

**GENERAL TERMS AND CONDITIONS OF WIRELINE CONNECTION SERVICE**

Unless specifically excluded by agreement in writing, the following provisions shall be incorporated into any agreement ("the Agreement") for the supply of Wireline Connection Service between 1-Net and the Customer.

**1. DEFINITIONS**

Unless the context otherwise requires:-

- (a) "1-Net" means 1-Net Singapore Pte Ltd;
- (b) "1-Net Equipment" means 1-Net's equipment for the provision of the Service which includes the NTU, the access port on the ATM switch and the ATM switch itself;
- (c) "Commencement Date" means the date of commencement of the Service;
- (d) "Confidential Information" means any information disclosed from one party to another pursuant to and/or in connection to the Agreement including, but not limited to, the terms and conditions of the Agreement and technical information relating to the Service and the 1-Net Equipment (whether orally or in writing and whether or not such information is expressly stated to be confidential and marked as such) but shall exclude the End User Service Information;
- (e) "Customer" means the subscriber for the Service;
- (f) "Telco services" means the services provided by Singapore Telecommunication Ltd ("SingTel") and/or StarHub Pte Ltd ("StarHub") which shall include the installation and maintenance of Circuits, provided by SingTel and StarHub.
- (g) "End User Service Information" or "EUSI" means all information which 1-Net obtains as a result of the Customer's use of the Service and includes, but is not limited to, information on the Customer's usage patterns, the service or equipment used, telephone numbers, network configuration and Customer's billing name, address and credit history;
- (h) "Intellectual Property Rights" means any or all of the trademarks, trade names, patent, copyright or other industrial or intellectual property right subsisting in the territory;
- (i) "NTU" means the network terminating equipment provided by 1-Net;
- (j) "Outage" means disruption or stoppage of the connectivity from 1-Net's network to the Customer's network;
- (k) "Service" means the Wireline Connection Service provided by 1-Net through its ATM network and configuration of virtual connections between 1-Net's core ATM switches and the Customer's ATM switches;
- (l) "Singapore One" means the broadband network set up and maintained by 1-Net; and
- (m) "Works" means the works to be done by the Customer to enable it to access the Service, including, but not limited to, installation of connections to the Service.

**2. CONDITIONS PRECEDENT**

Provision of the Service and the commencement thereof is conditional upon:-

- (a) the Customer's written acceptance of 1-Net's proposal for the Service (which date of acceptance thereof shall hereinafter be referred to as "Acceptance date"); and
- (b) the completion of the Works by the Customer which shall be a date no later than three (3) months from the Acceptance date; and
- (c) the Customer signing up for the required Telco services and its acceptance of the Telco's terms and conditions in respect of such services; and
- (d) the Customer providing the fibre patch cord to be used from the fibre termination point (at the Telco's termination point within the Customer's premises) to the Customer's equipment Provided Always that in the event 1-Net needs to deploy any 1-Net Equipment within the Customer's premises (including, but not limited to, a NTU), 1-Net will provide a 10m fibre patch cord from the fibre termination point to the 1-Net Equipment and if a longer length of cable is required, the fibre patch cord shall be provided by the Customer; and
- (e) the Customer providing at his its own expense, all necessary facilities, resources and any other thing whatsoever necessary for the proper installation, operation and maintenance of the Service and/or the equipment required for the Service, including, but not limited, to, power points, electricity supply, conduits, pipes, rights of access, relevant licences, rights of way or rights of easement. Any specific requirements or installation standards of the Customer shall be the sole responsibility of the Customer and shall be undertaken by the Customer at its own costs and expense.

**3. CANCELLATION**



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- 3.1 The request for the Service by the Customer shall be deemed cancelled and 1-Net shall be released from any obligations under the Agreement in the event:-
- (a) any of the conditions as listed in Clause 2(b) to (e) is not fulfilled: or
  - (b) the Customer cancels the request for the Service at any time after the Acceptance date but before the completion of the Works.

- 3.2 In the event that the Service is cancelled or deemed cancelled under the terms of Clause 3.1, the Customer shall be liable to pay to 1-Net a cancellation charge of S\$1,000.00 which shall be payable on demand. The aforesaid cancellation charge does not include any other cancellation charges of third parties which shall also be payable by the Customer on demand.

