



## MyOffice L2VPN Service Specific Terms and Conditions

The MyOffice L2VPN Service ("Service") is a reliable business fibre high-speed intranet service for enterprises requiring the connectivity for communications between commercial sites in Singapore.

### 1. Definitions

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

"**AM**" means account manager;

"**CPE**" means any customer premises equipment;

"**Cancellation Charges**" means our prevailing charge for cancellation of orders before a service is activated;

"**Installation Charges**" means our prevailing one-time installation charge for the services;

"**Equipment**" means any equipment (including CPE) which we may provide to you in connection with the provision of the Services;

"**Early Termination Charges**" means our prevailing charge on services terminated before a contract term ends, which is 100% of the of the monthly recurring charges remaining in the agreed contract term and any and all other Third Party Charges;

"**Installation Address**" refers to the address of the Premises at which we agree to provide the Services to you. The address must be registered as a correct, existing and valid unit address within the Premises. Otherwise, it would be classified as an NBAP Service.

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

"**NBAP**" refers to Non-Building Address Point which is a NLT classification for a location other than a physical address. It generally includes outdoor locations without a physical and indoor common areas within buildings that does not have a registered unit number.

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

"**NGN**" refers to the next generation national info-communication infrastructure provided by NLT;

"**NLT**" means Netlink Trust which design, build, own and operate the passive fibre network infrastructure (comprising ducts, manholes, fibre cables and Central Offices) in Singapore;

"**Premises**" means the property bearing the Installation Address which 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.

"**Services**" refer to the MyOffice L2VPN (Shared or Dedicated), and where relevant, any value-added Services as may be provided by MyRepublic from time to time. Where the Services are provided over the Singtel Fibre, Starhub Fibre, SPTel Fibre or NLT NGN platform, certain third party's terms and conditions may apply in addition to these terms and conditions and such third party's terms and conditions shall supersede these terms and conditions; and

"**SingTel Fibre**" means Singtel's circuit provided over the SingTel network infrastructure.

"**StarHub Fibre**" means StarHub's circuit provided over the StarHub network infrastructure.

"**SPTel Fibre**" means SPTel's circuit provided over the SPTel network infrastructure.

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

"**Third Party Charges**" means amounts that may be imposed by a third party arising from and in connection with such cancellation.;

"**Unreached Location**" a location whereby we do not have in place the resources to support the provision of our Services.

## **2. Eligibility for Service**

- 2.1. In order to subscribe to the Services, you must comply with the following requirements:
  - 2.1.1. you must be a business entity with a company or business registration number which is registered with the Accounting and Corporate Regulatory Authority of Singapore;
  - 2.1.2. at the time of application, you must not have any outstanding accounts with us that are due and owing to us; and
  - 2.1.3. you must have an Installation Address to which the Services will be provided.
- 2.2. We will provide the Services to the Installation Address as stated in the application/order form or such other Premises as may be agreed to by us from time to time. If you wish to change the Installation Address, you must notify us promptly. Change of Installation Address after order acceptance by us shall constitute a cancellation to the existing order, whereby Cancellation Charges may apply, and a submission of a new order to the revised Installation Address.

2.3. You must at all times provide us with such information as may be necessary or desirable for us to provide you with the Services.

2.4. We may decline acceptance of your application at our discretion and without any liability to you.

### **3. Service Provision**

3.1. Without prejudice to clause 2.4 above, we reserve the right not to accept or proceed with your application if:

3.1.1. the application/order form submitted by you is not duly completed and signed;

3.1.2. you fail to provide us with the information as stipulated under clause 2.3 above;

3.1.3. we determine, in our absolute discretion, that we are unable to provide the Services due to any of the reasons as stipulated in clause 5.5 below;

3.1.4. you do not agree to pay for additional charges not borne by us which includes, but not limited to, non-refundable insurance fee or admin fee, a long-term security deposit, charges to open access panel(s), charges for security personnel, charges to remove and reinstate fire retardant along the fibre route, to install GI pipes, conduits or cable trays as imposed by the building management, charges to provide scissor lift, boom lift or scaffolding in places where ceiling or cabling route are 3m or higher; or

3.1.5. we discover that any facility or resource you are requested to provide as requested by us and under the operating conditions and specifications stipulated by us for the proper performance of the Services, or the installation, operation and maintenance of the Services and the Equipment, is not provided as requested.

