

Terms & Conditions – Business General

1. These General Terms & Conditions form the Agreement between the Subscriber and **SMARTCOM PTE LTD** ("Smartcom") and/or the relevant Affiliate providing the particular Service. Smartcom reserves the right to add or change the Service for certain products and services which may be used by the Subscriber.

Definitions & Interpretation

2. If there is any conflict or inconsistency between any provision of the individual specific terms & conditions and any provision of these General Terms & Conditions, such conflict or inconsistency will be resolved in a manner most favourable to Smartcom. However, if such conflict or inconsistency cannot be so resolved, the provisions of the Service specific terms & conditions will prevail over the provisions of these General Terms & Conditions.

"Act"	the Telecommunications Act or as applicable, the Media Development Authority of Singapore Act, as may be changed from time to time.
"Affiliate"	any related or associate company of Smartcom Pte Ltd including their successors, assigns, employees and agents.
"Agreement"	the agreement between the Subscriber and Smartcom Pte Ltd, its comprising the General Terms & Conditions, the Service specific terms & conditions (where applicable), any documents referred to in these Terms & Conditions, any Service Warranty applicable to the Service and any service agreement, application or order form, any other terms and conditions that the Parties may have agreed or accepted from time to time.
"Card"	A data SIM or other card and/or card number issued by Smartcom to the Subscriber which allows the Subscriber access to the Service.
"Charges"	all activation, connection, re-connection, subscription, usage, cancellation and administrative charges and other fees to be paid by the Subscriber for or relating to the Service or the Equipment. The Charges will be in accordance with the rates proposed or as mutually agreed in writing between the Subscriber and Smartcom.
"Content"	all information, text, sound, music, Software, photographs, videos, graphics, data, messages, links or other materials.
"Customer Service Support"	all forms of customer support provided by Smartcom including without limitation, via email service hotlines, live chat or social media.
"Equipment"	any equipment which Smartcom may provide, sell, lease or rent to the Subscriber, maintain for the Subscriber or which is otherwise

needed for the provision of the Service.

"IMDA"	Info-Communications Media Development Authority of Singapore, its successors and assigns.
"MDA"	Media Development Authority of Singapore, its successors and assigns.
"Minimum Period of Service"	such period as may be set out in the General Terms and Conditions, Service specific terms and conditions.
"Network"	all networks owned, maintained or operated by, and/or leased/licensed to Smartcom through which Smartcom provides the Service.
"Regulatory Authority"	IMDA or MDA or such other relevant body.
"Service"	any info-communications services (singular and plural), any other services (including, where appropriate, the cabling, construction and connection service in order that Smartcom may access the Services), products or applications which Smartcom provides to the Subscriber including any value-added features.
"Service Provider"	any third-party service provider involved in providing the Service to the Subscriber.
"Service specific terms & conditions"	the specific terms and conditions that Smartcom may impose in respect of any particular Service or in the press, manuals and handbooks accompanying the use of Equipment and/or Service, or any other adhoc promotional material for the Service
"SIM"	Subscriber Identification Module.
"Software"	any software programmes provided to Subscriber as part of or through the Equipment or Service, or which allows the Subscriber to access or use the Services, including any software upgrades or updates.
"Smartcom Intellectual Property"	all copyrights, patents, trademarks, tradenames, logos, service marks and other intellectual property or proprietary rights in or related to Smartcom, any Service, network, system, Software or Equipment.
"Smartcom Pte Ltd" or "Smartcom"	Smartcom or any of its Affiliates and includes their successors, assigns, employees and agents.
"Subscriber"	the person or persons including corporations, businesses and individuals who use or intend to use the Service (including his or its successors and permitted assigns) and anyone appearing to Smartcom to

be acting with that person's authority or permission.

"Taxes" any and all taxes, goods and services tax, duties, levies and other similar charges imposed under any law in respect of the provision of the Services or on any Charges or payment due from or payable by the Subscriber to Smartcom.

"Unauthorised Acts" any tampering, modification, removal, destruction and/or damage of or to the Network, unauthorised connection to the Network, including without limitation, such connections that cause interruption, disruption, congestion in and to the Network or any third party's networks or systems, or use of the Network for a purpose other than that of the reception of the Services according to the applicable terms and conditions governing the use of the Services.

Eligibility

3. The Subscriber must be an individual, a company, partnership or organisation incorporated or registered with the Accounting and Corporate Regulatory Authority of Singapore (ACRA) or such equivalent authority in the Country of incorporation or registration.