**4. TERM AND MINIMUM TERM**

- 4.1 The term of the Agreement ("the Term") shall be as stated in the proposal given by 1-Net.
- 4.2 The minimum period of subscription for the Service shall be as stated in the proposal given by 1-Net or if not stated, the period of twelve (12) months ("the Minimum Term").
- 4.3 The Customer acknowledges and agrees that in view of the high set up costs for the Service, in the event that the Service is for any reason whatsoever terminated before the expiry of the Minimum Term, the Customer shall be liable for to pay the following charges:
- For connections that is 155Mbps and above, the Customer shall be liable to pay 50% of the Service Charge for the balance period of the Minimum Term, such payment to be made on or before the effective date of termination;
  - For connections that is below 155 Mbps, the Customer shall be liable to pay 100% of the Service Charge for the balance period of the Minimum Term, such payment to be made on or before the effective date of termination.

**5. THE CUSTOMER'S OBLIGATIONS**

- 5.1 The Customer shall :-
- (a) be solely responsible for the set-up or configuration of its equipment for access to the Service.
  - (b) comply with all notices, directions or instructions given by 1-Net from time to time in respect of the use of the Service including, but not limited, to the guidelines as stated in 1-Net's Acceptable Use Policies as set out in 1-Net's web page, the contents of which is subject to change at 1-Net's sole discretion;
  - (c) be solely responsible for obtaining, at its own cost, all licences, permits, consents, approvals and intellectual property rights as may be required for using the Service;
  - (d) be solely responsible for all information retrieved, stored and transmitted through the Service by it;
  - (e) not intentionally attack 1-Net's network system and/or the Service, nor create or cause a situation whereby other subscribers are affected in their enjoyment and/or use of the Service;
  - (f) not use 1-Net's network system and/or the Service to cause harm to any third party including, but not limited to, circumvention of user authentication or security of any host, network or account, and not to launch a technical attack on other users of the Service or other Internet service providers.
- 5.2 The Customer undertakes :-
- (a) to comply with and shall not contravene all applicable laws, regulations and directives including, without limitation, the Telecommunications Act and the Infocomm Development Authority of Singapore Act (including any regulation made pursuant thereto and any terms and conditions of any licence granted to 1-Net by the Infocomm Development Authority of Singapore) and shall indemnify 1-Net from any liability in respect of any non-compliance of such laws, regulations, directives, terms and conditions;
  - (b) where it is an individual, not to allow any other person to use the Service and where it is a corporation, not to allow any person other than its authorised persons to use the Service;
  - (c) not to share the Service with any person without the prior written approval of 1-Net and shall use the Service strictly for its own use only;
  - (d) not to resell the Service or any part thereof or any connectivity to Singapore One to any third party unless with the prior written approval of 1-Net;
  - (e) that it shall be solely responsible for ensuring that in using the Service, all the terms prescribed by Infocomm Development Authority of Singapore for the use of any telecommunications systems, service or equipment shall be at all times complied with



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and shall indemnify 1-Net from any liability in respect of any non-compliance of such terms.

**6. SECURITY**

- 6.1 As information transmitted through the Internet and Singapore One in general is not confidential, 1-Net cannot and does not guarantee the privacy or protection of the Customer's information. 1-Net shall not be liable for any loss or damage incurred by the Customer or third parties through the use of the Service, whether by the Customer or by any other person.
- 6.2 The Customer acquires no rights to any ATM address or IP address, circuit reference and any codes assigned to it by 1-Net and 1-Net reserves the right to change or re-assign the same to another customer at its sole discretion without being liable to the Customer for any damages or losses suffered.
- 6.3 Unless otherwise stated in the scope of the Service, 1-Net does not and will not perform system backups on information stored within its system. 1-Net is not responsible or under any obligation to provide historical data.
- 6.4 The Customer agrees to immediately notify 1-Net (for 1-Net's informational purposes only) of any unauthorised use of the Customer's account or any other breach of security known to the Customer. It is acknowledged and agreed by the Customer that 1-Net is not obliged to take any action in respect of such unauthorised usage or breach of security.

**7. TERM AND TERMINATION**

- 7.1 Without prejudice to any rights to which it may be entitled (including, but not limited to, the right to the payment referred to in Clause 4.2), 1-Net may terminate the Service immediately by giving written notice to the Customer, if:-
  - (a) the Customer fails to pay 1-Net by the due date any sums due and owing to or any deposit required by 1-Net under the Agreement; or
  - (b) the Customer in the sole opinion of 1-Net fails to perform any of its obligations or commits any other breach of the Agreement and (if such breach is remediable) fails to perform or to remedy such breach within fourteen (14) days of the Customer being notified of such breach; or
  - (c) if the Customer has at any time provided any false or incomplete information to 1-Net.
- 7.2 Either party may terminate the Service by giving at least thirty (30) days advance written notice to the other party Provided Always that if the Customer terminates the Service before the expiry of the Minimum Term, the Customer shall be liable for the payment referred to in Clause 4.3 above.

