

## **Business Voice Service – Specific Terms and Conditions**

The Business Voice Service (“**Voice Service**”) refers to fixed business voice and unified communications service for enterprises requiring communication for voice calls, tele-conferencing, or point of sales (POS) transactions. Voice Service includes MyRepublic Business Voice, SIP Trunking and Hosted PBX, Teams Connector and customised or third-party managed voice services.

The Voice Service Specific Terms and Conditions (“**Voice Service Terms**”) set out the basis in which MyRepublic will provide the Voice Service to you.

This Voice Service Terms shall be read in conjunction with the MyRepublic Business General Terms and Conditions (“**Business General Terms**”).

### **1. Definition and Interpretation**

1.1. In these Voice Service Terms, words and expressions shall have the following meaning:

“**Business Hours**” refer to Monday-Friday (excluding public holidays), from 8am to 5.30pm in Singapore;

“**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 Voice Service;

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

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

“**Equipment**” means any telecommunication equipment owned by either MyRepublic, or MyRepublic supplies that is used to provide the Voice Service to you, and excludes any telecommunication equipment that you have purchased from MyRepublic and have fully paid for, or is otherwise supplied by yourself to access the Voice Service;

“**Hosted PBX**” refers to our Private Branch Exchange (PBX) telephone network we deliver as a hosted service;

“**Installation Address**” refers to the address of the Premises at which we agree to provide the Voice Service to you. The address must be registered and have a correct, existing and valid unit number within the Premises, and have an internet connection to enable our Voice Service;

“**ISP**” refers to internet service provider, such as MyRepublic, that provides a fibre internet connectivity service to you;

“**MyRepublic**” means Myrepublic limited. (Company No: 202125011N), and “we”, “us” and “our” have corresponding meanings;

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

“**Premises**” means the property bearing the Installation Address which we provide the Voice Service and is connected to the Network. If you rent or own the entire compound, building or

shop house, the Premise shall comprise of the area beyond the MDF room or FDP in the building or shop house; and

**"Service Commencement"** means the successful connection and activation of the Voice Service so that the service is available for use by the Customer;

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

**"SIP Trunking"** refers to our Session Initiation Protocol (SIP) trunking delivered via a Voice over Internet Protocol (VoIP) connectivity between an on-premises phone system and our telephone network;

**"TP"** means fibre network termination point at the Installation Address.

- 1.2. For the purposes of interpretation and construction of the agreement:
  - 1.2.1. words importing the singular or plural include the plural and singular respectively
  - 1.2.2. headings are inserted for convenience only and do not affect the interpretation of this agreement;
  - 1.2.3. words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; and
  - 1.2.4. any reference to any statute or regulation is a reference to that statute or regulation as amended or replaced.

## **2. Scope of Services**

- 2.1. We will supply the Voice Service to you in accordance with the details set out in the application form, until the Voice Service is terminated in accordance with the provisions of this agreement
- 2.2. The Voice Service is offered only to premises with an internet connection in Singapore.
  - 2.2.1. For Business Voice service, a MyRepublic fibre internet connection is required; and
  - 2.2.2. For SIP Trunking or Hosted PBX services, a MyRepublic or any ISP fibre internet connection is required.
- 2.3. Our scope of works includes installing Equipment in your Premises, configuring the Equipment, and testing and activating the Voice Service, providing support for the Voice Service and Equipment, and collection of Equipment when you terminate the Voice Service with us.

## **3. Application and Eligibility**

- 3.1. You may apply for the Voice Service through our authorised representative in person or in writing using our latest application forms ("**Application**").
- 3.2. You must comply with the below requirements in order to be eligible for the Voice Service:
  - 3.2.1. be an entity that is registered with the Accounting and Corporate Regulatory Authority (ACRA) of Singapore or with a Singapore Unique Entity Number (UEN);
  - 3.2.2. qualify under our credit policy including not having any outstanding debt with us;
  - 3.2.3. provide details of an authorised contact person with a valid email address and contact phone number; and
  - 3.2.4. provide us accurate and complete background information necessary or desirable for us to supply the Voice Service, and

