The Services are only available to business customers for their own business use;

2.2. In order to subscribe to the Services, you must comply with the following requirements:

2.2.1. at the time of application, you must not have any outstanding accounts with us that are due and owing to us;

2.2.2. a Service Address to which the Services will be provided;

2.2.3. a billing address in Singapore;

2.2.4. must always provide us with such information as may be necessary or desirable for us to provide you with the Services.

2.3. MyRepublic reserves the right to decline acceptance of your application at our discretion.

3. **Service**

3.1. We will provide the Services to you in accordance with the particulars set out in the applicable Service Application Form.

3.2. You may request us to change, from time to time, the Service particulars set out in the Service application form, subject to our confirmation and payment of a standard administrative fee chargeable by us. In the event of such change, the subscription fees payable and the Service particulars will be amended accordingly. For the avoidance of doubt, you will continue to be liable for the payment of such revised subscription fees.

3.3. You are solely responsible, at your own cost and expense, for (i) providing all equipment and networks (including but not limited to the PABX) which are connected to and/or used in conjunction with the Services; (ii) ensuring that all such equipment and networks (including but not limited to the PABX) are compatible with the Services; and (iii) implementing the necessary security features on all such equipment and networks (including but not limited to the PABX) and such security features shall include features to prevent unauthorised access or usage, including fraud, of the Services.

3.4. You acknowledge and agree that we are not responsible for providing any support, whether technical or otherwise, to any of your equipment or networks (including but not limited to PABX) which is connected to or used in conjunction with the Services.

3.5. You acknowledge and agree that availability of the Services is subject to:

3.5.1. availability of resources, including but not limited to, availability of a suitable network infrastructure at the time at which the Services are requested or delivered;

3.5.2. geographic and technical capacity of our network and of our delivery systems at the time at which the Services are requested or delivered; and

3.5.3. provisioning time for any equipment which is required by us to provide the Services.

3.6. You acknowledge and agree that the Services shall be automatically provisioned with other ancillary Services as may be determined by us in our sole discretion from time to time, including but not limited to, international telephony and premium rate services. Your use of the other ancillary Services shall be subject to our prevailing Business General Terms and Conditions and their relevant Service Specific Terms and Conditions and you shall be deemed to have agreed to the foregoing terms and conditions upon your use of such other ancillary Services.

3.7. In respect of our international telephony services, you agree that:

3.7.1. if you have opted to use our international services but have chosen to retain your direct exchange lines and/or mobile telephone lines through other third party service provider(s), you must have a valid direct exchange line and/or mobile telephone line from your other third party service provider(s);

3.7.2. we may allow you to register for Services through line(s) that do not belong to you, but you shall be solely responsible for obtaining the relevant consent from the owner(s) of the line(s) and for payment of all Charges incurred arising from and/in connection with the Services;

3.7.3. if you do not make use of the Services for a significant period, we may suspend or end the Services without notice to you;

3.7.4. we will not be responsible for any loss and/or damage you may suffer by the use of your direct exchange line and/or mobile telephone service with other third party service provider(s) or any other services offered by other third party service provider(s);

3.7.5. until we have been notified of the above, you shall continue to be responsible for all Charges incurred for the lines registered with us.

4. **Emergency Services**

4.1. The Services only support Singapore emergency services calls (for example, 999 and 995).

4.2. You acknowledge and agree that any emergency services call made using the Services may be subject to network congestion and/or reduced routing speed.

5. **Security**

5.1. You are solely responsible for the security of all your equipment and networks (including but not limited to the PABX) which are connected to and/or used in conjunction with the Services. You are solely responsible for all activities that occur in relation to all your equipment and networks (including but not limited to the PABX).

5.2. If you discover or suspect any unauthorised use of the Services, the PABX and/or that your account security has been compromised, you must immediately inform us and take all necessary and immediate actions, at your sole cost and expense, to enhance the security of all your equipment and networks (including but not limited to the PABX) which are connected to and/or used in conjunction with the Services.

5.3. You are therefore advised to review and update your security features of all your equipment and networks (including but not limited to the PABX) which are connected to and/or used in conjunction with the Services from time to time.

