

BUSINESS GENERAL TERMS AND CONDITIONS

The MyRepublic Business General Terms and Conditions (“**Business General Terms**”) set out the basis in which MyRepublic will provide Services to you.

1. Definition and Interpretation

1.1. The agreement comprises of the below listed documents and to the extent that there is any conflict or inconsistency, the order of precedence shall be as follows:

- 1.1.1. Privacy Policy;
- 1.1.2. Acceptable Use Policy;
- 1.1.3. other applicable MyRepublic Policies;
- 1.1.4. Service Application Form;
- 1.1.5. applicable Service Specific Terms and Condition;
- 1.1.6. applicable Service Specific Service Level Agreement; then
- 1.1.7. Business General Terms.
 (“**Agreement**”).

1.2. Copies of our latest terms and conditions and policy documents, which may be updated from time to time, are published on the Website and available from the Customer’s designated account manager or the customer service team. It is the responsibility of the Customer responsibility to access the latest version.

1.3. In these Business General Terms, the following words and expressions shall have the following meaning:

“**Acceptable Use Policy**” means the MyRepublic acceptable use policy, as published on the Website;

“**Agreement**” has the meaning given to that term in clause 1.1 (Agreement);

“**Application**” has the meaning given to that term in clause 2.2 (Your application);

“**Billing Period**” has the meaning given to that term in clause 6.3 (How we will invoice you (monthly eBilling));

“**Change**” has the meaning given to that term in clause 12.2 (Changes by us);

“**Charges**” means the charges that apply to the Services the Customer acquire from MyRepublic, including one-off product or set-up charges and recurring Plan charges;

“**Contract Plan**” has meaning given in clause 10.2.3.1

“**Customer**” means the company or business that applies for and/or acquires Services from MyRepublic; and “you” and “your” have corresponding meanings;

“**Equipment**” means any network equipment owned by either MyRepublic or MyRepublic suppliers that is used to provide the Services to the Customer, and excludes any network equipment that the Customer have purchased from MyRepublic and have fully paid for, or is otherwise supplied by the Customer to access the Services;

“**Installation Costs**” means any costs charged by us, our authorised contractors or a Wholesaler for connecting or installing the Services at your premises;

“**MyRepublic**” means MyRepublic Limited (Company No: 201117683C), and “we”, “us” and “our” have corresponding meanings;

“**MyRepublic Policies**” means the Privacy Policy, Acceptable Use Policy and any other MyRepublic policies deemed applicable in the provision of Services to the Customer;

“**Network**” means the telecommunications and data systems owned by us and our suppliers which we use to provide the Services to you and other customers;

“**No Contract Plan**” has meaning given in clause 10.2.3.2

“**Parties**” means the Customer and MyRepublic;

“**Plan**” means a plan on which Services and other applicable entitlements are made available to you;

“**Privacy Policy**” means the MyRepublic privacy policy, as published on our Website;

“**Service Application Form**” means the relevant service application form.

“**Service Commencement**” means the successful connection of the Services so that the Services are available for use by the Customer;

“**Service Specific Terms and Condition**” means specific terms and conditions that set out the basis on which we will provide specific products and services to the Customer;

“**Service Specific Service Level Agreement**” means specific service level agreement or SLA that set out the service level deliverables on which we will provide specific products and services to the Customer;

“**Services**” means the products and services that you acquire from us;

“**Support Scope**” means our support scope, which describes the level of technical support that we provide to our customers for the Services, as published on our Website;

“**Taxes**” means any and all taxes (including good and services tax), levies, duties and other similar charges and any related interest and penalties that may be levied or based upon the provision of Services or on any Charges due or payable from you to us; and

“**Website**” means the MyRepublic Singapore website, <https://myrepublic.net/sq/>.

1.4. For the purposes of interpretation and construction of the Agreement:

1.4.1. words importing the singular or plural include the plural and singular respectively

1.4.2. headings are inserted for convenience only and do not affect the interpretation of this Agreement; and;

1.4.3. any reference to any statute or regulation is a reference to that statute or regulation as amended or replaced.

2. **Application, Service Request and Eligibility**

2.1. The Customer understand and accept MyRepublic supplies the Services to premises located in Singapore only, and there may be some Service restrictions at certain locations.

2.2. The Customer may apply for the Services through its authorised representative in person or in writing. The Customer shall disclose accurate and complete background information (**Application**).