4. Smartcom reserves the right to decline acceptance of the Subscriber's application at their sole discretion. Smartcom will be deemed to have accepted the Subscriber's application if Smartcom has made available to the Subscriber regardless of any written acceptance, confirmation or agreement from Smartcom to the Subscriber or the Subscriber's actual use of the Service.

Service Fees

5. The Subscriber shall pay for the Services requested as set out in Forms A and B. For the avoidance of doubt, "Service" shall be deemed to include services by third parties on whose behalf Smartcom may be asked to bill. The Subscriber shall be fully liable to pay for the Service purchased, applied for and incurred under the Subscriber's account whether the Service is used by the Subscriber or any other party, regardless of whether the Subscriber had given express consent and/or knowledge to the other party.

6. The Subscriber shall pay to Smartcom either through GIRO, credit card or any other third party designated payment platform or such other method of payment decided by Smartcom.

7. The charges for the Service provided by Smartcom shall be based on Smartcom records or, where applicable, records supplied by another Service Provider as it sees fit. In the event of recurring charges, it shall apply for the full period for the next billing cycle.

8. Smartcom will send the Subscriber a bill at monthly intervals or more frequently if the usage exceeds or may exceed a preset limit, where applicable. All Charges are due as soon as the bill is issued payable per the payment date set out in it. Unless otherwise stated in the bill or elsewhere, all Charges are payable in Singapore dollars. In the absence of fraud or manifest error, each bill shall be construed as conclusive evidence against the Subscriber of the accuracy, completeness and truth of all matters stated in it. The Subscriber shall be responsible for paying all

Charges without any counterclaim, deduction, set off or withholding of the sums due and payable to Smartcom.

9. In the event of delay of payment after the payment, Smartcom shall be entitled to charge the Subscriber interest on the outstanding amount at 1.5% per month from the date the outstanding amount was due and payable and calculated on a daily basis or at such other rates as Smartcom may prescribe from time to time.

10. Smartcom may, at its discretion, allow certain Service to be paid through GIRO, credit or debit card. If Smartcom is unable to make the deduction or settlement with the Subscriber's bank or card company, Smartcom will not be liable to the Subscriber in any way and Subscriber must make payment for outstanding amounts in cash, cheque or bank draft immediately together with any administrative fees for the failed transaction. Smartcom may, at its discretion, terminate any such recurring method of payment at any time, at its discretion.

11. The Subscriber is responsible for all Taxes and if the Subscriber is required under any law to deduct or withhold any sum as Taxes imposed on any amount payable to Smartcom, the amount payable to Smartcom must be increased by such amount necessary to ensure that the Subscriber will receive a net amount equal to the amount which Smartcom would have received in the absence of any such deduction or withholding.

a. If the Subscriber is late in paying or do not pay a bill for any Service, Smartcom may, at its discretion, suspend, restrict or terminate any of the Services that Smartcom provides to the Subscriber and charge the Subscriber administrative fees and/or late payment interest or fee as set out above. In addition, Smartcom may, at its discretion, also require the Subscriber to pay on demand all sums due under any other agreements or accounts that the Subscriber has with Smartcom.

b. If a claim is made against the Subscriber for failure to pay any bill, the Subscriber shall be liable for all the legal fees (on an indemnity basis), administrative and other costs incurred where applicable.

c. Unless specifically stated in writing by the Subscriber, Smartcom reserves the right to utilise any payment of the Subscriber to be applied or allocated towards any outstanding amount for any Service in such manner, priority, order and proportion as Smartcom deems appropriate. If the Subscriber has more than one account with Smartcom and it may transfer any credit balance under one account to settle outstanding amounts due under another account.

12. Smartcom may, at its discretion, authorise its Affiliates to issue bills and collect payment of Charges and moneys on its behalf.

Deposit

13. Smartcom may, at its discretion, require a deposit as security for the performance of the Subscriber's obligations to Smartcom. Smartcom may, at its discretion, require the Subscriber to increase this deposit from time to time. The Subscriber cannot require Smartcom to apply this deposit in payment of any Charges. Smartcom may, at its discretion, use this deposit at any time as it deems appropriate to offset any outstanding Charges and any amounts due under any of the Subscriber's accounts with Smartcom. Any remaining balance will be refunded to the

Subscriber without interest after this Agreement is terminated and the Subscriber has paid all outstanding amounts due, accruing or payable to Smartcom. A deposit does not relieve the Subscriber from the Subscriber's obligations to pay any Charges, and it does not constitute a waiver of Smartcom's rights to suspend, disconnect or terminate any Service due to non-payment.