- 3.2.5. not have been a customer who has previously misused our services.
- 3.3. We may request for additional technical documentation including a completed questionnaire for internet protocol (“IP”) address allocations as well as completed questionnaires for network configurations as part of your Application.
- 3.4. As part of the Application assessment, we may seek verification of your identity and credit status with our authorised bodies / suppliers. You authorise us to verify your credit status with any credit reference agency, at our cost, and to disclose information about you to any credit reference agency for that purpose. Subject to any applicable privacy laws, we do not have to disclose our credit criteria or the reasons for our decision on any Application. We do not accept responsibility for the accuracy of any information provided to us about you by a credit reference agency.
- 3.5. We may impose additional conditions when accepting an Application such as a credit limit, or we may require you to pay a security deposit before we activate and supply the Voice Service.
- 3.6. We reserve the right not to accept your Application of the Voice Service at our discretion and without any liability to you.
- 3.7. The provisioning lead-time of the Voice Service is measured from the date we accept your Application, subject to clause 5.1
  - 3.7.1. For Business Voice, SIP Trunking or Hosted PBX services, the provisioning lead time is 5 working days; and
  - 3.7.2. For Teams Connector and customised or third-party managed voice services, the provisioning lead time is 14 working days.
  - 3.7.3. We shall not be liable if the provisioning lead-time is not met due to events outside our control, including but not limited to, any third party’s act and/or omission. We reserve the right to change the provisioning lead-time without liability.
- 3.8. The Request for Service (“RFS”) date in your application form should not be shorter than the provisioning lead-time of the Voice Service you have requested. We have the right to reject your Application if we are unable to meet your RFS date.
- 3.9. If we accept your Application, we will inform you in writing that your Application has been accepted for processing. Thereafter, we will use our commercially reasonable endeavours to provide the Voice Service on the RFS date, subject to clauses 2.2, 3.1 and 3.7 above.
  - 3.9.1. If you require to change the Installation Address before the Voice Service has been installed, we will treat the request as a cancellation to the Application, and a cancellation charge shall apply. A new Application is thereafter required for the Voice Service at the revised Installation Address.
  - 3.9.2. If you require to change the Installation Address after the Voice Service has been installed and activated, we will treat the request as a relocation request, subject to clause 12.
  - 3.9.3. If you cancel an Application before the Voice Service has been installed, a cancellation charge shall apply.
  - 3.9.4. If you cancel an Application after the Voice Service has been activated, termination clause 15.3 shall apply.

#### **4. Minimum Commitment Period**

- 4.1. The Voice Service under this agreement shall remain active or in-service for a period not less than the contract term as set out in the Application, starting from the Service Commencement date (“**Minimum Commitment Period**”).

- 4.2. If the Voice Service was suspended from active service, the Minimum Commitment Period of the Voice service will be extended by the period of suspension.
- 4.3. If we agree to any changes to the Voice Service requested by you (including any upgrade of service plan) or the renewal of the Voice Service plan, we are entitled to require the Minimum Commitment Period to be continue until its expiry or added to the new contract term if it is an early renewal.

## **5. Service Provisioning and Activation**

- 5.1. You acknowledge and agree that the installation, provisioning and activation of the Voice Service is subject to:
  - 5.1.1. availability of all required information, including network setup and onsite contact information;
  - 5.1.2. availability of network, service, resources, access, equipment and the procurement of all relevant approvals at the time which the Voice Service is requested or delivered;
  - 5.1.3. you, your representative, cooperating with us in the installation and provisioning procedures;
  - 5.1.4. geographic and technical capacity of our Network and of our delivery systems at the time at which the Voice Service is requested or delivered; and
  - 5.1.5. provisioning lead-time for the Voice Service and/or the Equipment. Such provisioning lead-time will be determined by us in our discretion and may be changed by us.
- 5.2.** We reserve the right not to provision the Voice Service to your Premises where we consider it uneconomic or unsafe to do so or if:
  - 5.2.1. the service application form that you submitted is not duly completed and signed;
  - 5.2.2. you did not provide us with the information we need in clause 3.9.2 above;
  - 5.2.3. we are unable to provide the Voice Service due to any of the reasons stated in clause 5.5 below;
  - 5.2.4. you do not agree to pay for any charges in our quotation to you; or
  - 5.2.5. the operating conditions and specifications stipulated by us for the proper performance of the Voice Service, or the installation, operation and maintenance of the Voice Service and the Equipment, is not provided.
- 5.3. We will need to access your Premises to install cables, Equipment, configure the Equipment, and test and activate the Voice Service. You represent and warrant that you are the lawful owner or occupier of such Premises and that you have obtained all necessary consents, licences and permits, and to provide us (including our employees, our contractors and their employees) safe access to your Premises.
  - 5.3.1. You or your representative must be physically present at the time of installation and must provide access to the Premises on the date(s) agreed to by us. Where security escort is required, you must provide such service, at your cost, in order for our authorised personnel to perform the installation of the Voice Service.
- 5.4. If you are installing the cabling required for the provision of the Voice Service, you will ensure that cabling works are completed according to the relevant regulatory authority's and our specifications and guidelines required for the purposes of the installation of the Voice Service prior to the commencement of our installation works. You will ensure that such cables are labelled at both ends to clearly demarcate it as belonging to and under your care.