2.3. The Customer must comply with, but not limited to, the below requirements in order to be eligible for the Services:

- 2.3.1. be an entity that is registered with the Accounting and Corporate Regulatory Authority (ACRA) of Singapore or with a Singapore Unique Entity Number (UEN);
- 2.3.2. qualify under the MyRepublic credit policy including not having any outstanding debt with MyRepublic;
- 2.3.3. provide details of an authorised contact person with a valid email address and contact phone number; and
- 2.3.4. not have been a customer who has previously misused the MyRepublic services.
- 2.4. As part of the Application assessment, MyRepublic may seek verification of the Customer's identity and credit status with its authorised bodies / suppliers. The Customer authorises MyRepublic to verify its credit status with any credit reference agency, at MyRepublic's cost, and to disclose information about the Customer to any credit reference agency for that purpose. Subject to any applicable privacy laws, MyRepublic does not have to disclose its credit criteria or the reasons for its decision on Applications. MyRepublic does not accept responsibility for the accuracy of any information provided to it about the Customer by a credit reference agency.
- 2.5. MyRepublic may impose additional conditions when accepting an Application such as, but not limited to, a credit limit or require the Customer to pay a security deposit before MyRepublic activates and supplies the Services.
- 2.6. MyRepublic reserves the right not to connect Services to the Customer's premises where MyRepublic considers it uneconomic or unsafe to do so. MyRepublic may exercise this right at any time prior to Service Commencement, even if MyRepublic has accepted the Customer's Application.
- 2.7. If the Customer cancels an Application after MyRepublic has accepted the Customer's Application but before the Service Commencement, the Customer accepts that a cancellation charge up to 100% of the total Service Charges may be imposed on the Customer.

3. Equipment, Wiring and Installation

- 3.1. All Services are accessible via equipment. MyRepublic will notify the Customer with the equipment specification details needed to connect to the Service. Unless agree otherwise, the Customer must obtain and maintain at Customer's own cost all equipment necessary to access our Services. It is the Customer's responsibility to purchase the equipment as notified. MyRepublic is not liable for any interruption or access problems to the Services that is caused by equipment that is not supplied by MyRepublic.
- 3.2. If MyRepublic supplies the Customer with Equipment to access the Services then, unless the Customer has purchased from MyRepublic and fully paid for that equipment, MyRepublic retains title ownership of that Equipment. The Customer must follow all reasonable instructions about the use of any Equipment, and must not tamper or interfere with any Equipment including, but not limited to, introducing any viruses or disabling mechanisms. In the event the Equipment is tampered or damaged, the Customer shall be charged for replacements and field engineer on-site service charge, and MyRepublic shall not be liable for any interruption or access problems to the Services.
- 3.3. Where MyRepublic has recommended equipment to access the Service and the Customer has elected not to apply the recommendations, MyRepublic cannot ensure equipment compatibility or Service accessibility or provide on-going support. If the recommended equipment is purchased, MyRepublic shall not be responsible for any faulty equipment, and in such an event, the Customer is recommended to contact the equipment supplier for a replacement.

- 3.4. MyRepublic is not responsible for Customer owned equipment working properly. The Customer is responsible for maintaining any equipment that is relevant to the Services, which is owned by the Customer which includes but not limited to phones, computers, and gateways. MyRepublic is not responsible if the Customer is not able to use the Services because the Customer's equipment does not work properly, is not compatible with the Service or does not meet the minimum specifications established by MyRepublic or because of faults in any public communications provider's network. Any equipment which is owned by the Customer and which the Customer connects to the Service must meet with all relevant laws and regulations. MyRepublic will not be liable in any way for any loss or damage which is caused by Customer's own equipment.
- 3.5. The Customer is responsible for ensuring that its PC, tablet, mobile phone, TV, and other internet-enabled devices work properly and are compatible with the Services. The Customer may need to refer to the user manuals for its device(s). MyRepublic is not responsible if the Customer is not able to use the Services because its devices do not work properly or are incompatible with the Services.
- 3.6. MyRepublic may need to install or connect Equipment at the Customer's premises in order to supply the Services to the Customer. Installation or connection may be carried out by MyRepublic or MyRepublic subcontractors. The Customer shall ensure provision of consent and access to enter the Service premises. If the Customer does not consent, or fails to secure the consent access, for MyRepublic or its subcontractors accessing the Customer's property, the Customer accepts this may impact MyRepublic's ability to provide the Customer with the Services. Further information on the installation process is set out in the relevant Service Specific Terms and Conditions or the Service Application Form. Unless agreed otherwise in writing, the Customer shall be responsible for paying Installation Costs, and any Installation Costs will be agreed with the Customer before connection or installation commences.
- 3.7. MyRepublic shall not be liable to the Customer for any loss or damage caused by Customer or Customer contractor installed equipment.
- 3.8. If non-standard Installation Cost is applicable, the Customer will be liable for payment upon invoiced.

