

PACIFIC INTERNET GENERAL TERMS & CONDITIONS FOR INTERNET SERVICES

1. Definitions and Interpretation

1.1 "This Agreement" means the completed Application Form (and its attachment(s), if any) and the terms and conditions herein as from time to time amended, modified or varied by PI (as defined below).

"Application Form" means the application form or registration form in relation to the Service in the form prescribed by PI completed in full and submitted by Customer (as defined below) to PI or any other written agreement between PI and Customer.

"Commencement Date" means the date when the Service shall be provided to Customer pursuant to PI's acceptance of Customer's application for the Service.

"Customers" means the persons whose applications to enter into this Agreement are accepted by Pacific Internet Limited or any of its subsidiaries, associated companies and affiliates (each of them hereinafter referred to as "PI", which term shall include its successors and assigns) and "Customer" shall mean any one of them.

"End User Service Information" or "EUSI" means all information PI obtains pursuant to the provision of the Service under this Agreement including but not limited to information in respect of Customer's (a) usage patterns (including number of calls, times of calls, duration of calls and parties called); (b) the services used by Customer; (c) Customer's telephone number and network configuration; (d) Customer's location information; and (e) Customer's billing name, address and credit history.

"Minimum Period of Subscription" means (a) 12 months from the Commencement Date; (b) such other period as may be stated in the Application Form or the Specific Terms in respect of the Service or in any notification by PI to Customer; or (c) such other period as may be otherwise agreed to in writing by PI and Customer.

"Person(s)" includes individual(s), corporation(s) and unincorporated bodies of persons.

"Service" means any provision of services to access and/or utilise the Internet including services to host web pages on its servers and to provide electronic mail accounts together with any other value-added features (excluding one time services or professional services which are governed by separate terms and conditions) (whether for a payment of fee or not) as may be introduced or offered from time to time by PI, such service being provided under the name of "Pacific Internet". Such part of the Service may be governed by their Specific Terms which Customers are to be acquainted with.

"Specific Terms" refers to the terms and conditions prescribed or imposed by PI in relation to the provision of any particular Service, including any specific terms and conditions agreed between Customer and PI in connection with any application or subscription by such Customer for the relevant Service.

"Subscription Fees" means the fees and charges as specified in clause 2.1.

- 1.2 Words importing the singular shall include the plural and vice versa and words importing one gender shall include the other gender. The clause headings herein are used for convenience only and shall have no substantive meaning. References to an Act shall include any modification, extension or re-enactment thereof then in force and all instruments, orders and regulations then in force and made under or deriving validity from the relevant Act or provision.
- 1.3 Provision of the Service is subject to these Terms and Conditions and the Specific Terms. By completing and submitting the Application Form to PI, Customer acknowledges that he/she has read these Terms and Conditions and the Specific Terms.
- 1.4 PI reserves the right to approve or reject any Customer's application for the Service without ascribing any reason whatsoever for its decision.

2. Fees and Charges

- 2.1 The Customer shall pay the Subscription Fees (which term shall include such other charges relating to the Service or this Agreement) for the Service at the applicable rates indicated in the Application Form or such other rates as may be prescribed by PI from time to time and notified to Customer in advance in accordance with the terms herein. The invoice issued by PI to Customer shall be on a monthly basis unless otherwise stated in the Application Form. The Subscription Fees shall be payable at or within such time as is stated in the invoice(s) issued by PI to Customer. In the event of late payment by Customer of any sums due under this Agreement (except for any amount disputed by Customer in accordance with clause 2.5 and notwithstanding any other rights and/or remedies available to PI, including but not limited to PI's right to suspend or terminate Customer's account under clauses 8 and 10 below), PI shall have the right to charge interest at the rate of 12% per annum on the outstanding amount from the date of invoice until the date of full payment (both before and after judgment).
- 2.1A All Subscription Fees and such other charges as reflected in the invoice(s) issued by PI to Customer are based on the rates as set out in the Application Form, the Specific Terms and/or such other materials provided (whether in written or electronic form) or as may be otherwise communicated to Customer prior to Customer's application for the Service. Customer is deemed to have knowledge of, and is agreeable to such rates upon PI's acceptance of Customer's application for the Service. PI shall use reasonable endeavours to ensure that the invoice(s) issued are clear and accurate.
- 2.2 Customer's liability for the Subscription Fees shall accrue and be payable from the Commencement Date unless otherwise stated by PI.
- 2.3 Customer shall pay and maintain such deposits with PI as PI may require and shall increase the amount of such deposits from time to time when so required by PI unless otherwise stated by PI.

