

MyRepublic Email Guard Service – Specific Terms and Conditions

The MyRepublic Email Guard Service Specific Terms and Conditions (“Email Guard Service Terms”) set out the basis on which MyRepublic Broadband Pte. Ltd. (“MyRepublic”, “we”, “us” or “our”) will provide the MyRepublic Email Guard Service to the Customer.

These Email Guard Service Terms shall be read in conjunction with the MyRepublic Business General Terms and Conditions (“Business General Terms”). Unless otherwise defined in these Email Guard Service Terms, capitalised terms used herein shall have the meanings given to them in the Business General Terms.

In the event of any conflict or inconsistency between these Email Guard Service Terms and the Business General Terms, the order of precedence shall be as set out in the Business General Terms.

1. Definition and Interpretation

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

“Agreement” means the Service Application Form, these Email Guard Service Terms, the Business General Terms, and any other applicable MyRepublic policies, service level agreement, quotation, proposal, statement of work or written agreement agreed between the Parties.

“Business Hours” means Monday to Friday, excluding Singapore public holidays, from 9.00am to 6.00pm in Singapore, unless otherwise agreed in writing.

“Customer”, “you” and “your” mean the company, business or organisation that applies for and/or acquires the Email Guard Service from MyRepublic.

“Email Account” means an email mailbox, user account, alias, group mailbox or other email identity that is protected or intended to be protected under the Email Guard Service, as may be further specified in the Service Application Form.

“Email Environment” means the Customer’s email platform, domain, tenant, mail server, DNS records, email routing configuration, user directory and related systems or services, including but not limited to Microsoft 365, Google Workspace, or any other supported email platform.

“Email Guard Service” or “Service” means MyRepublic’s email security service made available to the Customer, which may include email threat prevention, anti-phishing, anti-malware, anti-spam, malicious URL and attachment protection, email security policy configuration, monitoring, reporting, support and related managed services, as further described in the Service Application Form, proposal, quotation, or applicable service description.

“Initial Term” means the minimum subscription term for the Email Guard Service stated in the Service Application Form, quotation or order form.

“License” means the right to use the applicable third-party email security software, platform, subscription, feature or service made available as part of the Email Guard Service.

“Service Commencement” means the date on which the Email Guard Service is activated, provisioned, made available for use, or deemed ready for use by the Customer, whichever is earlier.

“Third-Party Provider” means any third-party vendor, licensor, distributor, cloud service provider, email platform provider, software provider, data centre, carrier or supplier used by MyRepublic in connection with the provision of the Email Guard Service.

1.2. For the purposes of interpretation and construction of these Email Guard Service Terms:

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 these Email Guard Service Terms;

1.2.3. the 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, replaced or re-enacted from time to time.

2. Terms of Service

2.1. MyRepublic agrees to provide, and the Customer agrees to take and pay for, the Email Guard Service as set out in the Service Application Form, quotation, proposal, order form or other written agreement between the Parties.

2.2. The Email Guard Service is provided at the Customer's request, and the Customer accepts that it is responsible for ensuring that the Email Guard Service is suitable for its business, operational, technical, compliance and security requirements.

2.3. The Email Guard Service may be provided by MyRepublic through one or more Third-Party Providers. The Customer acknowledges and agrees that the Email Guard Service may be subject to the applicable terms, conditions, acceptable use policies, licence restrictions, service descriptions, usage rules and technical limitations of such Third-Party Providers.

2.4. The Email Guard Service is intended to reduce email security risks but does not guarantee that all threats, attacks, spam, phishing emails, malicious links, malicious attachments, data loss, unauthorised access, impersonation attempts or security incidents will be detected, prevented, blocked or remediated.

2.5. The Customer acknowledges that cybersecurity threats are constantly evolving and that no email security service, software, process or control can provide absolute protection against all threats.

3. Service Scope

3.1. Depending on the package purchased by the Customer, the Email Guard Service may include one or more of the following:

3.1.1. provisioning and activation of the applicable email security License;

3.1.2. onboarding assistance and initial configuration support;

3.1.3. DNS, mail routing, connector or tenant configuration guidance;

3.1.4. email threat prevention features such as anti-phishing, anti-malware, anti-spam, suspicious URL protection and attachment inspection;

3.1.5. email security policy setup based on standard recommended policies;

3.1.6. service monitoring and alert review;

3.1.7. monthly or periodic security reports, where applicable;

3.1.8. basic administrative support for the Email Guard Service;

3.1.9. incident review or escalation support related to email security alerts; and

3.1.10. such other services expressly stated in the Service Application Form, quotation, proposal, service description or written agreement.