4. Porting from Another Service Provider

- 4.1. If the Customer is joining MyRepublic from another service provider, the Customer acknowledges and accepts that:
 - 4.1.1. MyRepublic may not be able to provide all of the services, or the same services, that are provided by the incumbent service provider. All Services supplied by MyRepublic to the Customer shall be subject to mutual agreement;
 - 4.1.2. the Customer has to provide sufficient information, as may be requested by MyRepublic, to assist the Customer's move in a timely and effective manner;
 - 4.1.3. it is the Customer's responsibility to terminate any agreement the Customer may have with its old service provider; and
 - 4.1.4. the Customer will be liable for any charges the Customer incurs for terminating its agreement with its old service provider, or for any changes in price or availability imposed by its incumbent service provider if the Customer continue to acquire a reduced level of services from them.

5. Service Commencement

- 5.1. MyRepublic will notify the Customer once there is Service Commencement. The Billing Cycle will commence on or after the Service Commencement date, regardless of whether or not the Customer immediately commence use of the Services.

6. Charges, Billing and Payment

- 6.1. The Customer agrees to pay the Charges when they are due, without any counterclaim, set off, deduction, or withholding whatsoever. The Customer's invoice will state the date in which payment is due. The Customer accepts payment is a material obligation.
- 6.2. Unless stated otherwise:
 - 6.2.1. reference to dollars or \$ is a reference to Singapore dollars;
 - 6.2.2. all customer price quotations, prices listed in the Service Application Form and any correspondence detailing pricing between the Parties shall be exclusive of GST;
 - 6.2.3. Charges shall have a 7 business days credit period from the date of the invoice;
 - 6.2.4. for certain one-off Charges, MyRepublic shall invoice the Customer in the next invoice after the applicable one-off Service activity has been completed;
 - 6.2.5. for recurring Plan Charges, MyRepublic shall invoice the Customer in advance;
 - 6.2.6. for usage Charges incurred by the Customer, MyRepublic shall invoice the Customer in arrears in the next invoice; and
 - 6.2.7. in the event the Customer's usage of the Service exceeds a pre-set limit, MyRepublic reserves the right to invoice the Customer more frequently and the Customer agrees to pay immediately upon request.
- 6.3. The Customer consent to receive the invoice from MyRepublic electronically via the eBilling service. MyRepublic will send invoices to the Billing contact email address recorded in Customer Application. The Customer accepts it is responsible to ensure the email address it provides to MyRepublic in the Application is accurate and current, and ensure immediate written notification of any change to the Billing contact details. The Customer shall remain liable for payment of all invoices sent to the Customer Billing contact email address, regardless of whether or not the Customer access that email account and read the relevant email or are disconnected from, or have terminated, the Customer Billing contact email account for any reason.
- 6.4. Subject to clause 6.8 below, the invoice shall serve as conclusive evidence against the Customer of the accuracy, completeness and truth of all matters stated in it.
- 6.5. The Customer can pay for the Charges by payment methods available and accepted by MyRepublic. Any changes to the Customer payment arrangement will take effect at the earliest opportunity. MyRepublic reserves the right to terminate the elected recurring payment arrangement, at its discretion, and shall notify the Customer accordingly.
- 6.6. MyRepublic may set a credit limit for the Customer account based on its credit risk assessment, and MyRepublic reserve the right to amend that amount from time to time in accordance with clause 12.2 (Changes by us). If the Customer exceeds any credit limit, MyRepublic shall notify the sum payable by the Customer to ensure the Customer remains within the set credit limit. The Customer agrees it shall pay that amount within 24 hours after the written notification by MyRepublic and irrespective whether or not MyRepublic has sent an invoice. If the Customer fails to do make the payment, MyRepublic may suspend or terminate all or part of the Services in accordance with clause 10.2 (Suspension or termination by us).
- 6.7. MyRepublic normally sends reminders when payment for the Charges is overdue. If the Customer does not pay its invoices in full on time MyRepublic reserves the right:

- 6.7.1. to charge the Customer interest on any outstanding Charges due to MyRepublic at the rate of either \$10 per month or 1.5% per month from the day the Charges were due and payable to be calculated on a daily basis, whichever is higher;
- 6.7.2. to charge reasonable costs including, but not limited to, debt collection costs incurred by MyRepublic in recovering the outstanding Charges from you;
- 6.7.3. to suspend or restrict the Services until receipt of payment of the outstanding Charges, in accordance with clause 10.2 (Suspension or termination by MyRepublic). If the Customer wishes to resume the suspended Services, a service reactivation Charges may apply to the Customer;
- 6.7.4. to off-set outstanding Charges with any Customer deposit and seek the deposit sum to be topped-up accordingly; and
- 6.7.5. to terminate the Agreement.
- 6.8. The Customer is responsible for all Taxes. If the Customer is required by any law to deduct or withhold any sum as Taxes imposed on Charges due to MyRepublic, the Customer is responsible for such deduction or withholding as required and the amount payable to MyRepublic shall be increased by such amount necessary to ensure that MyRepublic receive payment equal to the amount which MyRepublic would have received in absence of such deduction or withholding.
- 6.9. MyRepublic may at its discretion require the Customer:
 - 6.9.1. to make an advance payment or deposit for the Services;
 - 6.9.2. to increase this advance payment or deposit from time to time; and
 - 6.9.3. to apply the advance payment, deposit, or any part thereof to any outstanding Charges the Customer may owe to MyRepublic.
- 6.10. The deposit neither relieves the Customer of the obligations to pay any outstanding Charges nor does it constitute a waiver of MyRepublic's rights to suspend, disconnect, or terminate the Services as a result of non-payment of any amounts due or payable.
- 6.11. Upon termination of the Service, MyRepublic shall remit to the Customer's bank account any outstanding deposit without interest, after deductions of and all outstanding Charges are settled, or at such earlier time as MyRepublic believes, acting reasonably, that the circumstances in which MyRepublic required the deposit no longer exists.
- 6.12. If the Customer wishes to dispute any current Charges, the Customer should notify MyRepublic before the due date for payment of those Charges. If the Customer wishes to dispute any Charges which the Customer has already paid, the Customer should notify MyRepublic as soon as possible after payment. MyRepublic will investigate any genuine disputes to determine, in good faith, the accuracy of the Charges and respond to the Customer within thirty (30) days after receiving notice of the Customer dispute. If MyRepublic agrees with all or part of the dispute, MyRepublic will make the required adjustments in the subsequent invoice. If MyRepublic is required to retrieve and review a substantial volume of historical records to investigate the dispute and determine, in good faith, that the dispute was unfounded, then MyRepublic may charge the Customer a reasonable administrative fee. The Customer accepts the MyRepublic records, as well as the records of our wholesalers, suppliers, and international call roaming partners shall be accurate and binding, except for instances of fraud, computer failure, or manifest error.

7. Customer Responsibilities

- 7.1. The Customer agrees:
 - 7.1.1. to comply with the Agreement in all respects;
 - 7.1.2. to comply with any of MyRepublic's terms that you have agreed to under clause 1.1 (Your agreement to our suppliers' terms);
 - 7.1.3. to comply with all laws relating to the use of the Services;
 - 7.1.4. to access and use the Services from within Singapore only;
 - 7.1.5. to follow our reasonable instructions for using the Services and only use the Services for the purposes in which they are provided;
 - 7.1.6. to make sure that any person the Customers authorises to access or use the Services complies with the Agreement as if they were a party to our Agreement; and
 - 7.1.7. not to resell or resupply the Services to any third party either inside or outside Singapore.
- 7.2. The Customer is responsible for all access, security and use of the Services MyRepublic provide to the Customer, regardless of whoever accesses and uses them. The Customer must advise MyRepublic immediately if it suspects or becomes aware of any unauthorised access or use of the Services on the Customer account, in which case MyRepublic will consider, acting reasonably and in good faith, who ought to bear responsibility for the relevant Charges.
- 7.3. MyRepublic recommends that the Customer changes its password at regular intervals.

8. Delivery of the Services

- 8.1. The Customer acknowledges that the Services are delivered over a Network, and that acquiring the Services does not give the Customer any rights in any part of the Network. MyRepublic does not own or control all parts of the Network on which MyRepublic supply the Services to the Customer.
- 8.2. MyRepublic may subcontract or delegate the performance of any of our rights or obligations under the Agreement, but this will not relieve MyRepublic from liability for performance of any such obligation. MyRepublic may appoint a supplier to provide billing services including, but not limited to, credit checking and control and our customer services team. Invoices issued by the MyRepublic supplier will be binding on you and payment of those invoices in full to our supplier will be a valid discharge of the Customer liability to pay those invoices under the Agreement.
- 8.3. MyRepublic do not proactively monitor content access on the Network. However, MyRepublic reserves the right to monitor the Network including, but not limited to, the volumes of data or types of traffic transmitted on the Network. MyRepublic may also be required to act on lawful requests for information, assist surveillance agencies with lawful interception under all relevant laws and regulations and act on any allegations made to MyRepublic with regards copyright infringement including sending the Customer with an infringement notice.
- 8.4. Some of the Services require power to operate. During a power failure the Customer accepts it may not be able to use the Services. Accordingly, the Customer may need to make alternative arrangements if it has a monitored alarm or connection to health-monitoring medical devices.
- 8.5. MyRepublic may need to temporarily suspend the Services to carry out repairs, planned maintenance and upgrades, or network management. MyRepublic will endeavour to give the Customer reasonable notice of any temporary suspension.