- 2.4 Customer shall be liable for and shall pay the Subscription Fees within thirty (30) days from the date of the invoice or as otherwise specified by PI or stated in the invoice.
- 2.5 If Customer reasonably believes that any charge for the Service is incorrect (including improper calculation or in respect of the provision of a service other than as agreed) and disputes in good faith the amount in an invoice or any part thereof, Customer must notify PI in writing within thirty (30) days of the date of the invoice setting out the reasons for the dispute and the exact amount disputed.
- 2.6 PI and Customer shall use their best efforts to resolve the dispute notified under clause 2.5 within thirty (30) days from the date on which the dispute was first notified to PI in accordance with clause 2.5.
- 2.6A PI will conduct a complete and objective review of Customer's complaint, and will provide a written response, within thirty (30) days of receiving Customer's notification referred to in clause 2.5 above.
- 2.7 Where an invoice is in dispute, the undisputed portion shall be paid by Customer to PI within such time as is stated in the invoice but shall not be required to pay any disputed amounts under clause 2.5 above, pending resolution of such dispute, provided that Customer notifies PI of the disputed charges prior to the date on which the payment is due. If the dispute is resolved in PI's favour, Customer shall pay the outstanding portion of all invoiced amounts within such time as is stated in the respective invoices, or two (2) weeks from the date of resolution of the dispute, whichever is later and PI shall be entitled to recover from Customer interest at the rate of 12% per annum on such previously disputed amount.
- 2.7A Where Customer chooses to dispute an amount that has already been paid, Customer may dispute this amount within one year starting from the date of the relevant invoice. The procedures set out in clauses 2.5 to 2.7 herein shall similarly apply. If the dispute is resolved in Customer's favour, PI shall return the disputed amount to Customer within two (2) weeks from the date of resolution of the dispute.
- 2.7B Where Customer purchases a pre-paid service and chooses to contest any charge, Customer will have one year to do so starting from the date on which the charge was deducted.
- 2.8 In the event that multiple log-ins are made by multiple users via Customer's account, Customer will be liable for and pay on demand to PI such amounts equivalent to the sum as if these multiple users had signed up individually with PI.
- 2.9 Customer will be liable for and shall pay on demand to PI any charges incurred by any unauthorised or illegal log-ins for any reason whatsoever not due to any gross negligence or wilful default on the part of PI.
- 2.10 Customer shall be responsible and PI shall not be liable for any charges of whatsoever nature incurred in connection with or pursuant to the use or purported use whether authorised or unauthorised of Customer's account including without limitation

international telecommunications roaming charges, local telecommunications service charges and charges imposed by third parties.

- 2.11 PI shall not switch Customer from one telecommunication service provider to another to provide the Services to Customer without Customer's consent. In addition, Customer shall not be required to pay for any service that Customer did not consent to receiving.

3. PI's Rights

Subject to any applicable laws, regulations or the directions of any relevant authority, PI shall have the right to manage and control the access to computer systems and information stored within the PI system in a manner deemed appropriate by PI and PI may pursuant to such applicable laws, regulations or the directions of any relevant authority, vary, amend or suspend the Service or any part thereof including but not limited to the removal of content of web pages hosted on its servers, the removal of postings on its news service and the blocking of electronic messages through its mail servers.