5.4. The security of your account including Content stored, sent or received, is your own responsibility. We cannot guarantee the safety and security of any transmission under any circumstances whatsoever.

6. **Telephone Numbers**

6.1. When we allocate any numbers to you for the Services, you will not have any rights to these numbers except for the sole purpose of using the Services in accordance with this Agreement. You cannot sell or transfer these numbers to any third party. You must not apply or try to apply for registration of any Service Number as trademarks, whether on their own or together with any word or mark.

6.2. We may, for commercial, operational or technical reasons or compliance with any requirement of the relevant regulatory authority or other authority, withdraw or change any number allocated to you. However, we will give you reasonable notice in this event.

6.3. If you wish to use the same Service Number together with any service to be provided by any other third-party service provider(s), you must make the appropriate arrangement with such third party service provider(s). We will not be required to consent or permit any Service Number to be used in connection with any service to be provided by any third party unless a subsequent service agreement between MyRepublic and the third party is in place beforehand.

6.4. If you wish to use the service number provided by other Service Provider, you may submit your number porting request to us. Your number porting request is subject to the consent of such other Service Provider. Once we process your number porting request, any subsequent cancellation request shall attract a charge of S\$45.80 per service number.

7. Telephone Directory & Directory Services

7.1. Unless you inform us otherwise, we will assume you authorise us to put your name, address and telephone number under your account with us for the Services in a Singapore telephone directory (in any medium) and make your telephone number available through our directory services in Singapore.

8. Resale

8.1. The Services are provided to you solely for your own business use. You must not resell or re-provision the Services to third parties without our prior written consent, whether for profit or otherwise. Without prejudice to the foregoing, you must not use or permit the use any part of the Services for any of the following purposes which shall include but shall not be limited to: local termination for overseas data or voice traffic, call-back or call forwarding services and sale of VoIP services. We reserve the right to immediately suspend or terminate your Services if we determine, in our absolute discretion, that you use or allow the use of the Services, in whole or in part, for any of the aforementioned or similar activities.

BUSINESS VOICE SOLUTIONS (BIZVOICE, SIP TRUNK, HOSTED PBX) – SERVICE LEVEL AGREEMENT

1.1. A credit balance will be carried for interruptions, specifically within the MyRepublic service being provided, where inbound or outbound calling is affected for period in excess of 45 minutes for each user affected. Voice Service Unavailability shall begin when the support ticket, email or phone call is received by the MyRepublic Support Team and ends when the service has been deemed in operation once again.

Duration of Service Outage	Percentage Credit
Up to 5 minutes (99.99% Availability)	No Credit
5 minutes - 4 hours	5% of MRC
4 hours – 8 hours	10% of MRC
8 hours – 12 hours	15% of MRC
12 hours – 16 hours	20% of MRC
16 hours – 24 hours	35% of MRC
24 hours or more	50% of MRC

1.2. No credit balance will be earned under the following scenarios:

1.2.1. Noncompliance with respect to MyRepublic Business General Terms and Conditions (including its payment terms);

1.2.2. Power failure at the client’s location;

1.2.3. Local equipment found negatively affecting the IP telephony services;

1.2.4. Failure of equipment, systems, connections or services not provided by MyRepublic;

- 1.2.5. Circumstances or causes beyond the reasonable control of MyRepublic;
- 1.2.6. Any period in which MyRepublic is not provided full and free access to all required systems and equipment in order to rectify a situation
- 1.3. Following a verified incident, MyRepublic will provide a credit or refund earned from the MyRepublic SLA herein within two billing cycles. Credits will only be given to you if you in good financial standing, have no monies owed to use and comply with MyRepublic Business General Terms and Conditions. As a result of any investigations, you must fully cooperate with the MyRepublic Support Team. Failure to do so, will negate all credit earnings and void the guarantee set out in this clause.

2. **Revision**

- 2.1. MyRepublic reserves the right to change, amend or revise this Specific Terms and Conditions. The revised Specific Terms and Conditions shall become effective once posted on the MyRepublic website.