- 8.6. MyRepublic will use reasonable endeavours to ensure access to the Services. However, the Services rely on MyRepublic using and interconnecting with networks owned by third parties. Accordingly, MyRepublic cannot guarantee that the Services will always be available or fully functioning. If the Services are unavailable for any reason MyRepublic will endeavour to restore Services as soon as possible. In supplying the Services, MyRepublic will use reasonable skill and care, and MyRepublic aims to provide the Customer with the best service possible, but are not able to guarantee that the Services will be:
- 8.6.1. fault-free;
 - 8.6.2. interruption-free, or that any faults or errors will be able to be corrected;
 - 8.6.3. available at any particular time or location;
 - 8.6.4. always available, or available for any minimum period of time;
 - 8.6.5. secure or private; and/or
 - 8.6.6. free of viruses or other harmful features.
- 8.7. Any stated speeds represent the theoretic maximum speeds at which the Customer is able to send or receive data on the Network. MyRepublic does not guarantee that the maximum transmission speeds can be obtained at any time and access speed may vary from time to time. The actual speeds or latency experience may vary depending on various factors including, but not limited to, the equipment the Customer use to access the Services, the distance from the Customer's premises to an exchange, the Customer's device capability, and the number of customers accessing the Services in the Customer's area. MyRepublic's control of speeds is limited to MyRepublic own network. Connections to servers outside the MyRepublic network are on a "best effort" basis.
- 8.8. The Customer should contact the MyRepublic customer service team in order to report a fault. MyRepublic may need to arrange an on-site visit the customer's premises to resolve the fault. MyRepublic will make all reasonable efforts to inform the Customer of any Wholesaler or applicable third party charges that may apply before the visit. MyRepublic may need to test the configuration of the Equipment, and may need the Customer to follow directions to manually reconfigure any Equipment at the Customer premises to help restore the Services. If MyRepublic determines, acting reasonably, that there is no fault, or the fault was caused or contributed to by wiring on the Customer's premises or network equipment that was supplied by the Customer, MyRepublic may charge the Customer for any costs reasonably incurred by MyRepublic (including any Wholesaler charges) in investigating and resolving the fault.

9. Accuracy of Descriptions and Pricing

- 9.1. Where MyRepublic discover an honest mistake on MyRepublic's part that has resulted in errors of description or pricing of the Services, MyRepublic will correct such errors.
- 9.2. **Security:** MyRepublic agrees to keep the Customer's MyRepublic username and password confidential and secure, and not share those credentials with any other person or company. MyRepublic recommend that the Customer changes its password at regular intervals.

10. Suspending or terminating the Services

- 10.1. **Termination by you:** You can tell us that you want to terminate any or all of the Services or our Agreement at any time by contacting your designated account manager or the customer service team. Unless you and we agree otherwise, termination will require 30 days written notice by you and other applicable charge may apply. On termination, clause 10.2.3 (Impact of termination by you or us) will apply.

10.2. **Suspension or termination by us:** We can suspend or terminate the Services or our Agreement in the circumstances described below. In the case of termination, clause 10.2.3 (Impact of termination by you or us) will apply.

10.2.1. We can suspend any or all of the Services with immediate effect, for no more than a period of time that is reasonable in the circumstances, without notice to you if:

- 10.2.1.1. you breach our Agreement;
- 10.2.1.2. you do not pay any Charges by the end of the 30-day credit period;
- 10.2.1.3. you exceed any credit limit in place;
- 10.2.1.4. we are acting in compliance with a requirement of any relevant regulatory authority or law enforcement body; or
- 10.2.1.5. we (or our agents, contractors or suppliers including a Wholesaler) need to carry out any urgent maintenance, repairs or improvements to any part of the Services or our Network;

You are liable for a resumption charge when we resume your Services.

10.2.2. We can terminate any or all of the Services and/or our Agreement with immediate effect and without notice to you if:

- 10.2.2.1. you breach our Agreement and continue that or any other breach of our Agreement after we have asked you to stop doing so;
- 10.2.2.2. you are acting in non-compliance with a requirement of any relevant regulatory authority or law enforcement body;
- 10.2.2.3. any Charges are outstanding by 30 days beyond the 7 business days credit period;
- 10.2.2.4. you exceed any credit limit in place and fail to make sufficient payments to get back within your credit limit within 30 days of us notifying you that you have exceed your credit limit;
- 10.2.2.5. you are abusive to us or any other person or you make abusive, offensive, malicious or nuisance calls or communications, or use any of the Services in an offensive way;
- 10.2.2.6. you become (or we can reasonably demonstrate that you are likely to become) insolvent or intends to be dissolved; or
- 10.2.2.7. we can reasonably demonstrate that you have or another person at your premises has committed, or may be committing, any fraud against us or against any other person or organisation by using the Services.

