

## ModernWorkplace – Specific Terms and Conditions

The ModernWorkplace Specific Terms and Conditions (“**MWP Service Terms**”) set out the basis to which MyRepublic Broadband Pte Ltd (“**MyRepublic**”, “**We**”) will perform the ModernWorkplace service (“**MWP Service**”) set forth in the Statement of Work (as defined below) mutually approved and agreed upon in writing.

This MWP 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 MWP Service Terms, words and expressions shall have the following meaning:

“**Business Hours**” refer to Monday-Friday (excluding public holidays), from 9am to 5.00pm in Singapore.

“**Contractual Term**” means the duration which Customer has contracted with MyRepublic for the MWP Service.

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

“**Customer Content**” means the content created, uploaded and stored by the Customer or its End Users onto the MWP Service, this could include personal data as defined in the Personal Data Protection Act 2012.

“**Customer License Agreement**” means end user terms (including but not withstanding acceptable use policies, product specific terms and conditions) as required by the Vendor (as modified from time to time) related to the use of the MWP Service, as specified in the MyRepublic business service application form or directly by the Vendor as accepted by Customer

“**Equipment**” means any hardware and software owned by either MyRepublic, or MyRepublic supplies that is used to provide the MWP Service to you, and includes any hardware and software that you have purchased from MyRepublic and have fully paid for, to access the MWP Service.

“**MyRepublic**” means MyRepublic Broadband Pte Ltd (Company No: 202125011N), and “we”, “us” and “our” have corresponding meanings.

“**Premises**” means Customer’s premise in which Customer uses the MWP Service.

“**Processing**” means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. “Process,” “Processes” and “Processed” will have a corresponding meaning.

“**Service Commencement**” means the commencement of the MWP Service supplied to the Customer according to the service scope detailed in the SOW.

**“Service Completion”** means the completion of the MWP Service supplied to Customer according to the service scope detailed in the SOW.

**“SOW”** or **“Statement of Work”** means the statement of work setting out the services that MyRepublic will provide to the Customer as mutually approved and agreed upon in writing.

**“Vendor/s”** means MyRepublic’s partners/suppliers that provide Services to Customer and of which MyRepublic is an authorised reseller.

- 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. Terms of Service**

- 2.1. MyRepublic agrees to provide, and Customer agrees to take and pay for the MWP Service set out in the SOW.
- 2.2. The MWP Service is provided at Customer’s request and Customer accepts that it is responsible for ensuring that the MWP Services are suitable for its own needs.
- 2.3. MyRepublic will provide to Customer an appropriately qualified person(s) (the **“Consultant”**). The Consultant will perform the MWP Service in an efficient and professional manner, during business hours, under proper skill and care and will make their best effort to meet any agreed target dates.
- 2.4. All title, ownership rights and world-wide intellectual property rights or other such information or materials that are developed or provided by MyRepublic in the course of delivering the MWP Services (collectively, **“MyRepublic Intellectual Property”**), is and will remain the exclusive property of MyRepublic (or its affiliates and/or licensors as applicable). Customer may, however, subject to payment of all fees due under this Agreement, retain any deliverables provided to it under a SOW and may use such deliverables for its own internal purposes in accordance with terms and conditions of the software license noted above.

## **3. Application and Eligibility**

- 3.1. You may apply for the MWP 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 MWP 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 phonenumber; and
- 3.2.4. provide us accurate and complete background information necessary or desirable for us to supply the MWP 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 completed assessment questionnaires 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 MWP Service.
- 3.6. We reserve the right not to accept your Application of the MWP Service at our sole discretion and without any liability to you.
- 3.7. The service lead-time of the MWP Service is as stated in the SOW and subject to availability of resources, access, and the procurement of all relevant approvals.
  - 3.7.1. We have the right to reject your Application if we are unable to meet the Service Completion date requested by you.
  - 3.7.2. 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. 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 MWP Service by Service Completion date requested by you, subject to clauses 2.2, 3.1 and 3.6 above.
  - 3.8.1. If you cancel an Application after we accepted your Application, a cancellation charge shall apply.