3.2. The provisioning lead-time of the Service is measured from the date an order has been accepted and entered into our order management system by us, and subject to availability of network, service, resources, access, in-building cabling and tray and the procurement of all relevant approvals, and is as follows:

3.2.1. for connections via NLT NGN: 14 working days subject to Netlink Trust (NLT) fibre network coverage

3.2.2. for connections via Singtel Fibre: 20 working days subject to SingTel fibre network coverage

3.2.3. for connections via StarHub or SPTel : 20 working days or up to 8 weeks subject to StarHub or SPTel's network coverage.

3.3. When we accept your application/order form, we will notify you that we have commenced the provisioning process for the Services you procured and a timeline leading to the activation of the Services. The date where the Services are provisioned and active for your use will be known as the Activation Date. We will use our commercially reasonable endeavours to meet the timeline and shall not be liable if the timeline 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 timeline without liability.

- 3.4. If you withdraw or cancel an application after it has been accepted by MyRepublic but before the Activation of service, a cancellation charge (refer to Order Cancellation Charges) shall be imposed. Third Party Charges may also be applicable.
- 3.5. You may cancel that part of the Service which we are unable to provide, without being liable to pay any Cancellation Charges, if the order has lapsed more than 45 working days after order acceptance by MyRepublic and (2) the fibre and/or TP has not been installed at the Installation Address.
- 3.6. If you accept that part of the Service which we are ready to provide and pay for the same at our agreed/ prevailing rate(s), you will have no other claim against us for our failure to provide the Service before the Activation Date.
- 3.7. If you request to defer the provision of the Services before the TP has been installed, you shall be liable to pay a reservation fee at our prevailing rate(s). Deferment after the TP is installed is not allowed.
- 3.8. If you cancel your application for the Services before the TP has been installed, you shall be liable to pay us our prevailing Cancellation Charges, regardless of whether such Installation Charges were waived or discounted, in which case, the standard installation Charges shall be imposed.
- 3.9. If you defer or cancel your application for the Service after the TP has been installed, the request shall be deemed an early termination of the Services and you shall be liable to pay us our prevailing early termination Charges which is equivalent to 100% of the monthly recurring Charges for the remaining applicable Minimum Period of Service ("Early Termination Charges") and any and all other amounts that may be imposed by a third party arising from and in connection with such cancellation ("Third Party Charges").
- 3.10. If you request a change of the TP location after it has been installed and this results in a change of original serving node, that request will constitute a cancellation of your application for the Services, and, your request under clause 3.8 shall be deemed an early termination of the Services and you shall be liable to pay us all Early Termination Charges and Third Party Charges.
- 3.11. If your request for a change of the TP location after it has been installed and this results in re-wiring of any completed wiring work from the original serving node, you will be liable to pay our prevailing Installation Charges for the rewiring.
- 3.12. If the Installation Address is at a location whereby we do not have in place the resources to support the provision of such Services to that location ("Unreached Location"), the following terms will apply:
  - 3.12.1. You must inform us to proceed with survey of the Unreached Location to enable us to evaluate the feasibility to activate the Services to the Unreached Location and you must pay our prevailing Charges for site survey ("Site Survey Fee").
  - 3.12.2. We reserve the right to accept or to reject any application for the Services to an Unreached Location without giving reasons. Criteria that may be taken into account by us include but are not limited to:

- 3.12.2.1. the Unreached Location has previously been assessed by us as not being a feasible site for installation or operation of the Services; and/or
- 3.12.2.2. you have been given quotes for several Service requests but has not asked us to proceed to install the Services arising from such quotes.
- 3.12.3. You will secure for our personnel or our authorised representatives all Unreached Location access and usage rights required for us to carry out the survey and the provisioning of the Services.
- 3.12.4. If, after conducting a Site survey, we determine (in our absolute discretion) that it is feasible to install and operate the Services at the Unreached Location, then we will inform you of:
  - 3.12.4.1. the additional costs ("One Time Customisation Charges"), if any, that would be incurred in installing and providing the Services to the Unreached Location;
  - 3.12.4.2. an estimated time frame required for the installation of the Services to the Unreached Location; and
  - 3.12.4.3. the monthly recurrent charges and one-time installation charges for the Services to the Unreached Location, which may be classified as NBAP.
- 3.12.5. You must either accept or decline the Quote for the Unreached Location Service within the quote's validity period.
  - 3.12.5.1. If you accept the Quote for the Unreached Location Service, the Site Survey Fee will be rebated to you as a credit against the Charges payable by you for the Services;
  - 3.12.5.2. If you do not accept the Quote for the Unreached Location Service, you must inform us and your application for the Services will be considered null and void. For the avoidance of doubt, you will remain liable for, and not be entitled to any refund of, the Site Survey Fee
- 3.12.6. You agree that no right, title or proprietary interest in the resources to or at the Unreached Location (for example, equipment, fibres or ducts built) will be vested in you. If you activate cancellation of the Services to the Unreached Location after accepting the Quote for the Unreached Location Service wherein we consequently proceeded with the provisioning of the Services to the Unreached Location, we reserve the right to recover all associated resources to or at the Unreached Location with no rebate on the One Time Customisation Charges and you will be liable to pay our prevailing cancellation Charges.
- 3.12.7. 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:
  - 3.12.7.1. the rejection of any application for the Services; and/or
  - 3.12.7.2. our determination that the Unreached Location is not feasible for installation or operation of the Service.

#### **4. Minimum Period of Services**

- 4.1. The types of contracts for the Services are classified based on their terms as follows:
  - 4.1.1. fixed term contracts - for 1-, 2-, 3-, 4- or 5-year term;
  - 4.1.2. variable term contracts - monthly term; and
  - 4.1.3. temporary contracts - weekly term or One Time Charged.
- 4.2. The Minimum Period of Service for the Services is based on the type of contract signed according to 4.1, per circuit/connection from the Activation Date as determined in accordance with clause 3.2 above. The computation of the Minimum Period of Service will not take into account any period of suspension or cessation of the Services. If the Services are suspended or halted and are subsequently reactivated, the Minimum Period of Service will be automatically extended by such period of suspension or cessation.
- 4.3. If we agree to any changes to the Services requested by you (including any upgrade of the Services) or the renewal of the Services, we are entitled to require the Minimum Period of Service to be re-commenced.
- 4.4. This Agreement will continue until terminated according to the provisions of this Agreement.

#### **5. Scope of Services**

- 5.1. We will provide the Services to you in accordance with the particulars set out in the application form or order form, unless this Agreement is terminated in accordance with the provisions of this Agreement.
- 5.2. You may request us to change, from time to time, the Service particulars set out in the application form or order form, subject to our confirmation and payment of the prevailing administrative fee chargeable by us. In the event of such change, the subscription fees payable and the Service particulars will be amended accordingly. For the avoidance of doubt, you will continue to be liable for the payment of such revised subscription fees pursuant to clause 11.1 below.
- 5.3. Except for the Equipment, you are solely responsible for providing all other equipment, hardware, software, telecommunications services and power supply necessary to connect to and use the Services.
- 5.4. Without prejudice to clause 5.2 above, you acknowledge and agree that unless otherwise agreed to by us in writing, we are not responsible for providing any support, whether technical or otherwise, to any of your networks which is connected to or used in conjunction with the Services.
- 5.5. You acknowledge and agree that availability of the Services is subject to:
  - 5.5.1. availability of network, service, resources, access, in-building cabling and tray and the procurement of all relevant approvals at the time at which the Services is requested or delivered;

5.5.2. geographic and technical capacity of our Network and of our delivery systems at the time at which the Services is requested or delivered; and

5.5.3. provisioning lead time for the Services and/or the Equipment. Such provisioning time will be determined by us in our discretion and may be changed by us.

## **6. Transfer Speed**

6.1. You acknowledge and accept that as with any network, actual data transfer speed experienced by you when using the Services is affected by many factors, which factors are outside our scope of responsibility, including without limitation:

6.1.1. overall network traffic condition;

6.1.2. performance and configuration of your computer or equipment (including but not limited to any wireless devices) connected to the Network;

6.1.3. location and configuration of the accessed server;

6.1.4. performance characteristics of each component of the data network, the number of users and the extent of all users' compliance with such conditions and requirements as may be determined by us;

6.1.5. the performance characteristics and location of any wireless devices used (if any) to receive the Services, including but not limited to distance, physical environment such as walls, pillars, tunnels, walk ways, reflective surfaces, compatibility of Wi-Fi standards between devices, encryption standards, interference of other electronic devices and/or congested wireless channels;

6.1.6. total number of users / Equipment connected to the network;

6.1.7. type of Equipment / routers/ modem used; and

6.1.8. any applications, equipment (other than the Equipment which we may provide to you in connection with the Services), hardware, software or networks used by you.

