

## TRADING TERMS

### PART 1 – TRADING TERMS

#### 1. TERMS

These Trading Terms apply to all Orders and Provisioning Requests accepted by PISG.

#### 2. ORDERS FOR SERVICES

- 2.1. PISG and the Customer may agree in writing to any Order for PISG to provide the Services specified in the Order.
- 2.2. Subject to PISG:
  - (a) agreeing in writing to the Order; and
  - (b) receiving any other necessary information substantially in the form prescribed by PISG,the Services specified in the Order will be provided in accordance with the Agreement.
- 2.3. PISG has no liability for charges, costs or expenses incurred by or on behalf of the Customer to another Provider or other third party prior to the applicable Service Start Date.
- 2.4. The Services will be provided for the Minimum Period, unless stated otherwise in the Order.
- 2.5. Subject to **clause 2.4**, the parties may agree to align Services under the same or a different Order to have a common Renewal Date.
- 2.6. If the Customer does not wish some or all of the Services to continue beyond the Renewal Date for those Services, it must provide notice of cancellation to PISG at least 90 days prior to that Renewal Date. If no such notice is given, the Services are automatically renewed as and from that Renewal Date for the Renewal Period, unless stated otherwise in the applicable Service Schedule.
- 2.7. If the Customer gives notice of cancellation in accordance with **clause 2.6**, the applicable Services will be cancelled with effect from the Renewal Date and **clause 16.5** will apply to the affected Services.
- 2.8. If the Customer cancels any Services after PISG has agreed to the Order but prior to the Service Start Date for those Services, **clause 16.5** will apply to the affected Services.

#### 3. SUPPLY OF SERVICES

- 3.1. PISG:
  - (a) will determine how the Services are provided, select the Providers, port the numbers or any services to PISG's preferred Providers (to the extent that preselection is available or applicable), or to arrange least cost routing of traffic;
  - (b) will invoice the Customer for all Charges incurred in connection with:
    - (i) the use of the Designated CLIs and Services; and/or
    - (ii) the provision of the Services or the installation of any Equipment;

- (c) will carry out any actions necessary or incidental to give effect to this clause (including signing and submitting on the Customer's behalf any necessary authority forms or other details required to provide the Services);
  - (d) may vary the terms of any Service Schedule at any time upon notice to the Customer, provided the change is not inconsistent with these Trading Terms; and
  - (e) may engage subcontractors or other Providers to supply some or all of the Services.
- 3.2. If PISG proposes to vary the specifications of the Services (including the way in which PISG delivers the Services to the Customer) in a way that will have a material adverse effect on the Customer's day to day use of the Services, PISG will not make that variation without obtaining the Customer's prior written consent (such consent not to be unreasonably withheld).
- 3.3. Subject to **clause 3.2**, PISG may vary the specifications of the Services (including the way in which PISG delivers the Services to the Customer), at any time without giving the Customer any notice of such variation.
- 3.4. If the Customer wishes to change the Services by way of service upgrade, it shall notify PISG of its intention in writing. If PISG is able to accede to the request made by the Customer, PISG shall use commercially reasonable endeavours to implement the service upgrade after the Customer's request or such other dates as PISG may agree with the Customer. No downgrade of the Services is permitted during the Minimum Period. PISG shall, in its sole and absolute discretion, determine whether any change in Services is an upgrade or downgrade and the Customer shall be bound by PISG's determination thereof.
- 3.5. In the event of any change to the Services in accordance with the Agreement, all other relevant provisions of the Agreement shall be amended or deemed amended to reflect such change and corresponding Charges.
- 3.6. The Customer shall sign a Service Report upon the successful installation of any Equipment and the Customer is able to access the Services. In the absence of a signed Service Report, PISG shall be entitled to treat the installation of such Equipment or the provision of such Services as duly installed or provided.