10.2.3. **Impact of termination by you or us:** Subject always to clause 12.2 (Changes by us), if the Services or our Agreement are terminated under clause 10.1 (Termination by you) or clause 10.2 (Suspension or termination by us):

- 10.2.3.1. **Contract Plan:** If you are on a fixed term plan, you will have to pay the applicable early termination charge if the effective date of termination is before the end of the minimum service term for that fixed term plan. You will remain liable for all Charges incurred up to the effective date of termination and any applicable deactivation charge.

- 10.2.3.2. **No Contract Plan:** If you are on a monthly plan, you will not be charged an early termination charge, but will remain liable for all Charges incurred up to the effective date of termination and any applicable deactivation charge.
- 10.2.3.3. **Equipment:** All Equipment must be returned to MyRepublic and collection of the Equipment by MyRepublic may be a chargeable service. In the event any Equipment that has been damaged or lost by the Customer then the Customer shall bear an Equipment replacement charge accordingly.
- 10.2.4. **Early termination charges.** In the event a Customer terminates Services within a fixed contract plan period, the Customer shall be charged an early termination charge based on the monthly recurring charge for the remaining contract plan period.

11. Changing your details & moving premises

- 11.1. **Notify us if your details change:** It is the Customer's responsibility to notify MyRepublic as soon as possible of any changes or updates after submission of the Customer Application.
- 11.2. **Moving premises:** If the Customer intend to move premises, the Customer will need to give sufficient relocation notice to MyRepublic as provided in the subscribed Service Specific Terms and Conditions. Subject to acceptance, the Customer may request transfer and reconnection of the Service at a new location, either stop the Services at its old address, or request to transfer the Services to the new occupant at its old address; subject to applicable fees. You may also request to reconnect to the same or similar Services at your new address.
 - 11.2.1. If the Customer wish to stop the Services at its old address, the Customer will need to give MyRepublic notice in accordance with clause 10.1 (Termination by you). If you do not give MyRepublic such notice then the Customer will remain responsible for paying for any Services that MyRepublic continues to provide at the Customer's old address. If the Customer is on a Contract Plan and stop the Services before the end of the minimum service term then the Customer will be required to pay an early termination charge and any applicable deactivation charge. However MyRepublic may waive any applicable early termination and deactivation charges if the Customer reconnects to the same or similar Services at the Customer's new address.
 - 11.2.2. If the Customer request to transfer the Services to the new occupant at its old address, MyRepublic may consent to the transfer in accordance with clause 11.2(Moving premises).
 - 11.2.3. If the Customer wishes to reconnect to the same or similar Services at its new address, the Customer will need to provide MyRepublic with details of the Customer's new address so that MyRepublic can determine whether or not we are able to provide the same or similar Services at that address. Depending on where the Customer move to, MyRepublic may or may not be able to provide the Customer with the same Services. If the Customer is on a Contract Plan and MyRepublic reconnects you to the same Services at your new address, the Customer's service term will be paused from the date that we disconnect the Services at the Customer's old address until the date that MyRepublic connects the Services at the Customer's new address, but will otherwise not be affected.
 - 11.2.4. Customer is liable for a relocation charge which will be advised by your designated account manager or the customer service team.

12. Changes to the Services or our Agreement.

- 12.1. **Changes by you:** You may apply for additional Services or request changes to be made to existing Services, by contacting your designated account manager or customer service team. You acknowledge and accept that any change you request may impact the Charges that apply to you. An early termination charge may apply if you cancel or downgrade any Services that apply to a Contract Plan.