6.2. Except for the Equipment that are packaged by us, you are solely responsible for providing all other equipment, hardware, software, telecommunications services and power supply necessary to connect to and use the Services.

6.3. Without prejudice to paragraph 6.2 above, you acknowledge and agree that unless otherwise agreed to by us in writing, we are not responsible for providing any support, whether technical or otherwise, to any of your networks which is connected to or used in conjunction with the Services.

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

6.4.1. availability of network, service, resources, access, in-building cabling and tray and the procurement of all relevant approvals at the time at which the Services is requested or delivered;

6.4.2. geographic and technical capacity of our Network and of our delivery systems at the time at which the Services is requested or delivered; and

- 6.4.3. provisioning lead time for the Services and/or the Equipment. Such provisioning time will be determined by us in our discretion and may be changed by us.

## **7. Password for CPE**

- 7.1. If we provide you with a password to access a CPE which is provided by us to you:
  - 7.1.1. you will be solely responsible for the management of the CPE. The point of demarcation for our responsibility is up to the point just before the DEL/cable physically connects to the CPE;
  - 7.1.2. you must pay us our prevailing on-site support Charges when we provide you with any on-site support for the CPE (including CPE configuration). The provision of on-site support will be subject to resource availability; and
  - 7.1.3. if there is a hardware failure of the CPE, we do not guarantee that the replacement CPE will be of the same or similar model.

## **8. Equipment**

- 8.1. Equipment which are not supplied by us will not be supported by us.
- 8.2. You acknowledge and agree that we are not the manufacturer of the Equipment and that we shall not be responsible for any Equipment defects or any loss or damage arising out of such defects, even if we supplied the Equipment.
- 8.3. You will bear all risks of loss or theft of, or damage to, the Equipment, from the time you receive the Equipment. You will be solely responsible for the use and performance of the Equipment. We will not be responsible for the performance (including but not limited to trouble-shooting) of the Equipment or any related hardware or Software comprised therein, or any loss or damage caused by us or as a result of the use of such Equipment, hardware or Software, whether in conjunction with the Services or not.
- 8.4. You must keep the Equipment in a suitable place and appropriate conditions for the Equipment, including any necessary electrical power supply. You must also use the Equipment in accordance with the guidelines, instructions or specifications given to you.
- 8.5. If you receive any new Equipment from us and the Equipment include a warranty at the time of receipt, you must 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 will be limited to those expressly set out in the warranty document. Your sole and exclusive remedy for any defect in the Equipment will be according to the terms of the manufacturer's warranty. Save as aforesaid, we will not be responsible for any defect in the Equipment.
- 8.6. We reserve the right to charge you at our standard rates for responding to a service call or request to change, replace or reconfigure any defective Equipment supplied by us, unless we subsequently ascertain that the malfunction or defect is not caused by or attributable to your act, omission, Equipment and/or systems. For the avoidance of



doubt, 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.

- 8.7. 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.
- 8.8. Upon our notification, you will grant us access to the Equipment and the software embedded therein as and when we deem necessary or desirable to carry out any equipment upgrade.
- 8.9. You must not use the Equipment in conjunction with any application, equipment, hardware, software or network other than in the manner approved by us.
- 8.10. 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. You will not change the electronic serial number or equipment identifier of the Equipment or to perform a factory reset of the Equipment without our prior written consent. We reserve the right to suspend or terminate your Services if we determine, in our absolute discretion, that you have tampered with the Equipment. In the event of such suspension or termination, you will remain responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable.
- 8.11. You will be solely responsible for the Content/data retrieved, stored or transmitted through the Services and/or the Equipment.

