

## **Specific Terms and Conditions for Singtel myBusiness**

### **1. Definitions and Interpretation**

1.1 In these Terms and Conditions, the following words and expressions shall have the following meanings:

“Acceptance” or its derivatives means the Customer’s indication of acceptance of all related terms and conditions associated with the Service, including but not limited to the Singtel General Terms and Conditions, Singtel Billing Terms and Condition, Singtel myBusiness Specific Terms and Conditions and any other applicable Specific Terms and Conditions.

“ACA” shall mean the physical Application cum Agreement

“Customer” shall mean any person who applies or subscribes for or utilizes the Service.

“Customer Registration Web Form” means the form prescribed by Singtel and used by the Customer to subscribe for the Service.

“Date of Service Required” means the date on which the Customer wishes for the Service to commence.

“End User” means any person(s) authorized by the Customer to utilize SaaS available on the Service

“General Terms” means Singapore Telecommunications Limited’s General Terms and Conditions of Service.

“SaaS” means Software as a Service, a software application delivery model where a software vendor develops a web-native software application and hosts and operates (either independently or through a third-party) the application for use by end customers over the Internet.

“Service” means the service known as Singtel myBusiness, which is a service delivery network provided by Singtel to be used for the purchase, management and/or access of SaaS by the Customer at URL: <https://mybusiness.singtel.com>.

“SRCA” shall mean the physical Service Request cum Agreement.

“Terms of Use” means the terms of use governing manner of use of Singapore Telecommunications Limited’s websites.

“Work” means any work the Customer requests Singtel to perform in relation to the Service including, without limitation, any Service provisioning.

1.2 The words and expressions used in these Specific Terms and Conditions, which are defined in the General Terms and Terms of Use but are not defined in these Specific Terms and Conditions, shall have the same meanings as defined in the General Terms unless the context otherwise requires.

1.3 The headings or titles to the Clauses in these Specific Terms and Conditions are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Specific Terms and Conditions.

### **2. Commencement and Duration of Service**

2.1 The Service shall commence on the date the Service is provisioned by Singtel, subject to Clause 1 of Terms of Use and activation of the said account.

### **3. Termination**

3.1 For Customers who have subscribed for the Service, Singtel or the Customer may terminate the Service by giving to the other not less than thirty (30) days’ prior written notice.

3.2 Upon termination, all subscribed SaaS, paid or otherwise, shall be terminated and all data and user accounts will be removed and deleted.

### **4. Fees and Charges**

4.1 Fees and Charges shall be applicable should the Customer purchase any SaaS on the Service. This shall equally apply to any person(s), namely administrators, who granted rights to purchase any SaaS on behalf of the Customer.

4.2 Purchase of SaaS is only available to Customers who has a Singtel billing account and a Singapore registered business entity.

4.3 For avoidance of doubt, End Users are not allocated rights to purchase any SaaS found on the Service.

### **5. Service Requirements and Limitations**

5.1 The Customer acknowledges that Service availability is subject to:

(a) technical capability of the Singtel network and of Singtel’s delivery systems at the time at which the Service is requested or delivered; and

(b) provisioning time that is required by Singtel to provide the Service.

5.2 The Customer shall ensure that all Customer-provided equipment on its premises that connects to the Service will perform according to published technical specifications for such equipment and Singtel's interface and other specifications for the Service.

5.3 The Customer acknowledges that:

(a) it must procure and maintain at its own expense any equipment, software, operating conditions and/or specifications needed to implement, receive and/or use the Service, unless Singtel expressly agrees otherwise in writing; and

(b) the technical means by which Singtel supplies the Service is at Singtel's sole discretion.

5.4 The Customer shall not:

(a) through the use of the Service infringe Singtel or any third party's copyright or other intellectual property rights pertaining to the information or resources available nor shall the Customer retain such information or resources for re-use in any computer system or otherwise; and/or

(b) use the Service to access information or resources which are private to individuals and/or organisations unless permission to do so has been granted by the owners or holders of the rights to such resources and information.

5.5 If the Customer reports a fault and, following investigation by Singtel, either no fault is found or Singtel determines that the fault is not with the Singtel network or Singtel Equipment, then Singtel may charge the Customer a fee for the fault report at Singtel's then prevailing rate.

5.6 The Customer shall ensure that the Service supplied under this Agreement is only used for Customer's own consumption within its own organisation and that it will not re-supply the Service to its own customers or any third parties, unless stated otherwise by Singtel. In the event that the Customer breaches this clause, Singtel may terminate the Service and all SaaS associated with the Customer's account, immediately without any liability to Singtel whatsoever, including in damages or otherwise. Singtel reserves the right to also seek compensation from the Customer in respect of any loss and damage incurred.