Subscriber's Covenants and Obligations

14. The Subscriber shall be responsible for the use of the Service under the account(s) and for any Content disseminated through the Subscriber's account(s).
15. If the Subscriber is using a third party's communication services or Equipment to access the Services, the Subscriber must obtain that party's permission before the Subscriber uses the services or Equipment.
16. The Subscriber shall:
 - a. provide accurate and complete information and inform Smartcom immediately of any changes in any particulars or information given to Smartcom in the application for the Service including but not limited to any changes in address and/or contact particulars;
 - b. continue to be responsible for and pay all Charges relating to the period of any suspension, interruption or loss of the Services whether due to the Subscriber's request or resulting from the Subscriber's default and any disconnection and/or re-connection Charges;
 - c. comply with all applicable laws, rules and regulations and any requirements or restrictions which Smartcom may or other Service Providers may impose on the use of the Services or any telecommunications system and Equipment;
 - d. comply with all instructions, notices or directions issued by Smartcom; and
 - e. take all reasonable steps to prevent fraudulent, improper or illegal use of the Service.
 - f. The Subscriber must not use or allow any part of the Service to be sub-leased or resold, or used to any person:
 - g. to transmit, post or solicit any Content which may be misleading, defamatory, offensive, indecent, objectionable or illegal, or which may cause annoyance, harassment, irritation, inconvenience or anxiety to anyone. This includes transmitting or posting junk mail, spam, chain letters, solicitations (commercial or non-commercial), bulk messages or distributing mail to any party who has not given permission to be included in the distribution. Spam emails do not have to be sent from the Subscriber's account or Network to violate this Agreement. Emails sent by or through a third party that advertises or otherwise directs traffic or links to the Subscriber's website or account shall be deemed as being sent directly by the Subscriber.
 - h. to forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message or employing any other method to disguise or mislead any user name or the source or quantity of the emails transmitted;

- i. to transmit, post or solicit any Content which may give rise to civil liability or otherwise violate any applicable laws, rules or regulations;
- j. to advertise, transmit, store, post, display or otherwise make available pornographic materials;
- k. to advertise, transmit, post, facilitate or solicit any Content, product or service that contains viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programmes;
- l. to make or attempt any illegal or unauthorised access to any part or component of the Services, the Network or any third-party equipment, accounts, systems or networks to which the Subscriber can connect through the Service directly or otherwise; or to carry out or attempt any activity that might be used as a precursor to an attempted system penetration (i.e. port, stealth, security or penetration scans or other information gathering activity) on its Service Providers' servers or network;
- m. to disrupt or undermine the security of the various networks and systems that are connected to the Service or violate the regulations, policies or procedures of such networks; This can include any failure to update software used on the Subscriber's account or website that is known to be vulnerable to malicious activity or exploitation;
- n. to collect and/or disseminate information about others or their email addresses without their consent;
- o. for any fraudulent, illegal or improper purposes or activities or to violate anybody's rights or in any way which may affect other users' enjoyment of or access to any Service or cause annoyance, harassment, irritation, inconvenience or anxiety to anyone, including advertising, facilitating, soliciting or otherwise engaging in ponzi schemes, pyramid schemes, denial of service attacks, pinging and mailbombing, fraudulently charging credit cards or pirating software;
- p. in any manner or for any purpose which may constitute a violation or infringement of the rights of any party including but not limited to their intellectual property, confidentiality, privacy or other personal rights;
- q. to be resold or otherwise provided to third parties without its prior written consent, whether for profit or not;
- r. to advertise, transmit, facilitate or otherwise make available any Content, product or service that is designed to breach this Agreement; and
- s. to engage in any activity, whether lawful or unlawful, that we determine, in its sole discretion, to be harmful to its customers, operations, reputation, goodwill or customer relations.

17. The Subscriber must not use or allow any part of the Services to be used for any activity which would or is likely to:
 - a. generate Network traffic in excess of reasonable and normal usage;

- b. cause congestion to the Network;
- c. cause a situation whereby other users are affected in their enjoyment and/or use of the Services; and/or
- d. cause any disruption, interference, interruption or degradation in the Network or the Services that Smartcom operates over the Network. The Subscriber acknowledges and agree that the restrictions contained in this paragraph are considered reasonable and necessary for the operation, management and maintenance of the Network. Nevertheless, if any of the restrictions, if taken together or separately, are held to be void or invalid for any reason, but would be held to be valid or effective if any part of its wording were deleted, that restriction shall apply with such deletions or amendments as may be necessary to make it valid and effective.