## **9. Billing**

- 9.1. You are liable to pay a recurring subscription fee(s) for the Services at the prevailing prescribed rate(s). You will be billed in advance for the subscription fees at monthly intervals or such intervals as may be approved by us.
- 9.2. You are to make payment to us within 30 days from the date of invoice which we sent to you, failing which we will take the necessary actions to recover the due payment and suspend your Services if you fail to make payment despite continual reminders.
- 9.3. Billing and payment disputes that may be raised by you will be treated in accordance with our General Terms & Conditions.

## **10. Installation, Relocation and Additional Charges**

- 10.1. You will provide us, our employees and contractors safe access to your Premises for the purposes of performing this Agreement (including the installation or collection of the Equipment). 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 to allow us, our employees and contractors such access.
- 10.2. During the service call for installation, we are not obliged to render any services apart from installation of the Equipment in a properly licensed computer environment, and you will not hold us liable for any loss (including loss of data, business or profits), damage or system failure arising thereof. You will ensure and be solely responsible for

obtaining all requisite licences and consents for your computer system, including any and all software used therein.

- 10.3. Any Service failure due to changes to the system configurations requested by you is your sole responsibility. Any Charges for rectifying such failure caused by you or any third parties will be borne by you.
- 10.4. Standard line installation is to be provided by us up to the TP.
- 10.5. You must, if applicable, provide all internal wiring and sockets within the Installation Address according to the relevant Regulatory Authority's and our specifications and guidelines required for the purposes of the installation of the Services. Where we are requested to provide any such internal wiring or sockets, you must pay us the prevailing Charges imposed by us.
- 10.6. If we are of the opinion that the installation of the Services at the Installation Address would result in (or likely to result in) or cause (or likely to cause):
  - 10.6.1. any risk of injury to any person;
  - 10.6.2. the use of equipment which not commonly used in the installation of the Services;
  - 10.6.3. the relocation of any structure, fixture or fitting at the Installation Address;
  - 10.6.4. costs, expenses or manpower resources which exceeds the amount usually required on the part of us for the installation of the Services; or
  - 10.6.5. us to provide any services which are not usual to, or are outside the scope of, our standard installation services, we may decline to install the Services 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 of the Services and the provision of the Services to you until after all such conditions have been fulfilled.
- 10.7. Where you or your contractor is installing any part of the wiring or cabling required for the provision of the relevant Services, you will ensure that the proper installation of such cables or wiring is completed prior to the commencement date. You will ensure that such cable is labelled at both ends to clearly demarcate it as belonging to and under your care.
- 10.8. You will be responsible for the care and maintenance of all our Equipment at your premises, fair wear and tear excepted.
- 10.9. If you report a fault and either no fault is found or we determine that the fault is not due to our Network or Equipment or installation, then you must (if required):
  - 10.9.1. pay us a fee for the fault report at our prevailing rate; and
  - 10.9.2. reimburse us for all other costs (including labour and transport charges) incurred by us for attending to your request.
- 10.10. You may relocate your 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 Services is subject to clause 5.5 above and to

our absolute discretion. If we relocate any Services, you must pay us our prevailing Charges for the relocation ("Relocation Charges"). Once the Service have been provisioned at the new site, your existing contract (if applicable) would be transferred to the new circuit.

- 10.11. In the event where we are unable to provide the Services, Equipment and/or ancillary items at the new site during the minimum contract term or if you decide to terminate the Services due to delay in provisioning, this shall constitute to termination of existing Services and applicable Charges shall apply.

## **11. Matters beyond Our Control**

- 11.1. 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. Without prejudice to clause 13.1 above:

- 11.1.1. 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; and

- 11.1.2. the Services may occasionally be affected by interference caused by objects beyond our control such as buildings, underpasses and weather conditions. When this happens, we will not be responsible for any interruption or disruption of the Services or if you cannot access or use the Services.

- 11.2. Without prejudice to clause 11.1 above:

- 11.2.1. 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; and

- 11.2.2. the Services may occasionally be affected by interference caused by objects beyond our control such as buildings, underpasses and weather conditions. When this happens, we will not be responsible for any interruption or disruption of the Services or if you cannot access or use the Services.

## **12. Indemnity**

- 12.1. You must indemnify us, our Affiliates, employees, directors, agents and suppliers against all claims, damages, losses and liabilities resulting from your use of the Services, your negligence, omission, act or breach of this Agreement.