- 5.5. We have the right to decline to install the Voice Service or impose such conditions (including the provision of equipment, the payment of any charges or reimbursement of expenses by you) as we may deem appropriate and defer the installation and/or provision of the Voice Service to you until after all such conditions have been fulfilled if we are of the opinion that the installation of the Voice Service at the Premises would result in (or likely to result in) or cause (or likely to cause):
- 5.5.1. any risk of injury to any person;
  - 5.5.2. the use of equipment which not commonly used in the installation of the Voice Service;
  - 5.5.3. the relocation of any structure, fixture or fitting at the Premises;
  - 5.5.4. additional costs, expenses or manpower resources which exceeds the amount usually required on the part of us for the installation of the Voice Service; or
  - 5.5.5. us to provide any services which are not usual to, or are outside the scope of, our standard installation services.
- 5.6. We have the right to cancel or terminate the Application if you postpone, delay or do not respond to our request for site survey, installation, or service activation beyond the RFS date in your Application. In such a case, the cancellation charge shall apply, and in the case whereby the cable or Equipment has been installed, termination clause 15.3 shall apply. You are therefore advised not to submit an Application if the Premises is not ready or if you are not available for us to engage you for the purpose of this agreement.
- 5.7. Deferment of RFS date before Voice Service installation: You can defer the RFS date given in your application form to your account manager up to a maximum of 7 days ("initial deferment period"), provided no work has commenced in your Premises. Thereafter we will require you to let us proceed with the installation works. Subsequent request for deferment of RFS date will not be allowed. You acknowledge that the Application will be cancelled, and the cancellation charge will be imposed, if you restrict us to continue installing and activating the Voice Service after the initial deferment period.
- 5.8. Deferment of Service Commencement after Voice Service installed: We do not allow any deferment of RFS date or delay of Service Commencement after the Voice Service has been installed and activated at the Installation Address. We will treat any deferment or delay as a termination request and termination clause 15.3 shall apply.
- 5.9. Cancellation of Voice Service before installation: If you cancel your Application before any installation work commenced, you shall be liable to pay us cancellation charges.
- 5.10. Cancellation of Voice Service after installation: If you cancel your Application after the Voice Service has been installed (including cabling works) or activated, we will treat it as a termination request and termination clause 15.3 shall apply.
- 5.11. We will not be liable in any way to you for any loss, damage or liability incurred or sustained by you caused by or arising as a result of:
- 5.11.1.1. the rejection of any application for the Voice Service; and/or
  - 5.11.1.2. our determination that the Premises is not feasible for installation or provision of the Voice Service.
- 5.12. Unless otherwise stated, all works will be carried out during our Business Hours. You may request for works to be carried out after Business Hours with additional fees (refer to Field Engineer On-site (After Business Hours) charges in clause 20. This fee will be charged if you cancel or postpone an appointment less than 2 hour from the appointment time, or if you fail to process access and on-site guidance to our Field Engineers (**FE**) at the agreed appointment time.

- 5.13. You may cancel the part of the Voice Service that we are unable to provide, without paying any cancellation charges on that part, if we are unable to provision and activate the Voice Service 14 days beyond the RFS date or our provisioning lead-time (whichever later). If any part of the Voice Service is installed, you have deemed to have accepted any delay to this agreement and cancellation charges, or deactivation charges and early termination charges as provided in clauses 5.9 and 5.10 shall apply should you require the Voice Service to be cancelled.
- 5.14. If you have procured other MyRepublic products, services, professional service and/or managed services together with the Voice Service Application, where the scope of work which we have quoted for and are provided in your Application, we will endeavour to coordinate and deliver the services together during the installation period, subject to the terms and conditions of the specific products and services, availability of hardware, resource, timeslot and access to the Premises.
- 5.15. If you have made any change request to an order during installation and provisioning of the Voice Service, the provisioning lead-time shall restart from the date of acceptance of the revised Application, subject to clause 3.7.
- 5.16. Where your IT personnel or vendor need to be present to connect to our Equipment and/or Voice Service, you are fully responsible to communicate, coordinate, arrange and ensure his presence during our installation works. We should not be held back, delayed or hindered in our works by the absence of your IT personnel or vendor. Where we are being delayed due to such scenarios, additional FE on-site charges in clause 20 shall apply.
- 5.17. You acknowledge and agree that the Voice Service shall be automatically provisioned with other ancillary Voice Service 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 Voice Service shall be subject to our prevailing terms and you shall be deemed to have agreed to the foregoing terms and conditions upon your use of such other ancillary Voice Service.
- 5.18. In respect of our international telephony services, you agree that:
- 5.18.1. 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 third party service provider(s);
- 5.18.2. we may allow you to register for Voice Service 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 Voice Service;
- 5.18.3. if you do not make use of the Voice Service for a significant period, we may suspend or end the Voice Service without notice to you;
- 5.18.4. 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);
- 5.18.5. You shall be responsible for all charges, including call charges incurred for the lines registered with us. International call records may be sent to us up to 6 months after the calls were made. We reserve the right to bill you for such charges up to 6 months after you terminate the Voice Service with us.
- 5.19. The Voice Service only support Singapore emergency services calls (for example, 999 and 995). You acknowledge and agree that any emergency services call made using the Voice Service may be subject to network congestion and/or reduced routing speed.

