

Services Agreement

Service Schedule – Data Services

The terms set out in this Service Schedule apply to the provision of Data Services in addition to the Trading Terms. Any capitalized terms not defined in this Service Schedule have the meaning given to them in the Trading Terms.

1. Definitions

1.1. In this Service Schedule, the following words and expressions shall have the following meanings:

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| “Authorized User” | means any person duly authorized by the Customer to use or access the Data Services using the User Code provided by PISG; |
| “Data Charges” | means any and all: <ul style="list-style-type: none">(a) activation, connection, disconnection, reconnection, subscription, installation, service call and administrative charges in respect of the Data Services;(b) periodic recurring service charges (on a monthly basis unless stated otherwise in the Agreement) and any other usage and advance charges (if any) in respect of the Data Services; and(c) any other charges to be paid by the Customer in respect of the Data Services; |
| “Data Services” | includes the provision and installation of the Equipment, support and maintenance services for the Equipment, provision of voice over IP services, provision of IP-based VPN services or other IP-based services, including the provision of internet access, co-location and hosting of servers, provision of email, provision of storage services and any other services as may be offered from time to time by PISG, as more particularly set out in the Agreement; |
| “IP” | means internet protocol; |
| “User Code” | means the unique identification code assigned by PISG to the Customer to allow the Customer to access the Data Services; and |
| “VPN” | means virtual private network. |

2. Minimum Period

- 2.1 The Customer agrees that the Agreement shall commence on the Service Start Date and shall continue for the Minimum Period. Upon expiry of the Minimum Period, the Agreement will automatically be renewed on a monthly basis.
- 2.2 Upon expiry of the Minimum Period, the Charges will be based on PISG's prevailing rate at the time of expiry of the Minimum Period unless otherwise agreed mutually.
- 2.3 After the Minimum Period, the Agreement may be terminated by the Customer by giving PISG not less than thirty-five (35) days' written notice of termination for Data Services rendered in Singapore or ninety-five (95) days' written notice of termination for Data Services rendered outside of Singapore.

3. Customer Obligations

- 3.1. The Customer shall pay to PISG the Data Charges indicated in the Agreement.
- 3.2. The Customer undertakes not to use the Data Services and/or the Equipment:
- (a) for any illegal or improper purpose or for the purpose of sending any message which is abusive or offensive or of an obscene or immoral nature;
 - (b) to post or transmit any programme or software which contains a virus, worm, or other harmful element;
 - (c) for any purpose or programme that is against the public interest, public order, national or religious harmony;
 - (d) to copy, upload, post, publish, transmit, reproduce, or distribute in any way or manner whatsoever, information, software, or other material which is protected by copyright or other proprietary right, without obtaining permission of the copyright owner;
 - (e) to gain access to any computer system or resources connected to internet without the prior authorization by the rightful owner;
 - (f) in contravention of any internet code of practice, regulations, guidelines, codes, directions or instructions that the Authorities may issue from time to time relating to the Data Services;
 - (g) to access confidential or proprietary information or database unless permission to do so has been granted by the rightful owners or holders; or
 - (h) otherwise in a manner which constitutes a violation or infringement of the rights of any person (including to rights of confidentiality) or a violation or infringement of any statutory duty or obligation or any duty or obligation in contract, tort or otherwise, to any third party.
- 3.3. The Customer shall ensure that all Authorized Users of the Data Services shall strictly comply with and observe the terms and conditions of the Agreement. The Customer acknowledges that it shall be solely liable for all acts or omission of the Authorized Users.

4. User Code

- 4.1. PISG shall assign a User Code to the Customer to allow the Customer access to the Data Services.
- 4.2. PISG shall have the absolute discretion to change the User Code and forthwith assign a new User Code to the Customer where PISG has reason to believe the User Code has been compromised and/or used by a third party without the knowledge, consent, and/or permission of the Customer.
- 4.3. PISG shall have the right to cancel the User Code:
 - (a) upon the termination of the Agreement; or
 - (b) where, in the opinion of PISG, the Customer has breached its obligations under the Agreement.
- 4.4. The Customer shall take all such measures as may be necessary (including but not limited to changing its password from time to time) to protect the secrecy of its User Code and/or password. The Customer shall keep the User Code secret and shall not reveal or disclose the User Code to any person except to its Authorized Users.
- 4.5. The Customer shall:
 - (a) notify PISG immediately where there are grounds for suspecting or believing that a third party is using the User Code without the knowledge, consent or permission of the Customer or its servants, employees or agents; and
 - (b) be solely responsible for all charges incurred in respect of the Data Services when access to the Data Services is obtained through the use of any User Code, regardless of whether such use has been duly authorized or otherwise.
- 4.6. IP address, email account, the User Code and any other identification codes allocated by PISG to the Customer for access to the Data Services shall remain the sole and exclusive property of PISG.
- 4.7. PISG shall have the right to restrict access to computer systems and information stored within PISG's network in any manner deemed appropriate by PISG.
- 4.8. PISG may, at its sole discretion, if it deems appropriate, vary, amend or suspend the Data Services or any part thereof including but not limited to the removal of content of web pages hosted on its servers and the blocking the transmission of emails through its network without notice to the Customer and shall not be liable for any loss, claims, damages or expenses incurred by the Customer thereby.
- 4.9. Provision of any Equipment is subject to its availability. As part of the hardware support and maintenance services for the Equipment, PISG may, at its absolute and sole discretion, decide which hardware model or hardware features are required to be installed or to replace the existing Equipment as and when necessary.