18. Where the Service is provided as 'free' or 'unlimited', the use of such Service shall be subject to their applicable terms and conditions and where applicable, Smartcom's fair use policy which refers to normal and reasonable use of the Service ("**Fair Use Policy**"). For example, an 'unlimited data plan' shall only apply to normal industry accepted use of the data and not other types of use, including but not limited to, video streaming, YouTube viewing, hot spotting, tethering as a dongle etc. If the Subscriber's usage exceeds the recommended Fair Use Policy within a day as determined by Smartcom in its absolute discretion, Smartcom reserves the right to suspend, restrict or terminate the Subscriber's access to the Services without any notice to the Subscriber until the end of the affected day and/or impose prevailing rates for such excess usage. The Subscriber acknowledges and agrees that such Fair Use Policy is necessary to ensure consistent and acceptable use of the Services and Network by all of the Smartcom's customers.

Security

19. The Subscriber must ensure the security and secrecy of the login identification, passwords, PIN or email or other accounts given to, chosen by or owned by the Subscriber. The Subscriber must ensure that these are not revealed to any third party. The Subscriber is solely responsible for all activities that occur under The Subscriber's login identification, password(s), PIN and/or the account, whether such activities were carried out with the Subscriber's express consent and/or knowledge or otherwise. Use of any login identification, password or PIN deemed by Smartcom, in its sole discretion, to be insecure shall be a breach of this Agreement.

20. Smartcom reserves the right to refuse, change or remove login identification, password(s) or PIN which Smartcom deems inappropriate or offensive.

21. If the Subscriber discovers or suspects any unauthorised use or disclosure of the Subscriber's login identification, password(s) and/or PIN or that the Subscriber's account security has been compromised, the Subscriber must immediately:

- a. inform Smartcom; and
- b. change the Subscriber's password(s) and/or PIN.

- 22. The Subscriber is advised to change the Subscriber's password(s), PIN or any other security identification regularly to protect the Subscriber's own security.
- 23. The security of the Subscriber's account, equipment, network and systems, including any Content stored, sent or received through these mediums, is the Subscriber's own responsibility. Smartcom expressly excludes its liability on the safety and security of any transmission.

Smartcom's Responsibilities

24. Smartcom may need to verify the accuracy of the information provided by the Subscriber including performing cross tabulations with external databases and information where necessary and the Subscriber voluntarily agrees to its verification of such information.

- a. Smartcom may with or without notice to the Subscriber:
 - i. do certain things which may affect all or any part of the Service including interrupting or suspending any part or all of the Service for operational reasons or because of an emergency. Smartcom will take best endeavours to restore the affected Service as quickly as Smartcom can and by such means as Smartcom deems appropriate;
 - ii. undertake any search or scan of the Subscriber's Content/data and system for such maintenance, security or policing purposes as Smartcom deems appropriate;
 - iii. undertake Network management and maintenance which may affect all or any part of the Service;
 - iv. manage and control access to the Network, notwithstanding that such access is a requirement or constitutes part of the Service; and
 - v. manage and control access to any data stored in the Network whether belonging to, provided, or stored by the Subscriber or otherwise notwithstanding that such access and storage of such data is a requirement or constitutes part of the Service.

b. Smartcom reserves the right to carry out any of the rights stated above in any manner deemed appropriate by it or its Affiliates and Smartcom shall not be liable to the Subscriber or any third party for the same.

Equipment and Software

25. Unless Smartcom agrees otherwise, the Subscriber must obtain and maintain at the Subscriber's own costs all necessary Equipment to access and use of the Service.

26. The Subscriber shall be responsible for the safe use of all Equipment. All Equipment used by the Subscriber to access the Service must be type-approved by the relevant Regulatory Authority or any party authorised by the relevant Regulatory Authority to do so and meet the relevant standards.