4. Customer's Obligations

4.1 Customer shall : -

- be solely responsible for the set-up or configuration of his or its IDA-approved equipment for access to the Service and shall provide at his or its own expense, when so required by PI, all facilities or resources necessary for the proper provision of the Service including without limitation power points, electricity, conduits, pipes, access, license, or easement;
- comply with all notices, directions or instructions given by PI from time to time in respect of the use of the Service including but not limited to the guidelines as stated in PI's Acceptable Use Policies as set out in PI's web page, from time to time;
- be solely responsible for obtaining, at his own cost, all licenses, permits, consents, approvals and intellectual property rights as may be required for using the Service;
- comply with the rules of any network through which Customer accesses the Service;
- be solely responsible for all information retrieved, stored and transmitted through the Service by him and for managing the use of the storage capacity provided so that it does not exceed the capacity allocated to him;
- obtain the prior written approval of PI if he contemplates that using the Service for any activity would or is likely to generate a change in traffic in excess of his normal usage and/or is likely to cause congestion in PI's network;

- comply with PI's advice to upgrade at his own expense his existing facilities, if in the opinion of PI they are inadequate to cope with his telecommunications traffic and/or is likely to cause congestion in PI's network;
- not intentionally attack PI's network system and/or the Service, nor create or cause a situation whereby other Customers are affected in their enjoyment and/or use of the Service; and
- not use PI's network system and/or the Service to cause harm to any third party including, but not limited to circumvention of user 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.

4.2 Customer undertakes : -

- to comply with and shall not contravene all applicable laws, regulations and directives of the Republic of Singapore relating to the Service including without limitation the Broadcasting and Television Act, Common Gaming Houses Act, Computer Misuse Act, Copyright Act, Films Act, Indecent Advertisements Act, Maintenance of Religious Harmony Act, Official Secrets Act, Penal Code, Public Entertainment Act, Telecommunications Act (including any regulation made pursuant thereto and any terms and conditions of any licence granted to PI by the Infocomm-Development Authority of Singapore ("IDA")) and the Undesirable Publications Act, as well as any policies, directives and guidelines set by IDA and the Singapore Broadcasting Authority;
- where it is a corporation, not to allow any person (other than the authorized persons named in the Application Form) to use the Service;
- not to use the Service for any unlawful purpose including without limitation criminal purposes;
- not to use the Service to send or receive any message that is offensive on moral, religious, racial or political grounds or of an abusive, indecent, obscene or menacing nature;
- not to persistently send messages without reasonable cause or for causing any threat, harassment, annoyance, inconvenience or anxiety to any person;
- not to introduce any computer virus into the Internet or PI's system;
- not to infringe any intellectual property rights of any person or retain information in any computer system or otherwise with an intention to do so;
- not to gain unauthorized access to any computer system connected to the Internet or any information regarded as private by other persons; and
- not to share the Service with any person without the prior written approval of PI and shall use the Service only for the purpose for which it is subscribed.

- 4.3 Customer shall be solely responsible, and PI shall not be liable in any manner whatsoever, for ensuring that in using the Service, all applicable laws, rules and regulations and all the terms prescribed by any telecommunications service provider, the Singapore Broadcasting Authority and IDA for the use of any telecommunications systems, service or equipment and content published on the Internet shall be at all times complied with.

5. Security

- 5.1 As information transmitted through the Internet in general is not confidential, PI cannot and shall not guarantee the privacy or protection of Customer. Customer shall take all such measures as may be necessary (including but not limited to changing his or its password from time to time) to protect the secrecy of his or its User Identification ("UI") and/or password and shall not reveal the same to any other person(s). PI shall not be liable for any loss or damage incurred by Customer or third parties due to any wrongful use of Customer's account by Customer or any wrongful, unauthorised or fraudulent use of Customer's account by any other person.
- 5.2 Where an UI is necessary to access the Service, Customer shall use only his or its own UI.
- 5.3 Customer acquires no rights to any mailbox number, the UI, IP address, circuit reference and any codes assigned to him or it by PI and except as otherwise provided herein, PI reserves the right to change or re-assign the same to Customer at its sole discretion without being liable to Customer for any damages or losses suffered.
- 5.4 PI does not and will not perform system backups on information stored within its system. PI is not responsible or under any obligation to provide historical data or to assist Customer in downloading, faxing or reading to Customer any of its or his data or information stored within the system including but not limited to electronic mails.
- 5.5 If at any time Customer requests PI to reset his or its password (such request to be made in writing unless otherwise agreed by PI), Customer shall forthwith after ascertaining that his or its password has been reset, change such password to a new password.
- 5.6 Customer agrees to immediately notify PI for PI's informational purposes only of any unauthorised use of Customer's account or any other breach of security known to Customer.