## **6. Equipment**

- 6.1. We will provide the necessary Equipment and equipment which we have agreed to supply, for the activation of the Voice Service as provided in our quotation to you, and your Application to us.
  - 6.1.1. Unless otherwise explicitly specified in the Application, we do not support any third-party equipment, devices (e.g. router, switch, firewall, PBX, phones or tele-conferencing equipment, LAN cabling) and/or services that we do not supply. You will need to engage your IT personnel or vendor to setup, maintain, support, configure, replace and troubleshoot any issues related to the third-party equipment and/or services.
- 6.2. As we are not the manufacturer of any equipment we provide, we shall not be held responsible for any equipment defects or any loss or damage arising out of such defects, even if we supplied the equipment.
- 6.3. You bear all risks associated to the equipment we provided; from the time we install the equipment at your Premises. You are responsible for the use and performance of the equipment. We will not be responsible for the performance (including but not limited to troubleshooting) of the equipment, or any related hardware or software.
- 6.4. You will be responsible for the care and maintenance of all the equipment we provided at your premises, fair wear and tear excepted unless you fail to comply with clause 6.5. Where we need to replace the equipment due to loss or damage, the equipment charges and FE on-site service fee as provided in clause 20 shall apply.
- 6.5. You shall provide sufficient space, electrical power, keep and use the equipment in a suitable place with appropriate operating conditions, including sufficient ventilation which is free from oil and dust, in accordance with the guidelines, instructions or specifications given by us or the manufacturer. We have the right to reduce our technical support scope, including replacing or loaner support for faulty equipment, if you do not meet our operating conditions and specifications stipulated by us for the proper performance of the Voice Service and the equipment we provided.
- 6.6. The equipment we provide shall come with a limited warranty starting from the Service Commencement date. You need to refer to the warranty document provided with the equipment for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties or remedy for any defect in the equipment will be according to the terms of the manufacturer's warranty.
- 6.7. We will replace your Equipment if it is faulty within its warranty period.
- 6.8. You must comply with all applicable laws and instructions, notices or directions issued by the relevant regulatory authority or us from time to time in respect of the installation, use, operation and/or upgrade of the equipment we provided.
- 6.9. You should not use the equipment in conjunction with any application, equipment, hardware, software or network other than in the manner approved by us.
- 6.10. You are solely responsible for the equipment and must not modify or in any way interfere with, nor allow anyone else (other than a person authorised by us) to do so. We reserve the right to suspend or terminate your Voice Service and retrieve the Equipment if we determine that you have tampered with the Equipment. In the event of such suspension or termination, you will remain responsible for all the related charges such as the suspension and reactivation fee, deactivation fee and early termination fee where applicable.
- 6.11. You will be solely responsible for the Content retrieved, stored or transmitted through the Voice Service and/or the equipment we provided.



- 6.12. If there is a failure of the equipment we provided, and where we agree to replace the equipment, we do not guarantee that the replacement equipment will be the same model.
- 6.13. Where required, we may assign a user login credential and password to you to allow you access to the equipment or Voice Service.
- 6.14. You will keep the user login credential and password confidential and will not reveal or disclose the user login credential and/or password to any person except to your authorised user(s).
- 6.15. We will have the right to withdraw and assign a new user login credential and/or password to you when we have reason to believe the user login credentials and/or password has been compromised.
- 6.16. We will also have the right to withdraw the user login credentials and/or password from you:
  - 6.16.1. if the Voice Service is terminated; or
  - 6.16.2. when we find that you have not complied, are not complying or are likely not to comply with your obligations under this agreement.
- 6.17. You need to take all such measures as may be necessary (including but not limited to changing your password from time to time) to protect the secrecy of your user login credentials and/or password. You will fully indemnify us with your use of the Voice Service. This paragraph shall survive the termination of this agreement.
- 6.18. Except for the equipment we agreed to provide, you are solely responsible, at your own cost and expense, for
  - 6.18.1. providing all equipment, hardware, software, telecommunications services and power supply and networks (including but not limited to the PBX) which are connected to and/or used in conjunction with the Voice Service; and
  - 6.18.2. ensuring that they are compatible with the Voice Service; and
  - 6.18.3. implementing the necessary security features and such security features that can prevent unauthorised access or usage, including fraud, of the Voice Service.

## **7. Telephone Number Allocation and porting**

- 7.1. When we allocate any numbers to you for the Voice Service, you will not have any rights to these numbers except for the sole purpose of using the Voice Service 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.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.



- 7.5. **How we allocate numbers:** If you connect to Voice Service that require the use of phone number(s), we will allocate phone number(s) to you from the range of phone numbers available to MyRepublic.
- 7.6. **Porting your number:** If you wish to port existing phone number(s) from another service provider to use on our Network, or from us to use on another service provider's network, we will comply with our obligations for number portability as determined by applicable law and regulations. You confirm that you have the authority to request the porting of such phone number(s). There is a number porting charge for porting phone number(s) into our network. There will be a number return charge if you do not port out any number that you have ported in; this charge is used to pay the other service provider when we return their number.
- 7.7. **Ownership of numbers:** Any phone number we allocate to you is not owned by you, but subject to the Voice Service Terms you will have full rights to use the phone number(s) allocated.
- 7.8. **Changing your number:** You may be required to change phone number(s) from time to time. We will not change your phone number(s) unless we are required to by law or regulation, under contracts with other service providers, if you move premises, or if you request the change. We will use reasonable endeavours to give you prior notice of any change to your phone number(s), but otherwise consider this to be a "non-detrimental Change" (Refer to Business General Terms and Conditions clause 12.2 (Changes by us). Phone numbers are offered on the basis set out in this clause 7 (Number allocation and porting), and we will not be liable for any costs which you, or anyone else, may incur as a result of such change.