#### **4. PROVISIONING**

- 4.1. The Customer may at any time issue a Provisioning Request to PISG. PISG may in its absolute discretion accept or reject any Provisioning Request issued to it.
- 4.2. PISG may issue a Provisioning Request Confirmation on receipt of all necessary technical information from the Customer. The issue of a Provisioning Request Confirmation constitutes acceptance by PISG of the Provisioning Request to which it relates, subject to the terms of that Provisioning Request Confirmation.
- 4.3. The Customer is liable for all Charges incurred in implementing or arising out of an accepted Provisioning Request and Provisioning Request Confirmation. If Services are being cancelled, additional payments may apply in accordance with **clause 16.5**.
- 4.4. Subject to **clause 4.5**, PISG will provide the Services in accordance with the accepted Provisioning Request and the applicable Provisioning Request Confirmation. A Completion Notice will be issued after the Services have been implemented and the Customer is liable for all Charges for the new Services from the date specified in the Completion Notice.
- 4.5. The Customer agrees to provide all necessary assistance, cooperation and information reasonably required by PISG to implement the accepted Provisioning Request and Provisioning Request Confirmation. PISG is not liable for any delays or charges arising from a failure of the Customer to comply with this clause.

- 4.6. If the Customer cancels any Services after PISG has accepted the Provisioning Request but prior to the Service Start Date for those Services, **clause 16.5** will apply to the affected Services.
- 4.7. Unless otherwise agreed in writing by the parties, the Minimum Period for new Services provisioned under this **clause 4** is twenty-four (24) months from the Service Start Date for the new Services and the Minimum Period for existing Services will remain unaffected.

## **5. MATTERS RELATING TO SERVICES**

- 5.1. The Customer acknowledges that:
- (a) the Services may not be free from fault or interruption;
  - (b) the Services may be unavailable during Planned Outages or unscheduled maintenance period;
  - (c) no warranties or guarantees are given as to the currency, availability, accuracy, security or quality of any information received or accessed using the Services or the Website;
  - (d) the Customer is solely responsible for any reliance on or use of the information received or that is accessed when using the Services or the Website; and
  - (e) the Services will be provided by PISG using reasonable care and skill.
- 5.2. PISG is entitled, without incurring any liability to the Customer and without prejudice to its rights under **clause 16**, to suspend any Services immediately or at any time where:
- (a) there is a Planned Outage;
  - (b) it is necessary due to a Force Majeure Event;
  - (c) PISG considers it is necessary for repair, maintenance or service of any part of a Network, subject to the terms of any applicable Service Level Guarantee;
  - (d) PISG has a right under the Agreement to terminate, cancel or suspend the Services;
  - (e) PISG suspects that there has been fraudulent or illegal use of the Services or a Designated CLI or that the Customer's account has been compromised or accessed by an unauthorized person;
  - (f) PISG believes that there is excessive or unusual use of the Services;
  - (g) an Emergency occurs;
  - (h) PISG believes the Customer has breached the Agreement (including failing to make payments to PISG when due) and has not remedied that breach within the period specified in PISG's notice;
  - (i) PISG believes the Customer is jeopardising the operation or quality of a carrier's Network or the services the carrier supplies to its customers; or
  - (j) the Customer poses an Unacceptably High Credit Risk,
- and PISG will end the suspension as soon as reasonably practicable after the event or circumstance requiring the suspension has ceased (if applicable) or in the case of **clause 5.2(h)**

only, the Customer has remedied the breach within a further period (as specified by PISG in writing).

- 5.3. Any degradation or interruption in the Services due to any event under **clause 5.2** shall not give rise to a refund of any sums paid by the Customer to PISG, nor shall it relieve the Customer from its obligations to pay any sums due and payable to PISG.
- 5.4. PISG shall not be liable for any claim arising from any action or omission by PISG to the extent that such action or omission resulted from compliance by PISG with the Customer's instructions in relation to the Services.

## **6. CONSULTING SERVICES**

- 6.1. If PISG has agreed to provide Consulting Services, then at the Customer's request PISG will provide such Consulting Services at the Charges agreed and on the terms (including any Service Level Guarantees) applicable to those Consulting Services as specified by PISG from time to time.
- 6.2. The Order may specify credits to a nominal dollar value that may be used by the Customer for value-added services (including consultancy projects) as agreed in writing by PISG at its then applicable standard rates. Any unused credits will expire upon cancellation or termination of any Services to which those credits relate.
- 6.3. It is solely the Customer's responsibility to decide whether or not to implement any recommendations made pursuant to the Consulting Services or to act in reliance upon any estimate, opinion, conclusion or other information provided as part of those Services. In providing the Consulting Services, PISG will rely upon its general telecommunications experience but ultimately will act on the Customer's written directions.
- 6.4. PISG makes no warranty as to the accuracy or reliability of any estimate, opinion, conclusion or recommendation or other information provided as part of the Consulting Services (which may vary at any time without notice), and to the maximum extent permitted by law, disclaims all liability for any loss or damage that may be suffered by the Customer through relying upon the Consulting Services (or anything omitted from the Consulting Services), even if such loss or damage was reasonably foreseeable.