6. Software

- 6.1 In connection with any software provided by PI for use with the Service: -
- Customer shall be solely responsible for ensuring that such software is suitable for his or its needs and the compatibility of such software for use with any equipment used by him or it, whether or not any changes are introduced to the Service by PI; and

- Customer shall adhere to all instructions and notices (written or otherwise) given by PI whether originating from PI or any other person from time to time regarding the use of such software.
- 6.2 PI shall not be responsible in any way whatsoever for any software not distributed, approved or recognised by PI including any software downloaded from the Internet or purchased from third parties. In the event that Customer uses such software in connection with the Service, PI shall not be liable for any fault, loss and/or damage of whatever nature resulting directly or indirectly from such use.

7. Changes in Service

Unless otherwise agreed to by PI, Customer may change the usage plan on the first day of any month selected by him or it on the Application Form by giving not less than seven (7) days' prior notice in writing to PI. The effective date of such change shall be the first day of the calendar month subsequent to the expiry of the notice given by Customer.

8. Term and Termination

- 8.1 Customer may terminate this Agreement on the last day of any month by giving not less than thirty (30) days' prior notice in writing to PI. PI may at any time terminate this Agreement by giving not less than thirty (30) days' prior notice in writing to Customer.
- 8.2 PI may in its sole discretion waive or accept in writing a shorter period of notice from Customer than those referred to in clause 8.1 above.
- 8.2A If automatic renewal is provided in the Application Form, the Specific Terms or any other notification by PI to Customer prior to Customer's application for the Service, the Service shall, upon the expiry of the initial term as stated in such Application Form, the Specific Terms or notification (the "Initial Term") be automatically renewed for a further period equivalent to the Initial Term ("Renewed Term"), upon the prevailing terms and conditions (including fees for the Service) at the relevant time, unless otherwise determined by PacNet. Notwithstanding the foregoing, Customer is entitled to provide to PI written notice for non-renewal no later than thirty (30) days prior to the expiry of the Initial Term. The foregoing provisions of this clause 8.2A on renewal shall apply *mutatis mutandis*, to the expiry of the Renewed Term and each subsequent renewal.
- 8.3 Notwithstanding clause 8.1 above, PI may terminate this Agreement with immediate effect: -
 - if in the sole opinion of PI, Customer has breached any of the terms or conditions of this Agreement (including without limitation clause 4) and Customer has not rectified the said breach within two (2) weeks from written notification by PI, stating the nature of the breach and that failure to rectify such breach shall entitle PI to terminate the Service;

- if PI is acting in compliance with a requirement of any relevant regulatory authority or law enforcement body;
- (where Customer is an individual) if Customer dies;
- (where Customer is a corporation) if Customer ceases to carry on its business; or
- if in the opinion of PI, Customer is likely to create imminent physical harm (such as but not limited to interruption, disruption or congestion) to PI's network or to defraud PI.

8.4 In the event Customer is or PI has reasonable grounds to believe that Customer is using the Service to engage in, whether directly or indirectly, fraudulent, illegal or improper activities, PI shall be entitled to inform IDA or any relevant authority without notice to Customer, and act in conformity with the authority's directions or guidelines (which may include terminating the Service).

8.5 In the event PI intends to discontinue operations or any particular service, PI shall give reasonable written notice to all affected Customers and will take reasonable measures to avoid any service interruption to such affected Customers and where a Customer has made an advance payment and, PI will refund to Customer a proportionate share of the said advanced payment.

9. Liabilities of Customer upon termination

9.1 In the event of termination of this Agreement pursuant to clause 8 for whatsoever reason, without prejudice to any other remedies available to PI, Customer shall be liable for Subscription Fees up to and including the expiry date of the relevant Minimum Period of Subscription or the date of termination stated in the notice given in accordance with clause 8.1, whichever is later.