**8. Quality of Voice Service**

- 8.1. You acknowledge and accept that the quality of the Voice Service is subject to the internet connection network and the internet data transfer speed when using the Voice Service, which is affected by many factors, such as
  - 8.1.1. type, compatibility, performance and configuration of your equipment (such as the router, switch, firewall, phone or tele-conferencing devices, POS system, PCs) connected to the Network;
  - 8.1.2. performance characteristics and location of your equipment receiving the Voice Service, distance, physical environment, compatibility of standards between equipment, encryption standards, and/or network;
  - 8.1.3. total number of users or equipment, applications, equipment, software or local area networks connected to the internet connection in your Premises; and
  - 8.1.4. overall network traffic condition.
- 8.2. We therefore do not warrant or give any guarantees on the quality of the Voice Service, whether the internet access is by us or another ISP.

**9. Billing**

- 9.1. You will pay any one-time charges and recurring subscription fee(s) for the Voice Service at the prevailing prescribed rate(s) within 7 business days or the credit payment term as agreed between us. You will be billed in advance for the subscription fees at monthly intervals or such intervals as may be approved by us. You will be billed in arrears for the call charges on the respective Voice Service on the said intervals.
- 9.2. The Voice Service promotional or discounted price is the charges below the usual price as provided in our quotation and applies for the Minimum Commitment Period only. Usual price will apply after the Minimum Commitment Period unless otherwise specified in the Application. You are strongly encouraged to renew your Voice Service package at least 1 month before

the end of the Minimum Commitment Period to ensure that you continue to enjoy the promotional or discounted price.

- 9.2.1. Discounts, if offered, will be cancelled at the end of the contract term, unless a recontract is done before the end of the term, subject to availability of discounts at the time of recontracting.
- 9.2.2. Free months, if offered, applies at the start of the contract term, unless otherwise provided in the Application.
- 9.2.3. Free premiums, if offered, can be claimed only after Service Commencement and we have received the first payment for the Voice Service is activated.

## **10. Customer and Technical Support**

- 10.1. We provide 24x7 email and phone technical service support as provided in our website or through our authorised representative. For security and accountability purposes, we will only provide support to any of your officers provided your application form.
- 10.2. If there is a fault that we could not resolve remotely, with your permission and agreement, we would dispatch a FE on-site to troubleshoot the issue as soon as we can or the next business day. The provision of on-site support is subject to resource availability.
- 10.3. We will only provide on-site support at the Installation Address provided by you in the application form.
- 10.4. If we established that the cause of the fault does not lie with our service, our network or the equipment supplied by us, we will need to charge you for FE on-site service fee. For clarity of doubt, you are responsible for any fault caused by damages to the cable/fibre, the trunking, the TP or equipment within your Premises.
- 10.5. If you request for a service call or request to change, replace or reconfigure any Equipment supplied by us, we have the right to charge our standard FE on-site service fee for every request. We will use our commercially reasonable endeavours to assist you in troubleshooting the Equipment supplied by us but will not be responsible if we fail to troubleshoot or resolve the fault.
- 10.6. We are not responsible for providing any support to your equipment or network that is not part of a managed voice service provided by us.

## **11. Change of Service Plan**

- 11.1. You may request to upgrade your Voice Service plan during your contract term with more lines or users, and an increase in the monthly subscription charges,
- 11.2. A downgrade of Voice Service plan will constitute a termination of existing Voice Service and termination clause 15.3 shall apply.
- 11.3. A change of plan request is subject to clause 3 above.

## **12. Relocation**

- 12.1. You may relocate your Voice Service (i) within your premise, (ii) to a new premise within the building or (iii) to a new premise at another site, subjected to the provisioning lead-time. Any request for relocation of the Voice Service is subject to clause 3 and 5 above and to our absolute discretion.
- 12.2. If we relocate any Voice Service, you must pay us our prevailing relocation charges for the relocation request. Once the Service have been provisioned at the new Premises, your existing contract (if applicable) would be transferred to the new circuit.

- 12.3. In the event where we are unable to provide the Voice Service, Equipment and/or ancillary items at the new Premises during the minimum period of service and/or if you decide to terminate the Voice Service due to delay in provisioning, termination clause 15.3 shall apply.

**13. Renewal of Service Package**

- 13.1. You may renew your Voice Service plan and secure a promotional or discounted price within 3 months remaining in the Minimum Commitment Period, subject to clause 4.
- 13.2. If you wish to renew your Voice Service plan earlier, we have the right to extend your contract period by the remaining terms in the Minimum Commitment Period and impose an early renewal fee (ERF).