## **13. Liability**

- 13.1. The Services (including any installation or support services) are provided on an "as is" and "as available" basis and you agree that you use the Services or rely on any Content obtained through the Services 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 Services 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 Services, or any interruption or degradation of the Service quality which may arise from the following:

- 13.1.1. an act or omission of an underlying carrier, Service Provider, vendor or other third party;
- 13.1.2. equipment, network or facility failure;
- 13.1.3. equipment, network or facility upgrade or modification;
- 13.1.4. 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;
- 13.1.5. equipment, network or facility shortage;
- 13.1.6. equipment or facility relocation;
- 13.1.7. service, equipment, network or facility failure caused by the loss of power to you;
- 13.1.8. any act or omission by you or any person using the Service or Equipment provided to you;
- 13.1.9. any third party's service, equipment, software, network or facility; or
- 13.1.10. 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.
- 13.2. Without prejudice to paragraph above, we make no warranty:
  - 13.2.1. that the Services, 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;
  - 13.2.2. as to the accuracy, reliability or quality of any Content obtained through the Services or that defects in any Software will be corrected; and
  - 13.2.3. that the Services and access to them are error free and uninterrupted or available at all times.
- 13.3. 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.

- 13.4. 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.
- 13.5. 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.
- 13.6. 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 paragraphs 13.3 to 13.5 above, 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:
  - 13.6.1. the lower of your preceding month's Charges applicable to the Services in question or S\$5,000/- for any event or for any series of connected events; subject to no more than
  - 13.6.2. the lower of your preceding 12-months' Charges applicable to the Services in question or S\$10,000/- in any 12-month period.
- 13.7. 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.
- 13.8. 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).
- 13.9. MyRepublic Ltd or any Affiliate may perform any of its obligations or exercise any of its rights under this Agreement by itself or through MyRepublic Ltd or any other Affiliate. However, any act or omission of any such other Affiliate is deemed the act or omission of the party providing the Services.

#### **14. Resale**

- 14.1. The Services are provided to you solely for your own business use. You must not resell or transfer the Services or the Equipment (which we lease or rent to you) 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 Services if we determine, in our absolute discretion, that you use the Services for any of the aforementioned or similar activities.

#### **15. Termination and Suspension of the Services**

- 15.1. Without prejudice to the rights either party may have against the other party under this Agreement for any antecedent breach of this Agreement and subject to the provisions of this paragraph, the Services under this Agreement or this Agreement may be terminated by either party giving at least 30 days' written notice to the other party.

- 15.2. If you give us notice that ends during the applicable Minimum Period of Service pursuant to paragraph 15.1 above:
- 15.2.1. you must immediately pay us for the recurring subscription fee(s) for the Services for the remainder of the Minimum Period of Service; and
  - 15.2.2. paragraph 15.7 below will apply.
- 15.3. If the Services or this Agreement are/is terminated pursuant to paragraph 15.4 or 15.5 below, you will compensate us for any damages or losses we may suffer because of the termination. Without prejudice to the foregoing, if such termination occurs during the applicable Minimum Period of Service, you are liable to pay us the sums referred to in paragraph 15.2 above.
- 15.4. In the event of any of the following:
- 15.4.1. you breach any of the terms and conditions of this Agreement or any other agreement you have with us;
  - 15.4.2. you become or threaten to become bankrupt or insolvent, or die;
  - 15.4.3. 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;
  - 15.4.4. the equivalent of any of the events referred to in clause 15.4.2 and 15.4.3 1 above under the laws of any relevant jurisdiction occurs to you;
  - 15.4.5. you provide incorrect, false or incomplete information to us;
  - 15.4.6. the requirements of any relevant regulatory authority result in us having to stop providing the Services or to provide the Services in a manner which is unacceptable to us;
  - 15.4.7. if you are likely to create imminent harm (such as interruption, disruption, congestion, signal leakage and any Unauthorised Act) to our Network or any third party's networks or systems or our provision of the Services, or defraud us, or are likely to create imminent harm or are abusive to our personnel; or
  - 15.4.8. for any reason beyond our control (including loss of any licence, way-leave 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 Services, we may suspend or terminate all or any part of the Services or terminate this Agreement with 7 working days' notice (for clause 15.4.1 and 15.4.5 above) or with immediate effect (for clauses 15.4.2, 15.4.3, 15.4.4, 15.4.6, 15.4.7 and 15.4.8 above) without compensation and without prejudice to our rights to damages for any antecedent breach by you of this Agreement. You may immediately contact our business helpdesk or our AM to tell us why such suspension or termination should not occur. We will consider each case and where we deem appropriate, will not proceed with the suspension or termination of such account or take any other appropriate action where necessary.
- 15.5. In the event that we suspect that you are using or allowing the Services to be used for fraud, misconduct or any other illegal or improper purpose, we will refer this to the