5.7 The Customer shall be solely responsible for the use and consequences of the Service and for any content, information, data or the like stored by the Customer, in or disseminated through any Customer account(s). For avoidance of doubt, Customer account(s) includes any and all accounts assigned by the Customer.

5.8 In no event will Singtel be responsible to the Customer or any other parties for any loss, corruption, destruction or alteration of any content, data, information or the like stored by the Customer via the Service.

5.9 Singtel may, at any time and without any notice, temporarily suspend the Service for operational reasons such as repair, maintenance, upgrade or improvement of the Service or because of an emergency. Singtel will restore the Services as soon as reasonably practicable. Singtel may also modify the Services in order to keep pace with the prevailing demands and technological developments, at its discretion and without any notice to Customer.

5.10 The use of the Service is subject to any instructions, notices and directions of Singtel as may be given from time to time.

## 6. Service Provision

6.1 Singtel shall charge for all Work at Singtel's then prevailing rate, where applicable.

6.2 Singtel reserves the right not to accept or not to proceed with any application for Work if:

(a) the application (fax-in copy ACA Form or SRCA Form or Customer Registration Web Form) submitted by the Customer and received by Singtel is not duly completed, signed and company stamped as necessary; and/or

(b) Singtel considers it is unable to perform the Work due to non-availability of resources.

6.3 In addition to the Fees and Charges in Clause 3 of the General Terms, a surcharge shall be payable for any Work on public holidays, the eve of public holidays, or outside the following hours:

|                  |                 |
|------------------|-----------------|
| Monday to Friday | 8.30am - 6.00pm |
| Saturday         | 8.30am - 1.00pm |

6.4 If Singtel commissions the Service and the Customer's facility subsequently deteriorates to a level below the specifications and operating conditions advised by Singtel, then the Customer shall rectify the situation forthwith to meet the specification.

## 7. Consent to Use and Disclose Information and Data

7.1 The Customer agrees that Singtel shall be entitled to use or disclose any information or data disclosed by the Customer in accordance with Clause 15 of the General Terms located at the Singtel website at [www.singtel.com](http://www.singtel.com). The Customer is entitled to withdraw such consent in the procedure as prescribed by Singtel from time to time.

## 8. General

- 8.1 The Customer acknowledges and agrees that the Service may include third party software and/or other related items to which the Customer agrees to bear any and all risk in respect of any use by it thereof or reliance upon any results or data produced thereby. Singtel makes no warranty or representation whatsoever in relation to any component of the Service and specifically disclaims any and all express or implied warranties (including any warranty as to non-infringement, satisfactory quality and/or suitability for purpose etc) in relation therewith to the maximum extent permissible by law. Accordingly, the Customer shall not make any claim whatsoever against Singtel or any of its related corporations that is howsoever based on any use by such Customer of any component of the Service hereunder.
- 8.2 The Customer shall, at all times, be bound by and shall fully observe and comply with any and all third party terms and conditions of use ("Third Party Terms") whether or not attached to these Specific Terms, including any variations and/or amendments thereto, that is howsoever and/or whensoever notified to the Customer by such third party or by Singtel. The Customer acknowledges and agrees that it shall be a condition for the Service to be rendered or continue to be rendered (as the case may be), for the Customer to agree to and be bound by and to fully observe such Third Party Terms.
- 8.3 Without prejudice to the foregoing, the Customer acknowledges and agrees that the Customer is responsible for ensuring that any terms and conditions of use of the Service are brought to the attention of, and complied with by, any person that the Customer permits or allows to use the Service.
- 8.4 This Agreement may be terminated forthwith by Singtel if the Customer's use, content or conduct in relation to the Service deemed unlawful including, without limitation, fraud, invasion of privacy, illegal pornography, obscenity, defamation or interference with, or disruption to, other network users, network services or network equipment.
- 8.5 The Customer shall be bound by and shall fully observe and comply with all the General Terms as well as such other terms and conditions as may be agreed or Accepted by the Customer. The rights and protections conferred on Singtel under these Specific Terms and Conditions shall be additional to the rights and protections conferred on Singtel under the General Terms and any other terms and conditions agreed or Accepted by the Customer.
- 8.6 Any Clause in the General Terms, these Specific Terms and Conditions, or any other terms and conditions as may be agreed or Accepted by the Customer, that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other Clauses, which Clauses shall continue to be valid and enforceable to the fullest extent permitted by law.
- 8.7 The Service provided by Singtel under these Specific Terms and Conditions may not be re-sold or otherwise re-provided by the Customer to any other person(s) whomsoever. In the event that the Customer desires to re-sell or re-provide the Service, the Customer and Singtel shall enter into a separately negotiated agreement prescribed for the same by Singtel containing the terms and conditions for such a re-sale or re-provision.

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