9.1A In the event of termination of this Agreement other than in accordance with clause 8.1 above, without prejudice to any other remedies available to PI, Customer shall be liable for all Charges up to and including the expiry date of the relevant Minimum Period of Subscription or up to the end of the duration of notice required to be given in respect of the Service, whichever is the later.

9.2 The above amounts payable by Customer upon termination shall be payable within thirty (30) days of the relevant termination date.

9.3 Without prejudice to the foregoing, upon termination of this Agreement, PI may use such deposits paid by Customer to offset any amounts due from Customer under this Agreement or any other agreement between PI and Customer, and the balance thereof shall be refunded to Customer free of interest.

10. Suspension of Service

- 10.1 Without prejudice to any other rights or remedies of PI and notwithstanding any waiver by PI of any previous breach by Customer, PI may, (but is under no obligation to) at any time and in its sole discretion (but subject to any applicable laws, regulations or directions of any relevant authority), suspend the Service or any other service provided by it with at least one (1) week's prior written notice in the event (a) that any undisputed monies payable by Customer for the Service or that other service are not settled in full within such time as is stated in the invoice or any deposit or increase thereof required by PI is not paid by Customer; or (b) where Customer applies for the Service online or via telephone and fails to submit the duly signed Application Form or any other form of acknowledgement or applications as may be required by PI within one (1) week of Customer's application.
- 10.2 PI further reserves the right to suspend the Service immediately if pursuant to the directions of IDA or any other relevant authority, where Customer has used the Service to engage in, whether directly or indirectly, any fraudulent, illegal or improper activities and PI shall act in conformity with IDA or such other relevant authority's directions or guidelines.
- 10.3 Upon such suspension pursuant to clauses 10.1 and 10.2, the Service or such other service shall be deemed to be terminated as from the date of suspension stipulated by PI and Customer shall be liable for all charges and fees incurred up to and including the date of such suspension and in the case of a service for which there is a relevant Minimum Period of Subscription, Customer shall in addition be liable for the charges up to the end of the relevant Minimum Period of Subscription and clauses 9.2 and 9.3 shall apply. In addition, upon the request by Customer to reconnect the Service, PI reserves the right to impose on Customer a reactivation fee and such other fees as it deems appropriate provided that Customer is informed of such fees beforehand.
- 10.4 Upon the suspension referred to in clause 10.1, PI shall also be entitled to provide Customer two (2) weeks written notice of termination stating the relevant circumstance described in clause 10.1(a) or (b) as the basis for termination and that failure to make the relevant payment or submit the relevant forms to PI within two (2) weeks from such written notification will result in the Service or any other service or services provided by PI being deemed as terminated as from the date of suspension stipulated by PI and Customer shall be liable for all charges incurred up to and including the date of such termination and in the case of any Service for which there is a relevant Minimum Period of Subscription, Customer shall in addition be liable for the charges up to the end of the relevant Minimum Period of Subscription if the same is unexpired and clauses 9.2 and 9.3 herein shall apply.
- 10.5 Notwithstanding the foregoing, upon subsequent payment by Customer of such sums as demanded by PI, PI may, at its sole discretion and subject to such terms and conditions as it deems appropriate, reconnect the Service or service(s), as the case may be, in which event this Agreement shall continue as if the same has not been terminated.

11. Cancellation Charge

A cancellation charge at the prevailing cancellation rate prescribed by PI shall be payable if Customer cancels this Agreement after its acceptance by PI (including requesting for changes pursuant to clause 7 before the Commencement Date).

12. Set up Fees

Where the Commencement Date has been confirmed by PI and Customer requests for a change in the Commencement Date, Customer shall be liable to pay the prevailing fees prescribed by PI, if any, for the period between the originally confirmed commencement date to the new commencement date.

13. Other charges

13.1 In the event that PI's employees or agents are called upon, to attend to a technical fault or provide any other form of servicing at Customer's premises, PI reserves the right to impose charges for the service if such fault is not directly attributable to any of PI's equipment or networks. PI's invoice shall, subject to clause 2.5, be conclusive evidence of Customer's request for such services.