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

- 4.1. The MWP Service under this agreement shall remain active or in-service for a period not less than the contract term as set out in the Statement of Work, starting from the Service Commencement date. ("**Commitment Period**").
- 4.2. If the MWP Service was suspended from active service, the Commitment Period of the MWP Service will be extended by the period of suspension.

- 4.3. If we agree to any changes to the MWP Service requested by you (including any upgrade of service plan) or the renewal of the MWP Service plan, we are entitled to require the Commitment Period to be continue until its expiry or added to the new contract term in the event of service extension/renewal.
- 4.4. If you decrease the quantity of MWP Services during your Contractual Term, you will still be charged for the original quantity ordered at the commencement of the Contractual Term. You will not receive any refund.

## **5. Service Delivery**

- 5.1. You acknowledge and agree that the service delivery and undertaking of the MWP Service is subject to:
  - 5.1.1. availability of all required information, including detailed demarcation information and onsite contact information;
  - 5.1.2. availability of service, resources, access and the procurement of all relevant approvals at the time at which the MWP Service is requested or delivered;
  - 5.1.3. you, and your representative, cooperating with us in the installation and provisioning procedures;
  - 5.1.4. geographic and technical capacity of our delivery personnel at the time at which the MWP Service is requested or delivered; and
  - 5.1.5. lead-time for the MWP Service and/or the Equipment. Such lead- time will be determined by us in our discretion and may be changed by us.
- 5.2. We reserve the right not to provide the MWP Service on 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 3.3 above;
  - 5.2.3. we are unable to provide the MWP Service due to any of the reasons stated in clause 5.4 below;
  - 5.2.4. you do not agree to pay for additional charges that is not borne by us.
- 5.3. We may need to access your Premises for various reasons. You represent and warrant that you are the lawful owner or occupier of such Premises and that you have obtained all necessary consents, licenses and permits, and to provide us (including our employees, our contractors and their employees) safe access to your Premises.
- 5.4. We have the right to decline the MWP Service or impose such conditions (including the payment of any charges or reimbursement of expenses by you) as we may deem appropriate and defer the engagement or deliverables of the MWP Service to you until after all such conditions have been fulfilled if we are of the opinion that:
  - 5.4.1. costs, expenses or manpower resources which exceeds the amount usually required on the part of us for to deliver the MWP Service; or
  - 5.4.2. the delivery of MWP Service would result in (or likely to result in) or cause (or likely to

cause) us to provide any services which are not usual to, or are outside the scope of, our standard services.

- 5.5. We have the right to cancel or terminate the Application if you postpone, delay or do not respond to our request for service commencement beyond the Service Completion date in your Application. In such a case, the cancellation charge shall apply. You are therefore advised not to submit an Application if you are not available for us to engage you for the purpose of this agreement.
- 5.6. Deferment of Service Commencement date: You can defer the Service Commencement date given in your application form to your account manager up to a maximum of 7 days ("initial deferment period"). Thereafter we will proceed with the service. Subsequent request for deferment of Service Commencement date will not be allowed. You acknowledge that the Application will be cancelled, and the cancellation charge will be imposed, if you do not allow us to continue with the MWP Service after the initial deferment period.
- 5.7. MyRepublic warrants to Customer that the MWP Service will be provided in a professional manner in accordance with generally accepted industry standards. Customer's sole and exclusive remedy, and MyRepublic's sole and exclusive obligation, with respect to any failure to provide the MWP Service in accordance with the foregoing warranty is to re-perform the applicable MWP Services.
- 5.8. 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 our rejection of any application for the MWP Service.