3.2. Unless otherwise agreed in writing, the Email Guard Service does not include:

3.2.1. remediation of the Customer's compromised accounts, endpoints, servers, network, applications or systems;

3.2.2. forensic investigation, malware removal, endpoint cleanup or breach response services;

3.2.3. configuration or administration of the Customer's Microsoft 365, Google Workspace, mail server, domain hosting, DNS hosting or identity provider, except to the extent expressly stated in the agreed scope;

3.2.4. backup, restoration or recovery of emails, mailboxes, deleted data, files or systems;

3.2.5. legal, regulatory, audit, compliance or certification advice;

3.2.6. development of custom email security policies, custom integrations, scripts, connectors or workflow automation;

3.2.7. migration of email platforms, mailboxes, domains or tenants;

3.2.8. support for unsupported, end-of-life, misconfigured or non-standard email environments;

3.2.9. any service outside Business Hours, unless the Customer has purchased an applicable support plan that expressly includes such support; and

3.2.10. any other service not expressly included in the Service Application Form, quotation, proposal or written agreement.

3.3. MyRepublic may reasonably modify the technical method of delivering the Email Guard Service from time to time, including changes required for security, operational, vendor, platform, compliance or technical reasons.

4. Customer Responsibilities

4.1. The Customer shall provide MyRepublic with accurate, complete and up-to-date information required to provision, configure, operate and support the Email Guard Service, including but not limited to domain names, email platform details, administrator contact details, user counts, authorised contacts, technical contacts and billing contacts.

4.2. The Customer is responsible for ensuring that it has the necessary rights, permissions, approvals and authority to allow MyRepublic and its Third-Party Providers to access, configure, process, scan, analyse, route or otherwise handle the Customer's email traffic, email metadata, email content, domains, DNS records, mailboxes, tenants and related systems for the purpose of providing the Email Guard Service.

4.3. The Customer shall maintain valid licences, subscriptions, administrator access, email platform access, domain ownership, DNS hosting access, internet connectivity and all other systems, accounts or services required for the Email Guard Service to operate properly.

4.4. The Customer shall promptly perform any action reasonably required by MyRepublic to activate, configure, maintain or support the Email Guard Service, including approving access requests, creating administrator accounts, changing DNS records, updating mail routing rules, enabling connectors, whitelisting services, reviewing quarantined emails, providing logs and responding to support queries.

4.5. The Customer is responsible for managing its users, mailboxes, aliases, groups, distribution lists, administrator accounts and access rights, unless otherwise agreed in writing.

4.6. The Customer shall ensure that the number of Email Accounts or users protected by the Email Guard Service does not exceed the quantity of Licenses purchased. MyRepublic may charge the Customer for any additional usage, user, mailbox, account or License required.

4.7. The Customer shall not use the Email Guard Service for any unlawful, fraudulent, abusive, offensive, malicious, spam-related or unauthorised purpose, or in any way that may compromise the security, integrity, availability or reputation of MyRepublic, its Third-Party Providers, or any other person or organisation.

4.8. The Customer remains responsible for its own cybersecurity governance, policies, user awareness, password hygiene, access control, endpoint security, backup, disaster recovery, incident response, compliance and business continuity arrangements.

5. Third-Party Providers and Platform Dependency

5.1. The Customer acknowledges that the Email Guard Service may depend on Third-Party Providers, including email security vendors, cloud platforms, distributors, hosting providers, email platform providers and telecommunications providers.

5.2. MyRepublic shall not be liable for any failure, delay, interruption, degradation, suspension, termination, data loss, change in functionality, change in price, service limitation or security issue caused by or attributable to a Third-Party Provider, the Customer's Email Environment, the Customer's email platform, DNS provider, internet connectivity, or any system not owned or controlled by MyRepublic.

5.3. Where a Third-Party Provider changes, suspends or withdraws any software, service, licence, feature, support scope or technical requirement, MyRepublic may make reasonable changes to the Email Guard Service to continue providing the Service or to comply with such Third-Party Provider requirements.

5.4. The Customer agrees to comply with all applicable Third-Party Provider terms and licence restrictions notified to the Customer or made available by MyRepublic or the Third-Party Provider.