relevant authorities without notice to you and comply with directions or guidelines issued by them without further reference to you.

- 15.6. If and when you make good any breach or default, we may restore any suspended Services after you have paid for any reinstallation, restoration or re-connection Charges and reimbursed us for our reasonable costs in suspending the Services.
- 15.7. If the Services are terminated:
  - 15.7.1. all sums due, accruing due or payable to us in respect of the Services 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;
  - 15.7.2. you must immediately (and in any event, within 30 days of such termination) return to us all Equipment which we may have leased or rented to you in respect of the Services in good condition, failing which we will be entitled to, at our absolute discretion:
    - 15.7.2.1. charge you all costs incurred in repossessing or acquiring replacement for any 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
    - 15.7.2.2. 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
  - 15.7.3. you shall pay a service deactivation Charge ("Deactivation Charge"), in addition to any applicable Early Termination Charges.
- 15.8. You may suspend your Service once for a period up to 90 calendar days in each contract term. We will resume your Services after the suspension period without prior notice to you. The Minimum Period of Service will be extended by the period of suspension and we will charge you a reactivation fee ("Service Resumption Fee") (or such other amount as may be determined by us) for reactivating any suspended Services.
- 15.9. Without prejudice to paragraph 15.6 above, we reserve the right to charge you a Service Resumption Fee (or such other amount as may be determined by us) for reactivating any suspended Services. Reactivation of any Services is subject to our absolute discretion.
- 15.10. In the event that the Services are suspended due to non-payment of any Charges and you subsequently pay to us all outstanding amounts due or payable to us, you must contact our business helpdesk or our AM if you wish to request for the reactivation of the Services. Reactivation of the Services is not automatic and not immediate upon full payment of the Charges.
- 15.11. The termination of this Agreement will not affect any accrued rights or remedies of either party against the other party.

**16. Service Fulfilment:**

- 16.1. We are responsible for providing the network connection up to the CPE provided by us.
- 16.2. You shall provide sufficient electrical power source for the CPE.
- 16.3. Works After Business Hours: Our business hours are from 8am to 5.30pm, Monday-Friday (excluding public holidays). You may request for installation or relocation works to be carried out after business hours or on weekends, and applicable Charges shall apply. This Charge will still be imposed if you cancel or postpone an appointment less than 2 hour from the appointment time, or you fail to be present at the appointment time for our Field Engineers (FE) or contactors to carry out the necessary works.
- 16.4. Delay or Deferment of Fulfilment Works: We have the right to cancel the order after 30 calendar days if you do not respond, keep delaying or deferring our fulfilment duties, and impose prevailing Cancellation Charges to you. You are therefore advised not to submit an order if the installation site is not ready or if you (including your representative(s)) are not going to be available for us to engage you for the fulfilment works within the 30 working days after your order have been accepted by us.
- 16.5. Change of Installation Address after Order Acceptance: We will not accept any change to the unit number after the order has been accepted and submitted for fulfilment works. We will treat any request to change the unit number as an order cancellation and prevailing Cancellation Charges shall apply.

**17. Connecting to 3<sup>rd</sup> Party Equipment**

- 17.1. MyRepublic is not able to support any 3rd party services (e.g. CCTV, network printer) which you connect to the router. You will need to engage your IT vendor to setup, maintain and troubleshoot any issues related to the 3rd party equipment or services. MyRepublic will not be able to assist in providing support to your 3rd party equipment or services or configuration on the router in relation to supporting your 3rd party equipment or services. If there is router replacement (e.g. due to router fault or obsolesce), you should arrange for your 3rd party service provider to be present with our FE when he is on site to reconfigure the 3rd party services to connect to the new router to avoid any disruptions to your operations. MyRepublic is not liable for any charges or damages as a result of the router replacement.