27. Smartcom may provide, sell, lease, rent or maintain the Equipment to or for the Subscriber under a separate agreement. The provision, sale, lease or rental of any Equipment is subject to stock availability.
28. The Subscriber must comply with all instructions, notices or directions issued by it or the relevant Regulatory Authority in respect of the installation, use or operation of the Equipment.
29. The Subscriber must keep the Equipment (which Smartcom leases or rents to the Subscriber or provides at a subsidised rate) in a suitable place and appropriate condition for the Equipment including any necessary electrical power supply. The Subscriber must also keep such Equipment in good condition in accordance with the guidelines, instructions or specifications given to the Subscriber, where applicable. Smartcom will always remain the owner of such Equipment unless otherwise agreed and shall be given to the Subscriber upon expiry of the Agreement. The Subscriber must not allow anyone to modify such Equipment without its prior written consent.
30. Unless otherwise agreed, the Subscriber is responsible for ensuring all equipment and software used by the Subscriber is compatible and may properly function and operate with the Service or the Equipment which Smartcom provides, sells, leases or rents to the Subscriber.
31. Unless specifically agreed in writing, Smartcom will not be responsible for any equipment not provided by, purchased, leased or rented from it. Smartcom will also not be responsible for any loss or damage caused by or as a result of the use of such equipment, whether in conjunction with any Service or not.
32. Unless specifically agreed in writing, any defect in any Equipment sold to the Subscriber will be covered under the relevant manufacturer's warranty only, and the Subscriber's sole and exclusive remedy for such defects shall be according to the terms of the manufacturer's warranty. Smartcom will not be responsible for any Equipment sold or any related hardware or Software comprised therein, or any loss or damage caused by or as a result of the use of such Equipment, hardware or Software, whether in conjunction with any Service provided by Smartcom.
33. Smartcom may sell or otherwise provide to the Subscriber Software or the Subscriber may access Software via the Service where applicable. Unless Smartcom agrees otherwise, the Subscriber shall, by its use and/or possession of such Software, be deemed to have accepted the following:
- The Subscriber undertakes not to copy, reproduce, translate, adapt, vary or modify the Software or to communicate the same to any third party without Smartcom/third party supplier's written consent;
 - The Subscriber undertakes not to remove, add to, change or otherwise tamper with any copyright notice, legend or logo appearing in or to the Software or the medium on which it resides; and
 - The Subscriber acknowledges that any and all copyright, trademarks and other intellectual property rights subsisting in the Software and all documentation and manuals relating to the Software remains Smartcom's property or the property of the third-party supplier.
34. The Subscriber agrees that:
- all Content, products or services transmitted or made available via the Service, is the sole responsibility of the person from which such Content, products or services originated;
 - Smartcom will not be liable in any way for any third-party Content, products or services which the Subscriber may access, use or acquire via the Service;
35. The Subscriber is solely responsible for all Content, products or services that the Subscriber transmits or make available via the Service or on any Smartcom Equipment;
36. Smartcom do not control any third-party Content, products or services which The Subscriber may access, use or acquire through the Services and Smartcom do not endorse or guarantee the accuracy, reliability, integrity, legality or quality of such Content, products or services;
- by using the Services, the Subscriber may be exposed to third party Content, products or services that may be defamatory, offensive, indecent, objectionable or illegal;
 - Smartcom may, at its discretion, and without notice to the Subscriber, refuse, remove, modify or deny access to any Content, products or services which the Subscriber transmits or makes available via the Service or on any Smartcom Equipment, including without limitation such Content, products or services that may be or are alleged to be defamatory, offensive, indecent, objectionable or illegal or may have infringed any party's intellectual property rights. Smartcom shall not be responsible for determining the validity of any allegations in this regard;
 - Smartcom may, at its discretion, deny access to or remove any third-party Content, products or services that may be defamatory, offensive, indecent, objectionable or illegal or may infringe/have infringed any party's intellectual property rights, without notice to the Subscriber; and
 - Without prejudice to the aforesaid, Smartcom may, at its discretion, refuse, remove, modify, deny access to, suspend or terminate any third-party Content, products or services which the Subscriber may access, use or acquire via the Service, without notice to the Subscriber, and Smartcom will not be liable to the Subscriber or any third party under any of paragraphs above.
37. Without prejudice to the paragraph above, Smartcom will not be liable in any way if the Subscriber encounter any problems with the goods and services that the Subscriber obtain from the advertisers, where applicable, or any third parties or through the Service. Smartcom assumes no liability or responsibility for the acts or defaults of such advertisers or third parties or for any non-delivery, non-performance or defects in any such goods and services by these advertisers and/or third parties.
38. In the event any Services are provided to the Subscriber on a free trial basis, the Subscriber agrees that upon expiry of the free trial period as specified in service agreement with the Subscriber, the full charges for that Service shall apply and The Subscriber shall be deemed to have notice of the charges applicable.