6. Service Commencement, Subscription Term and Billing

6.1. Service Commencement shall occur when the Email Guard Service is activated, provisioned, made available for use, or deemed ready for use by the Customer, whichever is earlier.

6.2. Billing shall commence from the Service Commencement date, regardless of whether the Customer has completed all internal setup activities, onboarded all users, changed DNS records, routed email traffic, or commenced actual use of the Email Guard Service.

6.3. Unless otherwise stated in the Service Application Form, quotation or order form, the Email Guard Service is provided on a recurring subscription basis for the Initial Term stated in the applicable order.

6.4. Charges for the Email Guard Service may include recurring subscription charges, one-time setup charges, onboarding charges, professional service charges, additional user charges, additional License charges, support charges and any other charges stated in the Service Application Form, quotation, proposal or written agreement.

6.5. If the Customer adds more Email Accounts, users, domains, features, support scope or Licenses during the Initial Term, MyRepublic may charge the Customer additional fees on a pro-rated basis or from the applicable activation date, as determined by MyRepublic.

6.6. Unless otherwise agreed in writing, all Charges are exclusive of GST and other applicable taxes.

7. Renewal, Suspension and Termination

7.1. Unless otherwise stated in the Service Application Form or agreed in writing, the Email Guard Service may renew automatically upon expiry of the Initial Term for successive renewal terms or on a monthly recurring basis, subject to the then-current Charges and terms.

7.2. If the Customer does not wish to renew the Email Guard Service, the Customer shall provide MyRepublic with written notice three months before the expiry of the Initial Term or applicable renewal term.

7.3. No Early Termination by Customer. The Customer may not terminate the Email Guard Service before the expiry of the Initial Term or any applicable renewal term, except with MyRepublic's prior written approval. If MyRepublic permits such early termination, or if the Email Guard Service is terminated before the end of the Initial Term or any renewal term for any reason attributable to the Customer, the Customer shall immediately pay MyRepublic the full amount of all remaining Charges for the unexpired portion of the Initial Term or renewal term, calculated based on the monthly recurring Charges payable from the effective date of termination up to the original contract expiry date, together with any Charges incurred up to the effective date of termination, deactivation charges, committed subscription charges, Third-Party Provider charges, unpaid License charges and any other amounts payable under the Agreement.

7.4. MyRepublic may suspend, restrict or terminate the Email Guard Service in accordance with the Business General Terms, including where the Customer fails to pay any Charges, breaches the Agreement, exceeds usage limits, misuses the Service, compromises security, or where suspension or termination is required by law, regulatory authority, or a Third-Party Provider.

7.5. Upon termination or expiry of the Email Guard Service, the Customer shall be responsible for making alternative email security, email routing, DNS, data retention, backup, reporting, archiving and operational arrangements. MyRepublic shall not be liable for any loss, disruption, email delivery failure, missed email, security incident or data loss arising from the termination or expiry of the Email Guard Service.

8. Data, Privacy and Security

8.1. In order to provide the Email Guard Service, MyRepublic and its Third-Party Providers may collect, access, process, transmit, store, analyse or scan certain information relating to the Customer's Email Environment, including email addresses, user details, domain information, email metadata, message headers, message content, attachments, URLs, security alerts, logs, reports and other technical or operational data.

8.2. The Customer represents and warrants that it has obtained all necessary consents, authorisations and rights required under applicable laws, including personal data protection laws, to allow MyRepublic and its Third-Party Providers to process such data for the purpose of providing, supporting, securing, improving, reporting on and administering the Email Guard Service.

8.3. MyRepublic will handle Customer data in accordance with applicable law, the Agreement and MyRepublic's Privacy Policy. The Customer acknowledges that Third-Party Providers may process data in accordance with their own applicable terms, privacy notices, data processing terms and security practices.

8.4. The Customer acknowledges that the Email Guard Service may involve the transfer, processing or storage of data outside Singapore, depending on the relevant Third-Party Provider, cloud platform, email platform, support location or service architecture.

8.5. MyRepublic does not guarantee that the Email Guard Service will identify, detect, quarantine, block, delete, restore or recover all malicious emails, spam emails, phishing emails, suspicious links, malicious attachments, impersonation attempts, business email compromise attempts, data leakage incidents or other security threats.

8.6. The Customer remains responsible for reviewing alerts, quarantined emails, released emails, blocked emails, policy exceptions, user-reported emails and any recommended action provided by MyRepublic or the Third-Party Provider.