**18. Promotional Packages**

- 18.1. Promotion rates are applicable for limited period of time only. Free months, if offered, applies at the start of the contract. Free premiums, if offered, will be sent to you after the Service is activated. At the end of the promotional term, the promotional Charges shall cease to apply and they will revert to prevailing rates (i.e. non-promotional rates). You are strongly encouraged to renewal your package to ensure that you continue to enjoy the best deal.

**19. Renewal of Service Package:**

- 19.1. You may renew your Service Package within 3 months remaining in your current contract. Please contact your AM for ongoing renewal options for existing customers.



**20. Downgrade of Service Package:**

20.1. A downgrade of Service Package constitutes a termination of existing Service contract and the commencement of a new Service Package. If you are still in a contract with us when you downgrade your Service Package, Early Termination Charges for the existing Services will apply.

**21. Upgrade of Service Package:**

21.1. You may upgrade your Service Package during your contract term according to your business needs. No Early Termination Charges will apply for upgrades from an existing Service plan to a higher speed plan with an increase in the monthly charges. You may use a new application form for upgrades. Your AM will advise on the charges of the new Package and any Service impact for the upgrade.

**22. Hardware Bundle:**

22.1. We provide the rental of the TP & ONT, or MC as part of the Services. You are required to provide the power supply and take care of the hardware in your premises according to the device user guides given to you. Replacement for loss or damage to the hardware is chargeable (refer to Replacement of Lost or Damaged Hardware Charges). You may contact our Business Helpdesk for hardware related issues.

**23. Technical Support:**

23.1. We provide 24x7 email and phone technical service support.

23.2. Where necessary, we may dispatch a Field Engineer on-site to troubleshoot the issue as soon as we can or next business day. The provision of on-site support is subject to resource availability.

23.3. You will need to pay our prevailing on-site support charges (refer to Field Engineer On-site Charges) and for any repair works (charges subject to extent of repair works) if we established that the cause of the fault does not lie with our Service, our network or the CPE supplied by us. For clarity, you are responsible for any fault caused by damages to the cable/fibre, the trunking, the TP or CPE we provided within your Premises.

**24. General Charges:**

The following general Charges may be levied against you:

Description	Charges (inclusive of GST)
<b>General Charges</b>	
Change to Billing Cycle	\$20.00 per account
Unsuccessful Payment	\$10.00 per instance
Service Resumption (after temporary suspension due to late payment)	\$169.06 per circuit
Replacement of lost or damaged device or equipment	Refer to CPE section below
Field Engineer On-site (During Business Hours: Mon-Fri, 9am-6pm, excluding public holidays)	\$160.50 per visit up to 2 hours
Field Engineer On-site (After Business Hours: Mon-Fri, 6pm-9am, weekends and public holidays)	\$321.00 per visit up to 2 hours

Early Termination	Total sum of monthly recurring charges for the remaining applicable Minimum Period of Service
<b>L2VPN, Dedicated Internet Access</b>	
Service setup	\$267.50 per circuit
Installation Charges	\$843.16 per circuit
Order Cancellation (before TP Installation)	\$820.69 per circuit
Service Relocation	\$1,284 per circuit
TP Repair, Replacement, or Removal	\$820.69 per TP
NBAP Site Survey	\$295.32 per site
Service Resumption (after temporary suspension requested by Customer)	\$169.06 per circuit
CBD installation/ maintenance	\$64.20 per circuit/ visit
Jurong Island/ PSA/ Changi Airport installation/ maintenance	\$85.60 per circuit/ visit
On-site service to setup port forwarding, or setup/ configure router or SSID	\$160.50 per trip
VPN client setup	\$256.80 per client
VPN configuration	\$428.00 per configuration
No Fault Found fee	\$160.50
Deactivation Charge	\$267.50
<b>Customer Premise Equipment (CPE)</b>	
Alcatel Lucent G-240G-C, 4 Ports, 2 Voice	\$150.00

All above Charges are inclusive of GST. We reserve the right to add, remove or change any of the Charges from time to time without prior notice. Please procure written confirmation from us on the Charges that apply to you.

## 25. Revision

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

Effective as on 17 January 2019.