## **7. SERVICE LEVEL GUARANTEES**

- 7.1. The Services may be supported by a Service Level Guarantee. Depending on the Service Level agreed in writing by the parties, the Service Level Guarantee may entitle the Customer to receive a rebate if it is breached.
- 7.2. PISG will use reasonable endeavours within its discretion to supply the Services in accordance with or in excess of the Service Levels (if any), but a breach of a Service Level or Service Level Guarantee is not a breach of the Agreement and shall not entitle the Customer to terminate or suspend the Agreement.
- 7.3. The Service Level Guarantee will not apply to supply of the Services where:
  - (a) the interruption is due to a Planned Outage or an Emergency;
  - (b) there is a failure or malfunction with the Customer's property, any Customer Equipment, any computer software or power supply to the Premises;
  - (c) the failure is as a result of an act or an omission by the Customer or a person under the Customer's direction or control (other than if the act or omission is at PISG's direction), including a breach of the Agreement;

- (d) the failure is due to a Force Majeure Event;
- (e) the Customer fails to notify PISG of the events giving rise to a claim for any rebate based on an alleged breach of a Service Level Guarantee within fourteen (14) days of the event occurring; or
- (f) the failure arises by reason of a requirement imposed upon PISG by a Government, statutory or other relevant authority with jurisdiction over the Services.

7.4. If a rebate is payable for a failure to meet a Service Level Guarantee:

- (a) the maximum amount payable for any failure to meet a Service Level Guarantee in any one (1) calendar month cannot exceed the total Charges payable by the Customer in that month for the Service affected by the failure. Where necessary, this amount will be calculated on a pro-rata basis;
- (b) the Service Level Guarantee may impose a cap on the amount of rebate payable in relation to a single incident;
- (c) any rebate payable under the Service Level Guarantee is the Customer's sole and exclusive remedy under the Agreement for that failure;
- (d) if an incident occurs in one (1) calendar month and continues into the next calendar month, any rebate will be calculated for the entire period of the outage, but will be subject to the limits of the calendar month in which the incident first occurred; and
- (e) if the circumstances of a single event or sequence of events are such that a rebate may be claimed for more than one type of failure to meet a relevant Service Level Guarantee, the Customer's entitlement to obtain a rebate is limited to receiving only one rebate, being that rebate which PISG determines (acting in good faith), will provide the greatest benefit to the Customer.

## 8. CHARGES

- 8.1. The Customer is liable for all Charges incurred by or on behalf of it under any Order or Provisioning Request.
- 8.2. The Charges are calculated in accordance with the Pricing Schedule, or Order or the PISG Standard Price List (unless stated otherwise in the applicable Service Schedule).
- 8.3. The PISG Rates:
  - (a) will be specified in the Pricing Schedule or Order or an accepted Provisioning Request;
  - (b) unless stated otherwise in the applicable Service Schedule, apply to the Services from their respective Service Start Dates until terminated in accordance with the Agreement;
  - (c) will cease to apply in the event that the Order is not renewed upon expiry of the Minimum Period; and
  - (d) apply only if payment for the Charges is made in accordance with **clause 9**.
- 8.4. Except to the extent that the PISG Rates apply to a Service or unless stated otherwise in the applicable Service Schedule, the Charges are calculated using the applicable rates for that Service specified in the PISG Standard Price List at the time the Charges are incurred.

- 8.5. If the PISG Rates cease to apply in accordance with **clause 8.3**, the Charges shall be calculated using the applicable rate in the PISG Standard Price List, unless stated otherwise in the applicable Service Schedule.
- 8.6. PISG may vary:
- (a) the PISG Rates at any time by providing notice to the Customer to reflect:
    - (i) any increase or decrease in charges passed on to PISG by any Provider; or
    - (ii) the impact of an Exchange Rate Variation on PISG's costs of providing the Services.