**14. Suspension and Reactivation**

- 14.1. You may suspend your Voice Service once throughout the agreement for a period up to 90 calendar days, subject to clause 4 and a suspension and reactivation fee. You need to inform us when you intend to reactivate the Voice Service. We will automatically reactivate the Voice Service if we did not receive any instruction to reactivate the Voice Service upon the expiry of the 90 calendar days.
- 14.2. We reserve the right to suspend your Voice Service due to non-payment of our charges. We will reactivate your Voice Service after you have paid us all outstanding amounts due or payable to us, and subject to clause 4 and a suspension and reactivation fee.
- 14.3. We may suspend all or any part of the Voice Service without compensation and without prejudice to our rights to damages if:
- 14.3.1. you breach any of the terms and conditions of this agreement or any other agreement you have with us; or
- 14.3.2. you provide incorrect, false or incomplete information to us.
- 14.4. If and when you make good any breach or default within 7 business days, we will reactivate your Voice Service. If you do not take the necessary actions after 7 business days, we have the right to terminate your Voice Service immediately according to termination clause 15.3.

**15. Termination**

- 15.1. Either party can give at least 30 days' written notice to the other party to terminate the Voice Service and this agreement, unless otherwise specified herein.
- 15.2. We may terminate all or any part of the Voice Service or terminate this agreement with immediate effect without compensation and without prejudice to our rights to damages for any antecedent breach by you of this agreement if:
- 15.2.1. you breach any of the terms and conditions of this agreement or any other agreement you have with us;
- 15.2.2. you become or threaten to become bankrupt or insolvent, or die;
- 15.2.3. you make any arrangement or composition with or assignment for the benefit of your creditors or go into either voluntary or compulsory liquidation or a receiver, trustee, judicial manager or administrator is appointed over any of your assets;
- 15.2.4. the equivalent of any of the events under the laws of any relevant jurisdiction occurs to you;
- 15.2.5. you provide incorrect, false or incomplete information to us;

- 15.2.6. we suspect that you are using or allowing the Voice Service to be used for fraud, misconduct or any other illegal or improper purpose;
- 15.2.7. the requirements of any relevant regulatory authority or the compliance with directions or guidelines issued by them resulting in us having to stop providing the Voice Service to you;
- 15.2.8. if you are likely to create imminent harm to our Network or any third party's networks or systems or our provision of the Voice Service, or defraud us, or are likely to create imminent harm or are abusive to our personnel; or
- 15.2.9. for any reason beyond our control (including loss of any licence, wayleave or easement, requirements of any governmental or regulatory authority or orders by the court and cessation or failure to deliver by a third-party supplier) we are unable to provide the Voice Service.
- 15.3. If the Voice Service is terminated:
  - 15.3.1. all sums due, accruing due or payable to us in respect of the Voice Service and if applicable, the Equipment, up to the date of termination (including late payment charges) will, upon the termination, become immediately due and payable to us. There will be no refund of any charges paid to us for any equipment (including the Equipment) purchased from us;
  - 15.3.2. you must immediately (and in any event, within 5 days of such termination) return to us all Equipment which we may have leased or rented to you in respect of the Voice Service in good condition, failing which we will be entitled to, at our absolute discretion:
    - 15.3.2.1. charge you all costs incurred in repossessing or acquiring replacement for such Equipment which you have failed to return to us, or at our standard prescribed rates for acquiring a replacement for any Equipment which is returned to us in a damaged or defective condition; or
    - 15.3.2.2. treat the Equipment as being sold to you and to charge you our prevailing charges for the Equipment. There will be no refund of any such charges paid; and
  - 15.3.3. you shall pay a service deactivation fee, in addition to any applicable early termination charges.
- 15.4. The termination of this agreement will not affect any accrued rights or remedies of either party against the other party.

## **16. Your Responsibilities**

- 16.1. You are responsible for the use of the Voice Service under your account and for any Content disseminated through the account.
- 16.2. You must not use or allow the Voice Service:
  - 16.2.1. to transmit or post any Content which may be defamatory, offensive, indecent, objectionable or illegal, or which may cause annoyance, harassment, irritation, inconvenience or anxiety to anyone, give rise to civil liability or otherwise violate any applicable laws, rules or regulations, or contains viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programs;
  - 16.2.2. to make or attempt any unauthorised access to any part or component of the Voice Service, the Network or any third-party systems or networks to which you can connect through the Voice Service directly or otherwise;
  - 16.2.3. to disrupt the various networks that are connected to the Voice Service or violate the regulations, policies or procedures of such networks;

- 16.2.4. in any manner that may constitute a violation or infringement of the rights (including intellectual property or confidentiality rights) of any party; and
- 16.2.5. to be resold or to transfer the Voice Service and/or the Equipment to third parties without our prior written consent, whether or not for profit or otherwise. We reserve the right to immediately suspend or terminate your Voice Service if we determine, in our absolute discretion, that you resell or transfer the Voice Service.
- 16.3. You are solely responsible to keep secure the access credentials of the voice service, including password, and internet access security if voice equipment is directly connected to the internet. Any fraudulent access to the voice equipment that results in excessive voice charges, are solely your responsibility, and you will be liable for said charges. You are also to inform us immediately if you suspect something amiss with the equipment or if you suspect it may have been compromised.