- 12.2. **Changes by us:** MyRepublic is always aiming to improve the Services, and the way in which we deliver those Services to the Customer. From time to time we may improve, modify or delete any part of our Agreement, specifications, and/or our Charges and plans and/or withdraw, suspend or change any of the Services ("**Change**"). Sometimes a Change will be made for reasons that are outside of our reasonable control (for example, a change in law).
- 12.2.1. **Non-detrimental Change:** If MyRepublic reasonably believe that a Change will not have a detrimental impact on you, we may make that Change without giving the Customer prior notice. If the Customer reasonably believe that such Change does in fact have a detrimental impact on the Customer, please contact your designated account manager as soon as possible after becoming aware of the Change so that we can discuss the circumstances with you. Examples of Changes that we consider to be non-detrimental include, but not limited to,
- 12.2.1.1. Changes that decrease the Charges or increase the benefits of the Services;
 - 12.2.1.2. Changes to our Acceptable Use Policy that promote the safe and responsible use of the Services;
 - 12.2.1.3. Changes that are immediately and/or necessarily required by law, for security reasons, or to prevent fraud;
 - 12.2.1.4. operational Changes relating to our customer service team (including minor changes to hours of operation, and changes to the location of our customer service team); and
 - 12.2.1.5. Changes to your Service plan name in your Invoice to make it clearer and more reflective of what we provided.
- 12.2.2. **Detrimental Change:** If a Change increases the Charges (including by introducing an additional Charge) or reduces the benefits of the Services, or MyRepublic otherwise reasonably believe that the Change may have a detrimental impact on MyRepublic customers, MyRepublic will notify the Customer of the Change and the Customer may have a right to terminate our Agreement or the affected Plan or Service (as applicable) as set out below:
- 12.2.2.1. **Notice:** MyRepublic will give the Customer notice of the Change electronically to the authorised officer contact email address recorded in Customer Application. We will do our best to give you at least one month's prior notice of the Change before it takes effect, but will not give you less than 10 working days' notice of the Change before it takes effect unless an immediate Change is required for technical reasons.
 - 12.2.2.2. **Right to terminate a Contract Plan:** If the Customer is on a Contract Plan and claim, acting reasonably, that the Change will have a detrimental impact on its use of that Contract Plan, the Customer will have the right, within one month after receiving notice of the Change, to either:
 - 12.2.2.2.1. transfer to another Contract Plan by notice to MyRepublic without any transfer fees; or
 - 12.2.2.2.2. terminate that Contract Plan immediately by notice to MyRepublic without any early termination charge.
 - 12.2.2.3. **Right to terminate a No Contract Plan:** If the Customer is on a No Contract Plan and claim, acting reasonably, that the Change will have a detrimental impact on its use of that No Contract Plan, the Customer will have the right, within one month after receiving notice of the Change, to terminate the affected Service in the Agreement immediately by notice to us.
 - 12.2.2.4. **Right to terminate a Service that is not part of a Plan:** If, after receiving notice of the Change, the Customer claims, acting reasonably, that the Change will

have a detrimental impact on the Customer's use of a Service that is not part of a Plan, the Customer will have the right, within one month after receiving notice of the Change, to terminate that Service immediately by notice to us.

12.2.2.5. **Liability for Charges:** If you terminate your Plan or Service in accordance with this clause 12.2 (Changes by us), the Customer will remain liable for all Charges incurred up to the effective date of termination.

12.3. **Your liability to us:** In the event that you cause us loss, damage or expense:

12.3.1. your liability for any claim, damages, loss or expense that we incur as a result of your breach of our Agreement or negligence is limited to \$5,000 for any event or series of related events and \$10,000 for all events occurring in any 12-month period during our Agreement; and

12.3.2. you will not be liable for any loss of data, profits or any consequential, indirect or special damage, or any loss to the extent that it is caused by you, for example through your negligence or breach of our Agreement.

This limitation does not apply to your obligation to pay any outstanding Charges or any claim, damages, loss or expense caused by fraud, wilful breach or wilful damage.

12.4. **Our liability to you:** In the event that we cause you loss, damage or expense, you have rights under the applicable law. Except where you have rights under the law:

12.4.1. our liability for any claim, damages, loss or expense that you incur as a result of our breach of our Agreement or negligence is limited to \$5,000 for any event or series of related events and \$10,000 for all events occurring in any 12-month period during our Agreement; and

12.4.2. we will not be liable for any loss of data, profits or any consequential, indirect or special damage, or any loss to the extent that it is caused by you, for example through your negligence or breach of our Agreement.

This limitation does not apply to any claim, damages, loss or expense caused by fraud, wilful breach or wilful damage.

12.5. **Liability of third party suppliers:** Our suppliers (including Wholesalers) and other service providers, and their officers, employees, contractors and agents, do not accept liability to you or anyone else for any claims, costs, damages, losses or other liabilities of any kind arising in any way from the Services we provide or from your use of those Services. This clause creates an obligation for the benefit of those third parties and may be enforced or otherwise relied upon by them.

12.6. **Force majeure:** Neither party will be liable to the other for any delay or failure to perform its obligations under this Agreement to the extent that the failure results from matters beyond that party's reasonable control, including acts of God, requirements of any governmental or regulatory authority, war, national emergency, fire, lightning, equipment failure, computer software malfunction, electrical power failure, faults, interruption or disruption in the networks of other service providers. For the purposes of this clause, your financial insolvency is not a matter that is beyond your reasonable control.

13. **Communicating with each other**

13.1. **Support & complaints:** If you need support, provide feedback or wish to make a complaint about our Services, visit the Support page on our Website, or call our customer service team.

13.2. **How you can contact us:** You can contact us in relation to our Agreement by calling your designated account manager, our customer service team, or contacting us through our Website.

- 13.3. **How we will contact you:** If we are required to give notice to you under our Agreement, we will do so by email or text message using the contact details provided in your Application (or otherwise advised by you). We may also publish any announcements, including any changes to our Agreement, on our Website or as a bill insert.
- 13.4. **You consent to receiving electronic messages from us:** By applying for and/or using the Services, you consent to us sending you electronic messages from time to time, including marketing and promotional information. All electronic messages we send will include a functional unsubscribe facility.
- 13.5. **Customer service calls etc may be recorded:** We may record any correspondence you have with our customer service team, for example calls or online chats, for training purposes, resolving disputes, and to ensure that we are providing you the appropriate service.