**8. FEES AND CHARGES**

- 8.1 The Customer shall make payment(s) for the provision of the Service including all charges, fees or rental howsoever called (collectively referred as "the Service Charge") at the rates prescribed by 1-Net in its proposal for the Service.
- 8.2 The Service Charge does not include charges for the fibre lease, the installation of the Customer's equipment or other set up cost. Unless otherwise specified in the proposal given by 1-Net, the Service Charge also does not include charges for Internet access.
- 8.3 1-Net shall invoice the Customer the Service Charge on a monthly basis in advance and the Customer shall pay the Service Charge by the due date specified in the invoice without deduction and demand. The invoice shall contain a statement of charges for the Service and any other charges which 1-Net has disclosed in advance to the Customer.
- 8.4 The Customer shall only be charged for specific services and/or equipment which the Customer has ordered.
- 8.5 Payment of the Service Charge shall be in Singapore Dollars unless otherwise agreed in writing by both parties.
- 8.6 In default of payment of the Service Charge or any part thereof or any other sum payable under the Agreement which shall have become due for thirty (30) days, whether payment shall have been demanded or not, the Customer shall pay interest at the rate of 2% per month from the due date until payment is made without prejudice to any other rights of 1-Net in law or under this Agreement.



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8.7 Without prejudice to any other rights and remedies at law or under this Agreement, 1-Net may suspend provision of the Service for such period that any Service Charge or part thereof or any other sum payable to 1-Net under the Agreement is unpaid after falling due.

8.8 The Customer shall pay any applicable Goods and Services Tax, imposition, duty, levy whatsoever ("the taxes") which from time to time may be imposed or charged by any government, statutory or tax authority in Singapore on or calculated by reference to the amount of any sums received or receivable by 1-Net for the provision of the Service and the Customer shall pay all such taxes within seven (7) days of demand by 1-Net for the same.

**9. CUSTOMER'S EQUIPMENT**

9.1 During the Term, 1-Net shall be entitled to a lien on all of the Customer's equipment stored at 1-Net's premises for any unpaid Service Charge.

9.2 If any Service Charge remains unpaid upon the termination of the Agreement for any reason whatsoever, 1-Net shall be entitled to sell or otherwise dispose off all or part of the Customer's equipment stored at 1-Net's premises at such price or in such manner as 1-Net in its absolute discretion deems fit and to apply the proceeds of such sale against any unpaid Service Charge.

9.3 All the Customer's equipment stored at 1-Net's premises shall be at the Customer's own risk and the Customer shall maintain at its own costs and expenses adequate insurance over the said equipment. The Customer shall produce for inspection the relevant policy or policies of insurance together with receipts in respect of premiums paid under such policy or policies as and when required to do so by 1-Net.

9.4 In the event 1-Net is obligated under a lawful government requirement or by a order of a court of competent jurisdiction, 1-Net may allow a person duly authorised under such government requirement or court order to have access to the Customer's equipment which are stored at 1-Net's premises and to the contents therein. 1-Net shall use all reasonable endeavours to give notice to the Customer of such government requirement or court order prior to granting access to the Customer's equipment and to the contents therein.

**10. WARRANTY**

10.1 1-Net warrants that the Customer shall be entitled to receive the benefits under the Service Level Guarantee (annexed herewith) subject to the terms and conditions specified therein.

10.2 1-Net does not warrant the due performance of the Telco's services or any other incidental services provided by other service providers which may affect the connectivity between 1-Net's network and the Customer's network.

**11. LIABILITY**

11.1 1-Net shall not be liable for any loss or damage to the Customer's equipment, whether stored at 1-Net's premises or at the Customer's premises or at any other place.

11.2 Notwithstanding any provisions in the Agreement, 1-Net shall not be liable to the Customer for any incidental, indirect, special and consequential loss or damages whatsoever, including, but not limited to, loss of revenue, profits, contracts, business or anticipated savings, any loss of goodwill or reputation or damages resulting from the unavailability of the Service or the loss of data transmitted through the Service, whether foreseeable or not and whether arising from any act or omission on the part of 1-Net in respect of its obligations in this Agreement or howsoever arising from the use of the Services.

11.3 1-Net's total liability to the Customer under or in connection with the Agreement and/or in tort (including negligence) in any event (other than for death or personal injury resulting from 1-Net's negligence) shall not exceed the Service Charge received by 1-Net from the Customer for the preceding twelve months period prior to the occurrence of the event that gives rise to the claim.