9. Reports, Alerts and Recommendations

9.1. Any report, dashboard, alert, notification, recommendation or assessment provided as part of the Email Guard Service is provided for informational and operational purposes only.

9.2. MyRepublic does not warrant that any report, alert, dashboard, recommendation or assessment is complete, error-free, up to date, or sufficient to meet the Customer's legal, regulatory, audit, security, insurance or compliance requirements.

9.3. The Customer shall be responsible for deciding whether to act on any report, alert, dashboard, recommendation or assessment provided as part of the Email Guard Service.

10. Service Levels and Support

10.1. Unless a separate service level agreement is expressly agreed in writing, MyRepublic will provide the Email Guard Service on a commercially reasonable efforts basis.

10.2. Support requests must be submitted through the support channels notified by MyRepublic. The Customer shall provide all information reasonably required by MyRepublic to investigate and respond to support requests.

10.3. MyRepublic's ability to provide support may depend on the Customer providing timely access, logs, screenshots, administrator permissions, user details, affected email samples, message headers and cooperation from the Customer's email platform provider or other third parties.

10.4. MyRepublic shall not be responsible for any delay or failure to provide support caused by the Customer's delay, lack of access, incomplete information, third-party system issue, unsupported configuration or event outside MyRepublic's reasonable control.

11. Intellectual Property

11.1. All intellectual property rights in the Email Guard Service, software, platform, tools, documentation, reports, templates, service methodology, configuration approach, know-how and materials provided by MyRepublic or its Third-Party Providers shall remain owned by MyRepublic, its licensors or its Third-Party Providers, as applicable.

11.2. The Customer shall not copy, modify, reverse engineering, decompile, resell, sublicense, distribute, interfere with or attempt to gain unauthorised access to any software, platform, tool, system or service provided as part of the Email Guard Service, except to the extent expressly permitted in writing.

12. Disclaimer and Limitation

12.1. The Email Guard Service is provided on an "as-is" and "as-available" basis to the maximum extent permitted by applicable law, except as expressly stated in the Agreement.

12.2. MyRepublic does not warrant that the Email Guard Service will be uninterrupted, error-free, vulnerability-free, threat-free, free from false positives or false negatives, or that it will prevent all security incidents, cyberattacks, unauthorised access, data loss, business email compromise, fraud, phishing, spam or malware.

12.3. MyRepublic shall not be liable for any loss, damage, cost or expense arising from or in connection with:

12.3.1. emails, threats, malware, phishing attempts, spam or malicious content not detected, blocked or quarantined by the Email Guard Service;

12.3.2. legitimate emails incorrectly blocked, quarantined, delayed, deleted or marked as suspicious;

12.3.3. Customer misconfiguration, delayed configuration, incorrect DNS records, incorrect mail routing, unsupported setup or failure to follow MyRepublic's instructions;

12.3.4. compromise of the Customer's user accounts, administrator accounts, devices, networks, email platform, identity provider or systems;

12.3.5. failure of any Third-Party Provider, email platform, cloud platform, internet connection, DNS provider or system outside MyRepublic's reasonable control;

12.3.6. the Customer's failure to maintain backups, security controls, user awareness, incident response procedures or business continuity arrangements; or

12.3.7. any action taken or not taken by the Customer based on any alert, report, dashboard, recommendation or assessment provided as part of the Email Guard Services

12.4. Nothing in these Email Guard Service Terms limits or excludes any liability that cannot be limited or excluded under applicable law.

13. Confidentiality

13.1. Each Party shall keep confidential all Confidential Information received from the other Party in connection with the Email Guard Service, in accordance with the Business General Terms.

13.2. The Customer acknowledges that MyRepublic may share relevant Customer information with its Third-Party Providers, contractors, employees and representatives to the extent necessary to provide, support, secure, administer and improve the Email Guard Service.

14. Changes to the Email Guard Service Terms

14.1. MyRepublic may amend, update or replace these Email Guard Service Terms from time to time in accordance with the Business General Terms.

14.2. The latest version of these Email Guard Service Terms may be published on MyRepublic's website or otherwise made available to the Customer.

15. General

15.1. The Customer agrees that the Email Guard Service is a business service and is provided for business use only.

15.2. If any provision of these Email Guard Service Terms is found to be invalid, unlawful or unenforceable, the remaining provisions shall continue in full force and effect.

15.3. These Email Guard Service Terms shall continue to apply for so long as the Customer subscribes to, uses or receives the Email Guard Service from MyRepublic.