14. CONFIDENTIALITY

- 14.1. For purposes of this Agreement, "**Confidential Information**" shall mean all confidential or proprietary information disclosed by one party (the "**Discloser**") to the other party (the "**Recipient**") that is marked, identified or reasonably should know to be confidential or proprietary to the Discloser, including such information disclosed in contemplation of this Agreement prior to the effective date, this appointment, information about a Party's business affairs, business processes or know-how, customer data, any Personal Data (as defined in the Personal Data Protection Act 2012), pricing information, advertising and promotional materials, training courses and materials. Confidential Information shall not, however, include any information which the Recipient can show:
- 14.1.1. was publicly known or otherwise publicly available when disclosed to Recipient;
 - 14.1.2. was received by the Recipient prior to the date of disclosure by the Discloser by the Discloser;
 - 14.1.3. as shown by the Recipient's prior written records; or
 - 14.1.4. independently developed by Recipient without reference or reliance to the Confidential Information of the Discloser.
- 14.2. The Recipient agrees it shall take reasonable security measures, and no less than a reasonable degree of care, as it uses with its own confidential information to preserve and protect the secrecy of, and to avoid disclosure or unauthorized use, publication, or distribution of, the Discloser's Confidential Information. The Recipient may use Confidential Information only related to the Services identified in this Agreement and shall disclose the Confidential Information only to its employees, agents or professional advisers on a strict need to know basis of the Confidential Information, have been advised of the confidentiality obligations related to the Confidential Information, and adheres to obligation of confidentiality no less protective than that contained herein. The parties agree that breach of confidentiality obligations by the Recipient could cause irreparable harm to the Discloser and the Discloser is entitled to seek an injunction to prevent such breach or threatened breach of confidentiality obligations without affecting its other rights and remedies at law or under this Agreement.
- 14.3. All Confidential Information in the possession, power or control of the Recipient shall be returned to the Discloser or destroyed by the Recipient, when requested by the Discloser. If requested, the Recipient shall certify in writing to the Discloser, within thirty (30) days, full compliance with this paragraph.

15. Intellectual property rights

- 15.1. MyRepublic own or are licensed to use intellectual property rights in content, software, personal identifiers (including IP addresses) and anything else MyRepublic use or make available to the Customer in connection with the Services. These rights include, for example, all copyright, trade mark and design rights. All such title, interest and rights will remain with their owner. The Customer acknowledges such title, interest and rights, and will not take any

action to jeopardise, limit or interfere in any manner with MyRepublic or MyRepublic suppliers' title, interests or rights therein. The Customer agrees that all intellectual property rights in the Services and any improvements or changes MyRepublic make to any Services belong exclusively to MyRepublic or our licensors.

- 15.2. By providing us feedback about the Services, the Customer assigns to MyRepublic all rights, titles, and intellectual property rights of the feedback and it may be used for marketing purposes and service development. The Customer may also need to provide MyRepublic with assistance that MyRepublic requires to document, perfect, and maintain MyRepublic rights from the feedback.

16. General

- 16.1. **No waiver.** No failure or delay by MyRepublic to exercise or enforce any of its rights under the Agreement will operate as a waiver of such rights nor will such failure or delay in any way prejudice or affect our rights at any time thereafter to act in strictly in accordance with our rights under the Agreement.
- 16.2. **Severability.** If any provision of our Agreement is held to be invalid, illegal or unenforceable, whether in whole or in part, such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of the Agreement shall not be affected.
- 16.3. **Assignment.** The Customer shall not assign, transfer or encumber any or all its rights, interests and obligations in this Agreement to any party without the prior written approval of MyRepublic. MyRepublic reserves the right to assign and transfer any or all of its rights, interests and obligations in the Agreement to any affiliate company; any such assignment or transfer shall take effect upon notice to the Customer.
- 16.4. **No Amendment.** No amendment to our Agreement shall be binding on either party unless in writing and signed by both parties. If any part of this Agreement is void, illegal or legally unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force.
- 16.5. **Rights.** Except for our related corporations, a person, who is not a person to this Agreement has no right to enforce any provision of this Agreement under Contracts (Rights of Third Parties) Act (Cap 53B).
- 16.6. **Reliance on verbal instructions.** The Customer agrees that MyRepublic can act on any verbal instructions you give us in relation to the Services.
- 16.7. **Governing law:** Our Agreement is governed by the laws of Singapore. The Parties submit to the exclusive jurisdiction of the courts of Singapore.

Last updated and effective as on 23 April 2020.