**12. FORCE MAJEURE**

1-Net shall not be liable for any failure or delay in providing the Service where such failure or delay is due to causes beyond its control including, but not limited to, Acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of Government or any competent authority, industrial disputes of any kind (whether or not involving 1-Net's employees) fire, lightning, explosion, flood, subsidence, inclement weather,

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acts or omissions of persons or bodies for whom 1-Net is not responsible or other causes whether similar or dissimilar outside 1-Net's control.

**13. INTELLECTUAL PROPERTY RIGHTS**

13.1 All trade names, trademarks, copyrights and other Intellectual Property Rights owned by 1-Net are and shall remain exclusively the property of 1-Net. Nothing in the Agreement shall give the Customer any rights of any trade names, trademarks and other Intellectual Property Rights of 1-Net in relation to the Service or of the goodwill associated therewith and the Customer hereby acknowledges that, unless expressly provided in the Agreement, it shall not acquire any rights in respect thereof and undertakes that it shall not, during the Agreement and at any time thereafter:-

- (a) attempt to acquire such rights; and/or
- (b) use any trademarks or trade names so resembling the trademarks or trade names of 1-Net as to likely to cause deception and confusion.

13.2 For the purposes of the Agreement 1-Net shall be deemed to own all trade names, trademarks, copyrights and other Intellectual Property Rights in respect of the Service and the Customer shall not now or in the future contest the validity of the same.

13.3 The Customer shall take all such steps as 1-Net may reasonably require to assist 1-Net in maintaining the validity and enforceability of its Intellectual Property Rights in respect of the Service during the continuance of this Agreement.

13.4 The Customer shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with the Intellectual Property Rights of 1-Net and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.

**14. CONFIDENTIALITY**

14.1 Each party understands that in the course of its relationship with the other party under the Agreement, each party will come into possession of Confidential Information of the other party. Each party agrees and undertakes that during the Term and at all times thereafter, all such Confidential information shall be used only in connection with the performance of the Agreement and shall not be used for any other purpose. PROVIDED THAT the above said obligation shall not extend to information which: -

- (a) was known to the one party prior to receipt from the other party;
- (b) was public knowledge at the time received by the other party or later became public knowledge through no fault of the receiving party;
- (c) was lawfully obtained by one party from a third party;
- (d) disclosure was necessary to comply with the laws, rules and regulations prevailing in Singapore.

14.2 1-Net is entitled to use the EUSI for the purposes of planning, provisioning and billing of the services and equipment provided by 1-Net, managing bad debt and preventing fraud, facilitating interconnection and inter-operability between service providers or providing assistance to law enforcement or government agencies. Save for the purposes as stated above, 1-Net undertakes not to use the EUSI for any other purposes unless with the consent of the Customer.

**15. INDEMNITY**

15.1 The Customer shall indemnify 1-Net against any loss or damage to the 1-Net Equipment deployed within the Customer's premises unless such loss or damage was caused by the act or omission of 1-Net.

15.2 The Customer shall at its own expense, indemnify, defend and hold harmless 1-Net and their employees, representatives, agents and affiliates, against any claim, suit, action or other proceedings brought against 1-Net as a result of 1-Net's performance of its obligations under the Agreement, including but not limited to, any claim, suit, action or other proceedings based on or arising from an allegation that the Customer's content as delivered through the Service infringes in any manner any Intellectual Property Rights of any third party or contains any material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or has otherwise resulted in any tort, injury, damage or harm to any person; PROVIDED ALWAYS that in any such case: (i) 1-Net provides the Customer with prompt notice of any such claim, (ii) 1-Net permits the Customer to assume and control the defense of such action with counsel chosen by the Customer (who shall be



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reasonably acceptable to 1-Net) and (iii) the Customer does not enter into any settlement or compromise of any such claim without 1-Net's prior written consent, whose consent shall not be unreasonably withheld. The Customer shall pay any and all costs, damages, expenses, including, but not limited to, reasonable counsel's fees and costs awarded against or otherwise incurred by 1-Net in connection with or arising from any such claim, suit, action or proceeding. FOR THE AVOIDANCE OF DOUBT, IT IS UNDERSTOOD AND AGREED THAT 1-NET DOES NOT INTEND AND WILL NOT BE REQUIRED TO EDIT OR REVIEW FOR ACCURACY OR APPROPRIATENESS ANY OF THE CUSTOMER'S CONTENT AS DELIVERED THROUGH THE SERVICE.