## **6. Customer Responsibilities**

- 6.1. Customer shall pay for the MWP Service at the rate set out in the relevant SOW or otherwise agreed in writing by us. The rates are exclusive of any value added tax that shall be payable by Customer at the rate and in the manner prescribed by law.
- 6.2. Customer must use all reasonable measures to ensure to only use Equipment from the Vendor (where applicable). Customer's installation of certain software may require customer to have a qualifying base license on Customer's hardware unit. Customer must ensure that Customer has properly obtained the prerequisite software. Customer must retain all records related to the installation of software, and, upon request, will provide such records to MyRepublic for verification. Any falsification of such information provided to MyRepublic will constitute grounds for immediate termination of the MWP Service.
- 6.3. Customer must ensure sufficient quantity of Equipment from the Vendor to match (i) the quantities of the MWP Service provided to Customer; and (ii) the maximum number of users and/or devices that may access or use the MWP Service under relevant the customer agreement. You will promptly notify MyRepublic of any known or suspected failure to possess sufficient Equipment from the Vendor.
- 6.4. As and to the extent required by any law, Customer will (i) notify the individual users of the MWP Service that their personal data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities when required by applicable law as you or we determine; and (ii) obtain individual users' consent to the same
- 6.5. Customer acknowledges and agrees that:

- 6.5.1. any Equipment or network infrastructure needed to implement, receive and use the MWP Service must be procured and maintained at customer's own expense, unless expressly agreed otherwise in writing by MyRepublic;
- 6.5.2. with the acceptance of the SOW, Customer's use of the MWP Service is subject to the Customer License Agreement, a separate agreement between Customer and Vendor.
- 6.5.3. Vendor may take legal action directly against Customer in the event of a breach of the Customer License Agreement, and Customer must obtain and maintain, at Customer's expense, all licenses, waivers, or other approvals necessary for the Customer/End Users to use the MWP Service;
- 6.5.4. the MWP Service will only be utilised for its own internal use and will not resell or distribute the Services. Customer and MyRepublic may, at MyRepublic's sole discretion and as may be mutually agreed, enter into a separately negotiated agreement should Customer desires to re-sell or re-provide the Services;
- 6.5.5. it is responsible to comply with these MWP Service Terms, MyRepublic General Terms and any other terms subsequently imposed by MyRepublic in connection with the use of the MWP Service;
- 6.5.6. it is solely responsible for its use of the MWP Service. Customer warrants that no such use or conduct of Customer in relation to the MWP Service shall be unlawful (including without limitation interferences with, or disruption to, other network users, network services or network equipment) or prohibited by these MWP Service terms and Customer License Agreement, and that no such use or conduct shall infringe the rights of any third party (including without limitation, intellectual property rights or confidential information);
- 6.5.7. the technical means by which MyRepublic supplies the MWP Services is at MyRepublic's sole discretion;
- 6.5.8. in order to provide the MWP Service, MyRepublic/ Vendor personnel may access Customer's environment, either direct access onsite or through remote access from any network;
- 6.5.9. it must at all times subscribe for bandwidth as required by the MWP Service;
- 6.5.10. if it already has an existing account with the Vendor, it is responsible to provide MyRepublic with its account password for MyRepublic to perform the MWP Service;
- 6.5.11. it is responsible for properly configuring and using the MWP Service and taking steps to maintain appropriate security, access controls, protection and backup of Customer Content, which may include use of encryption technology to protect Customer Content from unauthorised access and routine archiving of Customer Content;
- 6.5.12. Account log-in credentials and private keys generated by the MWP Services are for Customer's internal use only and Customer may not sell, transfer or sublicense them to any other entity or person, except that Customer may disclose its private key to its agents and subcontractors performing work on behalf of the Customer;
- 6.5.13. it will ensure that none of the Customer Content or the End User's use of the Customer Content will violate MyRepublic/Vendor's acceptable use policy or applicable law;