Indemnity

39. The Subscriber must indemnify Smartcom, its Affiliates, employees, directors and agents in full against all claims, damages, losses, liabilities, claims, costs, expenses, demands and actions resulting from the Subscriber's use of the Service, negligence, omission, acts or breach of this Agreement.

Liability

40. The Service is provided on an "as is" and "as available" basis and the Subscriber agrees that the use of Service or relying on any Content obtained through the Service is at the Subscriber's sole risk. Smartcom expressly disclaims 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 the Subscriber from Smartcom or through the Service will create any warranty not expressly set out in this Agreement.

41. Without prejudice to aforesaid paragraph, Smartcom makes no warranty:

- a. that the Service, the Software, any Equipment (which it provides, sells, leases or rents to the Subscriber), or any operation, maintenance and protection of the Network will not cause any harm to the Subscriber's equipment, software, systems or Content;
- b. as to the accuracy, reliability or quality of any Content obtained through the Service or that defects in any Software will be corrected; and
- c. that the Service and access to them are error free and uninterrupted or available at all times.

42. Except as set out in this Agreement, Smartcom expressly excludes all other liability Smartcom may have to the Subscriber, including all liability in contract, tort, negligence, misrepresentation, strict liability or statute. This exclusion applies for Smartcom's 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 Smartcom or any of these parties, and all their officers, employees, contractors and agents or anyone else to whom Smartcom or these parties are responsible ("the Relevant Parties") and whether it relates to anything caused by or resulting from anything any of the Relevant Parties does or omits to do or delays in doing (even if done, omitted or delayed wilfully, recklessly or negligently), whether or not it is contemplated or authorised by any agreement the Subscriber has with Smartcom.

43. Under no circumstances will Smartcom 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.

44. Under no circumstances will Smartcom or any of the Relevant Parties be liable for any lost profits, revenue, business or anticipated savings, loss of data, loss of Content or loss of use, even if such damages, losses, costs or expenses were caused wilfully, recklessly or negligently.

Limitation of Liability

45. If Smartcom or any of the Relevant Parties are liable to the Subscriber and cannot, for any reason, rely on the

exclusions of liability set out above then in no event will Smartcom's liability for damages, losses, costs or expenses suffered or incurred by the Subscriber and anyone else (whether in contract, tort, negligence, misrepresentation, strict liability or statute or otherwise) exceed:

- a. the lower of the Subscriber's preceding month's Charges applicable to the Service in question or S\$2,500/- for any event or for any series of connected events; subject to no more than; and
- b. the lower of the Subscriber's preceding 12 months' Charges applicable to the Service in question or S\$5,000/- in any 12 months period.
- c. The limitations and exclusions of liability in this Agreement shall not apply to any liability Smartcom or any of the Relevant Parties may have in respect of any death or personal injury resulting from Smartcom's negligence.

46. 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).

47. Smartcom or any Affiliate may perform any of its obligations or exercise any of its rights under this Agreement by itself or through Smartcom 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 Service and shall not be attributable to Smartcom in any way.

Intellectual Property

48. The Subscriber will not acquire any right in any and all Smartcom Intellectual Property and all such property will remain at all times with Smartcom.

49. The Subscriber shall not use or permit the use of any Smartcom Intellectual Property except for the purposes contemplated by the Service provided to the Subscriber or as permitted by Smartcom.

Conclusiveness of Records

50. In the absence of fraud or manifest error, all Smartcom records relating to the Service is conclusive evidence of the accuracy, completeness and truth of all matters stated in them.

Assignment

51. The Subscriber may not assign, novate or transfer any of the Subscriber's rights and/or obligations under this Agreement without Smartcom's prior written consent. Smartcom may assign, novate and/or transfer all or part of its rights and/or obligations under this Agreement to any party upon notice to the Subscriber.

Amendments, Changes & Cancellations

52. There may be a Charge if the Subscriber cancels or changes any order or Service.

53. Smartcom may from time to time change any of these Terms & Conditions and/or such other terms and conditions agreed or accepted by the Subscriber (including, without limitation, the tariffs, price plans, charges and payment terms). Smartcom may also from time to time withdraw, suspend, or change any of the Service. Smartcom endeavours, where reasonably practicable, to give

Smartcom reasonable advance notice of such changes. Smartcom will notify the Subscriber of such changes through written notice, electronic mail, bill, website or such other form as it may deem appropriate.