**17. Matters beyond Our Control**

- 17.1. We will not be liable for any delay or failure in performance under this agreement resulting from matters beyond our control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, lightning, equipment failure, computer software or software malfunction, electrical power failure, faults, interruption or disruption of the Network or the networks of other service providers or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees) epidemics of infectious diseases or acts of terrorism.
- 17.2. Without prejudice to clause 17.1 above, we will not be liable for any delay or failure in performance under this agreement resulting from any delay or failure of any third party (including any supplier) to deliver or provide any facilities, infrastructure, equipment or services to us.

**18. Indemnity**

- 18.1. You must indemnify us, our affiliates, employees, directors, agents and suppliers against all claims, damages, losses and liabilities resulting from your use of the Voice Service, your negligence, omission, act or breach of this agreement

**19. Liability**

- 19.1. The Voice Service (including any installation or support services) are provided on an "as is" and "as available" basis and you agree that you use the Voice Service or rely on any Content obtained through the Voice Service at your sole risk. We expressly disclaim all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement, to the fullest extent allowed by law. No advice or information whether oral or written, obtained by you from us or through the Voice Service will create any warranty not expressly set out in this agreement. Without prejudice to the foregoing, we will not be liable for any delay or failure to provide the Voice Service, or any interruption or degradation of the Voice Service quality which may arise from the following:
  - 19.1.1. an act or omission of an underlying carrier, service provider, vendor or other third party;
  - 19.1.2. equipment, network or facility failure;
  - 19.1.3. equipment, network or facility upgrade or modification;
  - 19.1.4. force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and governmental actions;
  - 19.1.5. equipment, network or facility shortage;

- 19.1.6. equipment or facility relocation;
- 19.1.7. service, equipment, network or facility failure caused by the loss of power to you;
- 19.1.8. any act or omission by you or any person using the Voice Service or Equipment provided to you;
- 19.1.9. any third party's service, equipment, software, network or facility; or
- 19.1.10. any other cause that is beyond our control, including, without limitation, a failure of or defect in any Equipment, the failure of an incoming or outgoing communication, the inability of communications to be connected or completed, or forwarded.
- 19.2. Without prejudice to clause 19.1 above, we make no warranty:
  - 19.2.1. that the Voice Service, the software or any equipment (which we provide to you, including the Equipment) will not cause any harm to your applications, equipment, hardware, software, networks or Content;
  - 19.2.2. as to the accuracy, reliability or quality of any content obtained through the Voice Service or that defects in any software will be corrected; and
  - 19.2.3. that the Voice Service and access to them are error free and uninterrupted or available at all times.
- 19.3. Except as set out in this agreement, we expressly exclude all other liability we may have to you, including all liability in contract, tort, negligence, misrepresentation, strict liability or statute. This exclusion applies for our benefit and that of other service providers whose networks are connected to each other or to the Network, all companies, directly or indirectly owned, wholly or partly owned or controlled by us or any of these parties, and all their officers, employees, contractors and agents or anyone else to whom we or these parties are responsible ("the **Relevant Parties**") and whether it relates to anything caused by or resulting from anything any of us does or does not do or delays in doing (even if done, omitted or delayed fraudulently, wilfully, recklessly, maliciously or negligently), whether or not it is contemplated or authorised by any agreement you have with us.
- 19.4. Under no circumstances will we or any of the Relevant Parties be liable for any special, incidental, indirect, consequential or punitive damages, losses, costs or expenses, even if such damages, losses, costs or expenses were caused wilfully, recklessly or negligently.
- 19.5. Under no circumstances will we or any of the Relevant Parties be liable for any lost profits, revenue, business or anticipated savings, even if such damages, losses, costs or expenses were caused wilfully, recklessly or negligently.
- 19.6. If we or any of the Relevant Parties are liable to you and we cannot, for any reason, rely on the exclusion of liability set out in clause 19.3 to 19.5 herein, then in no event will our liability for damages, losses, costs or expenses suffered or incurred by you and anyone else (whether in contract, tort, negligence, misrepresentation, strict liability or statute or otherwise) exceed:
  - 19.6.1. the lower of your preceding month's charges applicable to the Voice Service in question or S\$5,000/- for any event or for any series of connected events; subject to no more than
  - 19.6.2. the lower of your preceding 12-months' charges applicable to the Voice Service in question or S\$10,000/- in any 12-month period.
- 19.7. The limitations and exclusions of liability in this agreement shall not apply to any liability we or any of the Relevant Parties may have in respect of any death or personal injury resulting from our negligence.

19.8. The limitations and exclusions of liability in this agreement shall not apply to any liability which cannot be lawfully excluded or restricted under the Unfair Contract Terms Act (Cap. 396).

**20. General Charges**

20.1. There are general charges that may be levied against you. Please refer to our business support webpage at <https://bizsupport.myrepublic.com.sg/hc/en-us/articles/360003404893-List-of-MyRepublic-Business-Service-One-Time-Charges>

**21. Service Level Agreement**

21.1. This Service Level Agreement (“**SLA**”) applies only to Voice Service provided by us. In addition to this SLA and this Voice Service Terms, the remaining provisions of the applicable service plan, shall also apply.