- 6.5.14. Vendor shall have the right to Process the Customer Content, and Customer shall be responsible for obtaining the permission of such individuals whose personal data may form part of such Customer Content;
- 6.5.15. Customer shall (i) notify the End Users that their personal data may be Processed for the purpose of disclosing it to law enforcement or other governmental authorities when required by laws as determined by the Vendor or MyRepublic; and (ii) obtain End Users' consent to the same;
- 6.5.16. it will be responsible for the acts and omissions of any employees, agents or other persons whom it authorises, related to this Agreement, the Customer Content or use of the MWP Service;
- 6.5.17. it is responsible for End User's use of Customer Content and the MWP Service and will ensure that all End Users comply with Customer's obligations under this Agreement. It will ensure that the terms of its agreement with each End User are consistent with this Agreement. If Customer becomes aware of any violation of obligations under this Agreement by an End User, Customer will immediately terminate such End User's access to Customer Content and the MWP Services;
- 6.5.18. it will comply with all applicable laws including, (i) import, re-import, export and re-export control laws and regulations in relation to these Terms (including the U.S. export control laws); (ii) laws relating to data protection/privacy and confidentiality of communications. For clarity, Customer is solely responsible for compliance related to the manner in which the Customer chooses to use the MWP Service, including any transfer and processing of Customer Content to third parties and the region in which any of the foregoing occur. Customer is responsible for responding to any request from a regulatory authority or court regarding Customer's use of the MWP Service, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws;
- 6.5.19. any service levels offered by the Vendor or MyRepublic constitutes the sole and exclusive remedy for any breach relating to the performance of the MWP Service and the Customer waives its rights for further claims against the Vendor or MyRepublic in respect of performance of the MWP Service;
- 6.6. may only access customer data for the following periods under a MWP Service Contractual for:
  - 6.6.1. Contractual Term of less than a 12-month period: access to MWP Service assets is lost immediately at the date of cancellation.
  - 6.6.2. 12-month or longer Contractual Term: access to MWP Service assets is only available for up to thirty (30) days from date of expiry of the Contractual Term.
- 6.7. it is Customer's responsibility to ensure that appropriate steps are taken to back up their data before loss of data access.
- 6.8. Customer shall provide the Consultant with all information and help reasonably required by the Consultant and shall make available such of its own appropriately qualified staff as may be reasonably required to assist the Consultant with the performance of the Services, including:
  - 6.8.1. providing the Consultant with such computer facilities, and office facilities at the Premises as may reasonably be necessary to enable the Consultant to perform the MWP Service including suitably equipped accommodation and facilities for making



- telephone calls to and from the Consultant's offices in private;
- 6.8.2. providing full access to those areas of the Premises that are required for performance of the MWP Service; and
- 6.8.3. authorising the Consultant to have access to those computer systems to which it is reasonably necessary to have access for the provision of the MWP Services; and Customer shall take all reasonable steps to ensure the health and safety of the Consultant while they are at Customer's Premises.

## **7. Vendor**

- 7.1. The Customer acknowledges that the Equipment are provided by Vendor/s and resold by MyRepublic to the Customer ("On-supplied Services"). Such On-supplied Services shall be governed by the respective Vendor's Customer License Agreement which is an agreement between the Customer and the Vendor and to the extent permitted by law, MyRepublic shall have no liability whatsoever in respect of any On-supplied Services and that the Customer and the relevant Vendor shall have direct recourse to each other for the matters governed by such Customer License Agreement.
- 7.2. The Customer hereby accepts the terms of and shall comply at all times with the Customer License Agreement and shall provide a signed copy to MyRepublic or if permitted by Vendor accept such terms through an on-line click through process.
- 7.3. The Customer License Agreement may be amended from time to time. If Customer does not comply with or respond to a request from MyRepublic or the Vendor to accept or comply with, the Customer License Agreement, MyRepublic may cancel Customer's right to use the On-supplied Services.
- 7.4. Customer shall indemnify MyRepublic against all claims, losses and damages which MyRepublic, its affiliates, employees and representatives may incur in connection with Customer and End Users, use of the On-supplied Services in violation of applicable law or the relevant Customer License Agreement or Customer's non acceptance of the Customer License Agreement.
- 7.5. MyRepublic, acting in its capacity as authorised reseller of the On-supplied Services, will invoice Customer for the On-supplied Services.
- 7.6. The Customer acknowledges and agrees that the Vendor is a third-party beneficiary of Customer's right of use and may enforce the terms of Customer License Agreement, directly.
- 7.7. MyRepublic may be required to keep records of and provide details to the Vendor relating to Customer's use of the relevant On-supplied Services and Customer authorises MyRepublic to do so.
- 7.8. As at the date of publishing these terms, the Microsoft Customer Licence Agreement can be found here: <https://www.microsoft.com/licensing/docs/customeragreement>