Force Majeure

54. Smartcom will not be liable for any delay or failure in performance under this Agreement resulting from matters beyond its reasonable 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, outages or disruptions whether planned or unplanned, faults, interruption or disruption of the Network or the networks of other Service Providers including and not limited to Starhub Ltd or of the Subscriber's equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving Smartcom's employees) or epidemics of infectious diseases.

55. Without prejudice to the above paragraph, the Services may occasionally be affected by interference caused by objects beyond Smartcom's control such as buildings, underpasses and weather conditions. Smartcom shall not be responsible for any interruption or disruption of the Service or if the Subscriber cannot access or use the Services.

Termination

56. If the Subscriber wishes to terminate any of the Services or this Agreement, the Subscriber must submit the termination request by completing and signing Smartcom's prescribed termination form. The Subscriber requests for termination will be processed by Smartcom's the next working day and the termination notice period will also commence the next working day. Unless the specific terms for the Services the Subscriber is using are different, this Agreement or the Services may be terminated by either party giving 3 working days' notice to the other party without assigning any reason.

a. If the Subscriber gives notice that ends during the applicable Minimum Period of Service or if Smartcom terminates the Services or this Agreement pursuant to the paragraph below:

i. there will be an early termination Charge and, where applicable, prorated Charges for the Services, Equipment and/or ancillary items and costs for the rest of the Minimum Period of Service; and

ii. The Subscriber will compensate Smartcom for any damages or losses Smartcom may suffer because of the early termination. In computing whether the Subscriber has complied with the Minimum Period of Service for a particular Service, Smartcom will not take into account any period for which that Service is suspended for any reason whatsoever.

b. In the event of any of the following:

i. The Subscriber breaches any of the terms and conditions of this Agreement or any other agreement the Subscriber has with Smartcom;

ii. The Subscriber becomes or threatens to become bankrupt or insolvent;

iii. The Subscriber is or has made any arrangement or composition with or assignment for the benefit of the creditors or go into either voluntary or compulsory liquidation or a receiver, trustee, judicial manager or administrator is appointed over any of the Subscriber's assets;

iv. The equivalent of any of the events referred to aforesaid under the laws of any relevant jurisdiction occurs to the Subscriber;

v. The Subscriber has provided incorrect, false or incomplete information to Smartcom;

vi. the requirements of the relevant Regulatory Authority or any other authority result in Smartcom having to stop providing any of the Service or to provide any of the Service in a manner which is unacceptable to Smartcom; or

vii. if the Subscriber is likely to create imminent harm (such as interruption, disruption, congestion or any Unauthorised Act) to the Network or any third party's networks or systems or provision of the Service, or defraud Smartcom, or is likely to create imminent harm or harass or are abusive to Smartcom's personnel, Smartcom may suspend or terminate all or any part of the Services or terminate this Agreement with 1 working day's notice without compensation and without prejudice to Smartcom's rights to damages for any breach by the Subscriber of this Agreement. If Smartcom suspects that the Subscriber is using or allowing any of the Services to be used for fraud, misconduct or any other illegal or improper purpose, Smartcom will refer this to the relevant authorities and comply with directions or guidelines issued by them, without notice to the Subscriber.

c. If and when the Subscriber makes good any breach or default, Smartcom may restore any suspended or terminated Services after the Subscriber has paid for any restoration or re-connection Charges and reimbursed Smartcom for its reasonable costs in suspending/terminating the Services.

d. If any of the Service is terminated:

i. all sums due, accruing due or payable to Smartcom in respect of that Service up to the date that Service is terminated will upon the termination of that Service become immediately due and payable;

ii. The Subscriber must immediately return to Smartcom all Equipment which have been leased or rented to the Subscriber in respect of that Service in good condition. Smartcom

will be entitled to charge the Subscriber all costs incurred in repossessing or acquiring replacement for any such Equipment which the Subscriber has failed to return to Smartcom or acquiring a replacement for any Equipment which is returned to Smartcom in a damaged or defective condition;