21.2. We agree on a monthly MyRepublic voice network uptime of 99.99% using commercially reasonable endeavours.

21.3. The period during which the Voice Service is not available is known as “**Outage**”. Outage means an occurrence of Voice Service breakdown beginning with the date we are notified by you by means of your fault report or when it is first detected in our network, whichever is earlier. Outage shall end upon you being notified by us or as captured in our network system.

21.4. Outage due to the internet connectivity, fibre outage, fibre cut, faulty TP, modem or router, or customer premise equipment failure or found negatively affecting the IP telephony services, power outage or failure at your location, or circumstances or causes beyond our reasonable control, are excluded from the computation of the duration of service outage.

21.5. You are eligible to “Service Uptime Service Credit” for Outage if the Service Uptime falls below 99.99%. The Service Uptime Service Credit for this Service is based on a percentage discount off the relevant circuit Monthly Recurring Charge (**MRC**) for the affected month

<b>Duration of Service Outage</b>	<b>Percentage Credit</b>
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

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

21.6.1. Non-compliance with respect to our terms and conditions (including payment terms);

21.6.2. Failure of equipment, systems, connections or services not provided by us; or



- 21.6.3. Any period in which we are not provided full and free access to all required systems and equipment in order to rectify a situation
- 21.7. This SLA represents our entire obligation to you for any period during which the SLA is breached. We shall not be liable to you or to any representative claiming through you for any direct, indirect, consequential or incidental damages or losses or expenses whatsoever, including but not limited to, loss of profits or business and irrespective of whether the claim arises in contract, tort (including negligence), or otherwise in respect of any breach of the SLA.
- 21.8. Service credits shall be calculated by reference to the records held by us, which shall be conclusive evidence of the level of the Voice Service provided by us.
- 21.9. We shall not be liable for any service credit in any case where you do not present the claim for service credit to us within 30 business days after the date on which the SLA is not met. For the purposes of calculating the amount of service credit, the MRC is deemed to cover 30 calendar days or 720 hours.
- 21.10. To present a claim, you must email us at [business.sg@myrepublic.net](mailto:business.sg@myrepublic.net), or your respective Account Manager and provide;
  - 21.10.1. Your name and contact information
  - 21.10.2. Brief description of the characteristic of the service credit
  - 21.10.3. Evidential data clearly indicating the measurement of the breached SLA
  - 21.10.4. Total service credit claimable
- 21.11. We will provide written or email confirmation if your claim to service credit is approved or rejected and specify the basis for rejection. We may, as determined by us, set off the amount of service credit against your next bill or set off all or part of the service credit amount against any outstanding charges you owe. Under no circumstances will we be obligated to make any refund to you by way of cash payment.
- 21.12. You shall not be entitled to any compensation under this SLA for a breach in the SLA due to, but not limited to, the following:
  - 21.12.1. fault caused by or arising from your and/or any third party's network, system, equipment, hardware, software, your and/or third party's acts and/or omissions;
  - 21.12.2. failure in public network facilities to which the Voice Service may be connected;
  - 21.12.3. any Equipment directly connected to your local area network which connects to the Voice Service;
  - 21.12.4. planned outages in our network which we have given advance notice to you;
  - 21.12.5. the inability of, or delay caused to our staff and/or agents in accessing or working on your premises due to the premises being inaccessible, in unsafe working conditions or in any other inadequate or deficient state;
  - 21.12.6. the inability of, or delay caused to our staff and/or agents in accessing or working on the circuit(s) for any reason whatsoever, including but not limited to the lack of co-operation of your staff and/or agents to make available the Voice Service for maintenance;
  - 21.12.7. outages or disruptions not reported by you to us;
  - 21.12.8. anything beyond our commercially reasonable control, including the matters beyond our control as set out in the Agreement between us for the provision of the Voice Service (i.e. force majeure events);

- 21.12.9. faults, interruption or disruption of the network or equipment of other service providers;
- 21.12.10. your request for us to conduct any test on the Voice Service; and/or
- 21.12.11. disconnection and/or reconnection of the Voice Service due to non-payment of any charges payable to us or where the Voice Service is disconnected by reason of it being used for any illegal or unlawful purpose or otherwise in breach of your obligations.
- 21.13. In the event of a dispute with regard to your qualification to make a service credit claim or as to the quantum of the claim payable to you, our decision on the matter or issue shall be final.
- 21.14. This SLA may be withdrawn or amended by us without notice period and without assigning any reasons therefore and without being liable to you in damages or otherwise, except that any rebates accrued and due to you under this SLA as at the date of such amendment or withdrawal will be paid by us to you.

## **22. Revision**

- 22.1. We reserve the right to change, amend or revise this Voice Service Terms. The revised Voice Service Terms shall become effective once posted on the MyRepublic website.

Effective as on 23 April 2020