**16. GOVERNING LAW AND JURISDICTION**

The validity, construction and performance of this Agreement shall be governed in all respects by the laws of Singapore. Each party hereto submits to the exclusive jurisdiction of the Singapore Courts.

**17. ASSIGNMENT**

The Agreement may not be assigned by the Customer in whole or in part without the express written permission of 1-Net. Any attempt to assign the Agreement without 1-Net's written consent will render the Agreement null and void.

**18. AMENDMENT OF TERMS**

Notwithstanding anything provided herein, 1-Net shall be entitled to add, delete, alter, amend the terms herein and such additions, deletions, alterations and/or amendments shall bind the Customer and take effect on the expiry of thirty (30) days from the date of notice by 1-Net to the Customer. Such notice may be given in writing to the Customer or through notification on 1-Net's website.

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**TERMS AND CONDITIONS OF SERVICE LEVEL GUARANTEE****1. INTRODUCTION**

1.1 This Service Level Guarantee is extended to Customers who have subscribed to a direct wired-line connection to 1-Net's ATM network only, and not applicable to other services.

1.2 Unless the context otherwise requires, all terms used in this Service Level Guarantee shall have the same meaning ascribed to them in the General Terms and Conditions of the Wireline Connection Service.

**2. SERVICE LEVEL GUARANTEE**

2.1 Subject to the provisions herein, with effect from the Commencement Date and for the duration of this Agreement, 1-Net guarantees the connectivity of the Service from 1-Net's network to the Customer's network.

2.2 1-Net Equipment Fault:

(i) In the event that Outage arises by reason of a fault in 1-Net Equipment deployed to connect the Customer to its network, 1-Net shall provide the following rebate scheme to the Customer:-

<b>Continuous Outage (X)</b>	<b>Rebate per incident</b>
6 hours < X ≤ 12 hours	10% of monthly Service Charge
12 hours < X ≤ 24 hours	40% of monthly Service Charge
24 hours < X ≤ 48 hours	75% of monthly Service Charge
X > 48 hours	100 % of monthly Service Charge

(ii) Notwithstanding the above, the maximum rebate the Customer is entitled to for Outage is the invoiced Service Charge for the particular month in which Outage had occurred.

2.3 The Outage period shall be calculated as follows:-

- (i) the Outage period shall commence from the time the fault is reported to 1-Net's Network Operation Centre (via phone: 6244 7866 or email: NOC@1-net.com.sg) and to which acknowledgement shall be given; and
- (ii) the Outage period shall cease upon restoration of the Service to the Customer.

2.4 Notwithstanding the above, where 1-Net is unable to act on the report of the fault due to any fault or default of the Customer or any other factors beyond 1-Net's reasonable control including, but not limited to:-

- (i) inaccessibility of the Customer's premises or non-availability of or inability to communicate with the Customer or,
  - (ii) inability of the Customer to act on instructions from 1-Net's engineers;
- such period relating to the same shall not be calculated as part of the Outage period.

**3. EXCLUSION**

The guarantee provided for at Clause 2 shall not apply in the following circumstances: -

- (i) the Service is disconnected or reconnected due to the non-payment or violation by the Customer of any of the terms and conditions of the Agreement;
- (ii) where the Customer obstructs, neglects to grant or provide access to its premises at anytime for rectification of the fault;
- (iii) where the Service is interrupted or disconnected ("Scheduled downtime") for the purpose of maintenance work;
- (iv) if Outage is caused by any fault in the Customer's network or equipment or any tampering by the Customer with 1-Net's NTUs;
- (v) if the Outage is caused by faults in respect of the Telco's services or any other service provided by other service providers;
- (vi) if Outage is caused or arises as a result of causes beyond 1-Net's control including, but not limited to, catastrophic incidents, riots, vandalism, lightning, power failure, fire, flood, earthquake, emergency, curfew, industrial disputes, acts of omission of any person for whom 1-Net is not responsible or any causes whether or not similar outside 1-Net's control.

4. Subject to the express provisions of this Agreement, all other conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the Service are hereby excluded.

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5. Notwithstanding anything provided herein, 1-Net shall be entitled to add, delete, alter, amend the terms herein and/or withdraw any of the benefits and privileges provided hereunder and such additions, deletions, alterations, amendments and/or withdrawal of the benefits and privileges shall bind the Customer and take effect on the expiry of thirty (30) days from the date of written notice by 1-Net to the Customer. Such notice may be given in writing to the Customer or through notification on 1-Net's website