13.2 In the event that Customer fails to pay any sum by its due date, PI reserves its right to charge Customer a reminder fee at such rate as PI may notify the Customer from time to time.

13.3 All fees and charges payable are subject to Goods and Services Tax ("GST"). All taxes payable including GST shall be borne solely by Customer and shall accompany payment by Customer as set out in this Agreement.

14. Disclaimer

14.1 PI gives no warranty in respect of any software provided to Customer or the Service or any telecommunications services (including but not limited to leased lines) provided by any other telecommunications service provider through PI, and shall not be liable to Customer for any cost, claim, liability, expense, demand or damages whatsoever (including any loss of profits, lost savings or incidental or consequential damages) arising out of Customer's use of or inability to use such software or telecommunications services, even if PI or any of its authorised representatives has been advised of the possibility of such damages, or for any claim by any other person whatsoever.

14.2 Any condition or warranty which may be implied or incorporated within this Agreement by reason of statute or common law or otherwise (including warranties as to satisfactory quality and fitness for purpose) is **HEREBY EXPRESSLY EXCLUDED**. While every care is taken by PI in the provision of the Service, PI shall not be liable for any loss of information howsoever caused whether as a result of any interruption, suspension, or termination of the Service or otherwise, or for the contents, security, accuracy or quality of information available, received or transmitted through the Service.

- 14.3 PI shall not be liable for any loss (whether direct, indirect, incidental, special, or consequential) or damages sustained by reason of Customer's use or inability to use the Service or any disclosure (inadvertent or otherwise) of any information concerning Customer's account and particulars or for any error, omission or inaccuracy with respect to any information so disclosed.
- 14.4 PI may from time to time through its personnel or agents, but is under no obligation to, provide Customer with walk-in or house call technical support. In the event PI provides any such technical support on Customer's premises, Customer shall ensure that such premises are safe and shall provide such facilities as PI, its personnel or its agents may reasonably request. Without prejudice to the foregoing, PI does not guarantee such technical support and shall not be liable for any loss or damages to equipment, software, information or whatsoever incurred, suffered or sustained in connection with such technical support.
- 14.5 PI makes no warranty regarding any goods, software or services purchased or obtained through the Service or any transactions entered into through the Service. Customer's correspondence with or participation in promotions of advertisers in conjunction with or pursuant to the Service, including the delivery of and the payment for goods, software and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between Customer and such advertiser. Customer agrees that all dealings with such advertisers are on a caveat emptor (buyer beware) basis and PI makes no representation or warranty regarding any such advertiser. Customer agrees not to hold PI liable for any loss or damage of any sort incurred as a result of any such dealing or as the result of the presence of such advertisers on the Service.
- 14.6 No advice or information, whether oral or written, obtained by Customer from PI or through the Service shall create any warranty not expressly made herein.

15. Indemnity

- 15.1 Customer shall indemnify and hold PI harmless at all times against all actions, proceedings, costs, claims, expenses (including legal costs incurred by PI in defending such claims, actions or proceedings on a full indemnity basis), demands, liabilities, losses (whether direct, indirect or consequential) and damages (whether in tort, contract or otherwise) whatsoever including without limitation claims made by third parties and claims for defamation, infringement of intellectual property rights, death, bodily injury, wrongful use of computers, unauthorised or illegal access to computers (including but not limited to hacking), property damage or pecuniary losses howsoever arising which PI may sustain, incur, suffer or pay arising out of, in connection with or pursuant to this Agreement or the use of Customer's account whether authorised or not authorized or the use of the Service by Customer or any act or omission of Customer thereof.
- 15.2 Without prejudice to clause 15.1 above, Customer shall indemnify and hold harmless PI at all times against all actions, expenses, demands, claims, proceedings, costs (including legal costs incurred by PI in defending such actions, claims or proceedings), liability,

losses and damages whatsoever which may be brought or commenced against PI by any person and/or which PI may sustain, incur or suffer, as the case may be, arising out of or in connection with or by reason of:

- (a) any default in payment of any charges in relation to any services or facilities provided by any other telecommunications service provider that PI has applied for on behalf of Customer;
- (b) the use or operation (or the failure thereof) by Customer or any person in any way (whether with or without the authorization and/or permission of Customer) of any service and/or equipment provided by any other telecommunications service provider to Customer, whether or not in the course of PI's provision of the Service to Customer; and/or
- (c) any damage to any equipment operated or used, or any disruption or interference with the provision or operation of any telecommunications service, by any other telecommunications service provider arising from the installation and/or use of any equipment by Customer or any other person (whether with or without the authorization and/or permission of Customer).

15.3 Notwithstanding any provision wheresoever to the contrary, PI shall not be liable in any way to Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any loss, damage or liability incurred or sustained by Customer caused by or as a result of:

- (a) any failure, delay, interruption to or disruption of any service provided by any other telecommunications service provider;
- (b) any failure, delay, interruption to or disruption in the transmission or reception of any data through any service provided by any other telecommunications service provider;
- (c) any defect, deficiency, breakdown or failure of any other telecommunications service providers' system, equipment or software, or the incompatibility of or unsuitability of any such system, equipment or software in relation to or in conjunction with any other system, software or equipment (whether used or operated by Customer or any other person);
- (d) any defect or deficiency in or the breakdown or failure of any equipment or system (whether or not maintained or operated by any person) howsoever arising;
- (e) any defect, deficiency or deterioration in the quality of any signal or data transmitted as part of any service provided by any other telecommunications service provider or PI; and/or
- (f) any loss, corruption or deletion of any data or information (whether belonging to, provided or stored by Customer or otherwise) transmitted to or stored in any system or equipment (whether or not maintained or operated by any other telecommunications service provider, PI, Customer or otherwise), howsoever caused or arising.

16. Confidentiality

16.1 Customer shall not divulge or communicate to any person or use or exploit for any purpose whatsoever (other than that contemplated in this Agreement) any confidential information which may or may have come to his or its knowledge by reason of or in connection with this Agreement, and shall use all reasonable efforts to prevent its

employees, officers, agents and consultants from so acting, except with the prior written consent of PI or where required to be disclosed pursuant to any applicable law or legal process used by any court or the rules of any relevant regulatory body.

- 16.2 PI shall not divulge or communicate to any person (other than those who have been bound under a similar obligation of confidence as PI) any confidential information which may or may have come to its knowledge by reason of or in connection with this Agreement, including but not limited to EUSI without the prior consent of Customer, except for the purposes of planning, provisioning and billing for the Service, managing bad debt and preventing fraud related to the Service, facilitating interconnection and inter-operability between PI and other telecommunication service providers, or where required to be disclosed pursuant to any applicable law or legal process used by any court or the rules of any relevant regulatory body including the rules of any applicable stock exchange, providing assistance to law enforcement, judicial or other government agencies and/or complying with any regulatory requirement imposed by IDA authorizing the use of EUSI.
- 16.2A Save for the limited purposes set out in clause 16.2 above, PI will not use EUSI or provide the same to its affiliates or third parties for the development or marketing of other goods or services.
- 16.2B Customer may grant PI his or its written consent to use his or its EUSI for purposes other than those specified in clause 16.2 above. PI's use of the EUSI for such additional purposes shall be limited to the additional purposes as set out in Customer's written consent. Customer shall at anytime thereafter, be entitled to withdraw his or its consent by giving PI two (2) weeks written notice of such intention. PI shall not impose any fee on Customer as a result of the said withdrawal of Customer's consent.
- 16.3 Customer acknowledges and agrees that PI may from time to time access his or its content and other parts of the Service as necessary to identify or resolve technical problems or to respond to service complaints. Customer acknowledges and agrees that certain technical processing of information is and may be required (a) to send and receive such data; (b) to perform planning and scheduling functions; (c) to conform to the technical requirements of connecting networks; (d) to conform to the technical requirements of the Service; or (e) to conform to other similar technical requirements.