## **8. Fees and Charges.**

- 8.1. Customer agrees to pay the fees and charges for the MWP Service as outlined in the quotation and/or the relevant Application form. If Customer exceeds the usage limits applicable to the MWP Service, Customer agrees to pay for the fees and charges for such additional usage. For any extension of a Term or the provisioning of an upgrade to the MWP Service, the then-current price will apply, unless otherwise mutually



agreed in writing by authorised representatives of the parties. MyRepublic may change the fees and charges for the MWP Service from time to time in our sole discretion. MyRepublic will notify Customer of any such changes.

- 8.2. Customer will be liable to pay interest on any overdue amount at the rate of 1.5% per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due, whichever is higher. Interest will accrue daily from the date payment became overdue until MyRepublic has received payment of the overdue amount, together with any interest accrued. Customer's obligation to make timely payment is a material element of these MWP Service Terms and if breached will cause damage to MyRepublic.
- 8.3. Any disputes of any part of an invoice must be informed by Customer in writing within seven (7) days, and we will promptly investigate the disputed amount. You must pay the remaining undisputed amount as per the due date of the invoice, and any disputed amounts agreed or determined as due no more than five (5) days after settlement of the dispute. If we made an error on your invoice, we will correct that error within (60) days. If you do not tell us within seven (7) days, you release us from all liability and claims of loss resulting from the error and we won't be required to correct the error or provide a refund, unless otherwise required by law.

## **9. Administration Access**

- 9.1. You must always grant MyRepublic and/or our appointed third-party provider administration access to your subscription(s) to allow MyRepublic to have Delegated Admin Privilege (DAP) on your behalf. Should administration access be removed either by you, whether directly or indirectly, or knowingly or unknowingly, you acknowledge that MyRepublic may, at its sole discretion and without notice to you, vary pricing or charge you any additional fees.
- 9.2. Delegated Admin Privilege (DAP) is necessary for MyRepublic to manage the MWP Service or subscription and to raise any support case with the Vendor on your behalf.

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

- 10.1. Unless otherwise stated, we provide 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.

## **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 MyRepublic network, or the networks of other internet service providers or Vendors, or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees), pandemics of infectious diseases or acts of terrorism.
- 11.2. Without prejudice to clause 11.1 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.

## **12. Indemnity**

- 12.1. You must indemnify us, our affiliates, employees, directors, agents and suppliers on a full indemnity basis against any and all losses, claims, damages, costs, charges, expenses (including legal costs and expenses), liabilities, demands, proceedings and actions resulting from your use of the MWP Service, your negligence, omission, act or breach of these MWP Service Terms and the Customer License Agreements.

## **13. Liability**

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

- 13.1.1. an act or omission of an underlying carrier, 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 MWP 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 clause 13.1 above, we make no warranty:
- 13.2.1. that the MWP 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;
  - 13.2.2. as to the accuracy, reliability or quality of any content obtained through the MWP Service or that defects in any software will be corrected; and

- 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 the Vendors, 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. 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.
- 13.7. 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 1977.

#### **14. Revision**

- 14.1. We reserve 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.

Updated and effective on 31 Aug 2022