- e. Smartcom shall have the right to retain any of the Subscriber's Equipment which is used in respect of that Service and which are on Smartcom's premises until receipt of all sums due or accruing due or payable to Smartcom in respect of that Service; and
- f. The termination of this Agreement will not affect any accrued rights or remedies of either party against the other party.
- g. Smartcom will determine, in its sole discretion, on a case-by-case basis, the steps which are necessary to address any breach of this Agreement. Such steps include investigating any suspected or alleged breach of this Agreement, including obtaining information from the Subscriber, any complainant and the examination of Content on StarHub's server. Nothing contained in this Agreement shall be construed to limit its actions or remedies in any matter and Smartcom reserves at all times all rights and remedies available to us at law.
- h. Smartcom and the Service Providers shall not be liable for any damages, losses, costs or expenses of any nature suffered by the Subscriber or third party resulting in whole or in part from the exercise of its rights under this Agreement. By using the Services, the Subscriber agrees to waive and hold us and the Service Providers harmless from any claims relating to any action taken by us, including the conduct of an investigation, issuance of a warning, refusal, removal, modification or denial of access to Content, suspending or terminating the Services, or other appropriate action in relation to any suspected or alleged breach of this Agreement.

Notice

- 57. Without prejudice to the aforesaid paragraph, notices or bills to the Subscriber under this Agreement will be deemed given if sent by post, fax or email to the Subscriber's contact details in Smartcom's records or to the last known address available to Smartcom. If there is any change in these details, the Subscriber must inform Smartcom immediately in writing.
- 58. The Subscriber is deemed to have given consent to receive from Smartcom and its advertisers any offer and/or marketing/promotional information or notices (whether by way of letter, leaflet, pamphlet, electronic mail, phone messages or any other means of communication) relating to any of the Services or its advertisers' products or services from time to time unless the Subscriber notifies us otherwise, and such offers, information and notices shall not be deemed to be unsolicited.

Customer Support Service

- 59. The Subscriber acknowledges and agrees that responses from Smartcom may take longer due to high volumes of enquiries during peak periods. Smartcom reserves the right

to direct the Subscriber to other forms of customer support service, at its sole discretion and subject to the availability of resources.

Non-waiver

- 60. No failure or delay by Smartcom to exercise or enforce any of its rights under this Agreement will operate as a waiver of such rights nor will such failure or delay in way prejudice or affect Smartcom's right at any time thereafter to act strictly in accordance with its rights under this Agreement.

Confidentiality

- 61. The Subscriber must not use or disclose to any person any information (other than information that is or has become publicly available) relating to any of the Service which is acquired from or provided by Smartcom and/or any of its agents in connection with or in the course of the provision of any Service, except to the extent necessary to comply with the law, court orders or any regulatory authority.

Entire Agreement, Severability and No Third Party Rights

- 62. This Agreement contains the whole agreement between the Subscriber and Smartcom with respect to the subject matter herein and there are no agreements, understandings, promises, conditions or terms, oral or written, express or implied, including those the Subscriber may issue, concerning the subject matter herein which are not merged into this Agreement and superseded thereby.
- 63. If any provision of this Agreement is held to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall not be affected.
- 64. A third party has no right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act (Cap. 53B) and the consent of any third party and Smartcom's Affiliates is required for the variation, rescission or termination of this Agreement.

Applicable Laws

- 65. The laws of Singapore will govern this Agreement. Any service processes or judgment may be given to the Subscriber shall be valid in the same way as notices prescribed under this Agreement.
- 66. This Agreement is subject to the Act and any applicable subsidiary legislation, rules or regulations. It is also subject to any directives and orders of the relevant Regulatory Authority.
- 67. Any action or proceedings may be brought and enforced in the courts of Singapore or any other jurisdiction where the Subscriber or any of the Subscriber's property may be found and Subscriber irrevocably submits to the jurisdiction of such courts in respect of any action or proceedings against or involving the Subscriber relating to this Agreement. Either party may also refer any dispute relating to the Service to the Small Claims Tribunal and/or arbitration.

Personal Data Protection Policy

- 68. The Subscriber confirms that the Subscriber has read and understood Smartcom's Personal Data Protection Policy, which may be found at its website.

Subscriber's Communications

69. Smartcom reserves the right to monitor any electronic messages sent or received by the Subscriber if required to do so by law, governmental authority or with the Subscriber's consent. Smartcom may, however, monitor its service electronically to determine that Smartcom's Service and Network are operating satisfactorily. Smartcom will not intentionally disclose the Subscriber's online communications or activities, including but not limited to, Subscriber's account information, a transmission made using Smartcom's Network or a website, except to comply with a court order, subpoena, statute, regulation, or governmental requests or direction, where necessary to protect Smartcom and others from harm, or where necessary for the proper operation of Smartcom's Service and Network.

~~END~~

The Terms and Conditions are updated as at 1 January 2017

SMARTCOM PTE LTD