17. Variation and Waivers

- 17.1 PI reserves the right to amend the terms and conditions contained herein at any time upon written notice (in such form as may be determined by PI) to Customer. Customer agrees that notice via electronic mail to the Customer's electronic mail address, by the posting on PI's website or by the posting of advertisements in major newspapers in Singapore shall be deemed to be sufficient written notice for the purposes of this clause 17.1. PI shall not revise and Customer shall not be bound by any rate, term and condition that varies from those specified herein, in the Application Form or Specific Terms, unless (a) prior written approval of Customer is obtained by PI; or (b) reasonable advance notice (in the manner described in this clause 17.1) had

been provided to Customer. Customer's continued use of the Service shall constitute acceptance of such amendments or revisions.

- 17.2 Without limitation to the generality of the foregoing, any provision of this Agreement may be varied, supplemented or amended only if PI so agrees in writing. Any provision of this Agreement may be waived only if PI so agrees in writing provided that such waiver may be given subject to conditions thought fit by PI and shall be effective only in the instance and for the purpose for which it is given.
- 17.3 No failure on the part of PI to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

18. Assignment

The rights and obligations under this Agreement shall not be capable of assignment by Customer without the prior written consent of PI, but subject thereto, shall be binding on and inure for the benefit of his or its successors and permitted assigns.

19. Force Majeure

PI shall not have any liability for any delay or default in the performance of its obligations under this Agreement caused by circumstances beyond its control and without the fault or negligence of PI including but not restricted to acts of God, acts of the public, enemy, decrees or restraints by governmental authorities, strikes, war, riots, insurrections, civil commotion and other causes of such nature. In any of the events mentioned above, PI shall for the duration of such event, be relieved of any such obligation under this Agreement as is affected by the said event.

PROVIDED that the provisions of this Agreement shall remain in force with regard to all other obligations under this Agreement which are not affected by such event.

And PROVIDED further that the parties shall resume their full obligations under this Agreement upon the cessation of such event.

20. Governing Law and Jurisdiction

This Agreement is governed by, and construed in accordance with, the laws of the Republic of Singapore and each of Customer and PI hereby submits to the exclusive jurisdiction of the Singapore courts.

21. Notices

- 21.1 Subject as otherwise provided in this Agreement, all notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid post or by courier service or by facsimile to the address or facsimile number set out in the Application Form (or to such other address or facsimile number as Customer or PI may from time to time notify the other for the purposes of this Agreement).
- 21.2 Any notice, demand or communication shall be deemed to have been duly served:-
- if sent by facsimile transmission, on the day of despatch subject to receipt of a confirmation of transmission;
 - if sent by courier or delivered personally, on the day of receipt and in proving the same it shall be sufficient to show an acknowledgment of receipt issued by the courier service company or the recipient as the case may be; and
 - if sent by prepaid mail, within two days of despatch and in proving the same it shall be sufficient to show an acknowledgement of receipt issued by the post office in Singapore.
- 21.3 Communication from Customer may be effected by electronic mail save in respect of communications from Customer pursuant to clauses 2, 5 and 8 herein. PI may proceed to act in accordance with such communication upon receipt of the electronic mail and shall not be liable in any manner whatsoever for the same whether or not such communications via electronic mail were improper or unauthorized.
- 21.4 Subject to clause 2.5, a certificate, determination, notification, opinion or the like by an officer of PI as to any matter relating to this Agreement shall be conclusive save for manifest error.

22. Severability

If any provision in this Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed to the fullest extent allowed by law so as to render the provision valid and enforceable, and if no such construction is possible, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect and the parties to this Agreement shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

23. Legal Costs

Without prejudice to any of the other provisions of this Agreement and to any other rights and remedies which PI may possess, Customer shall at all times be liable for and shall indemnify PI against all costs and expenses (including legal costs on a full indemnity basis) which PI may sustain, incur, suffer or pay in protecting or enforcing

any rights under this Agreement (including but not limited to Customer's failure to pay Subscription Fees when due).

24. Agency

This Agreement creates no agency, partnership, joint venture or employment and neither Customer nor his or its agents have any authority to bind PI in any respect whatsoever.