Any such variation will take effect from the start of the first billing period not less than thirty (30) days after the notice is given;
  - (b) the PISG Standard Price List at any time without notice to the Customer. Any such variation will take effect from the start of the first billing period not less than thirty (30) days after the date that the latest version of the PISG Standard Price List is posted by PISG to the Website; and
  - (c) the service charge imposed by PISG on any payment modes at any time by providing notice to the Customer. Any such variation will take effect from the start of the first billing period not less than thirty (30) days after the notice is given.
- 8.7. The PISG Rates may also be varied by the written agreement of the parties. Any agreed variation in the PISG Rates will take effect from the start of the first billing period not less than thirty (30) days after the change is agreed or such other date mutually agreed by the Customer and PISG or such other date mutually agreed by the Customer and PISG.
- 8.8. PISG may round up any Charge to the nearest cent before goods and services tax is applied.

## **9. INVOICING and PAYMENT**

- 9.1. PISG will invoice the Customer for the Charges from the Service Start Date (with any recurring fees to be prorated accordingly). Invoices may be provided in paper format or electronically. Electronic invoices are subject to any terms and conditions that apply to PISG's online services from time to time. To the extent of any inconsistency between the Charges specified in an invoice and those accessed electronically via the Website, the Charges specified in the invoice will prevail.
- 9.2. The Customer may in writing request that the Charges be invoiced to specified cost centres, billing entities or other formats. Acceptance of any such request is subject to PISG's reasonable requirements and in any event is not retrospective in operation. The Customer at all times remains liable for all invoiced Charges irrespective of whether the Charges are allocated in any particular way.
- 9.3. The Customer is responsible for any Tax arising out of or in connection with the Agreement, subject to PISG first providing a tax invoice. Any such Tax will be payable by the Customer in accordance with **clause 9.4**. If the Customer is required under the law of any jurisdiction outside Singapore to deduct or withhold any sum as a Tax imposed on or in respect of any amount due or payable to PISG, the Customer must make such deduction or withholding as required and the amount payable to the PISG must be increased by any such amount necessary to ensure that PISG receives a net amount equal to the amount which it would have received in the absence of any such deduction or withholding.
- 9.4. The Customer must pay the Charges (other than any disputed amount withheld in accordance with **clause 9.7**) and Tax (if applicable) in full within the Payment Period. Unless otherwise agreed, payment must be made by direct deposit into PISG's nominated account. A service charge may apply to any payments.

- 9.5. No implication arises that the Charges set out in an invoice are not payable in circumstances including, but not limited to, the following:
- (a) not all Charges incurred in a billing period are included in the same invoice; or
  - (b) incorrect invoices are issued and amended or additional invoices are subsequently issued.
- 9.6. Subject to **clause 9.7**, if some or all invoiced Charges are not paid within the Payment Period, PISG may, without prejudice to its rights under **clause 16**, do any or all of the following:
- (a) by notice cease using the PISG Rates in respect of the Services and assess the Charges by reference to the applicable rates in the PISG Standard Price List until payment in full (including interest and other charges) is made;
  - (b) impose interest on the outstanding amount from the due date until it is paid in full at the rate of two per cent (2%) per month. Such interest shall accrue daily until the outstanding amount is fully paid to PISG notwithstanding the termination of the Agreement;
  - (c) by seven (7) days' notice suspend availability of the Services, without terminating the Agreement, until payment in full (including interest and other charges) is made;
  - (d) report the default to a credit reporting agency; and
  - (e) charge a late payment fee of five (5) Singapore dollars
- 9.7. If the Customer in good faith genuinely disputes any invoiced Charges, the Customer may withhold the disputed amount, but only if on or before expiry of the Payment Period:
- (a) the undisputed amount of the invoice is paid in full; and
  - (b) notice is given of the dispute, setting out details of the amount disputed, the reasons for the dispute and the basis for calculating the disputed amount.
- PISG will investigate the dispute and (if applicable) raise it with the Provider. The Customer acknowledges and agrees that PISG's decision (or the Provider's decision if applicable) on the disputed amount is final. If the disputed amount is found to be payable (in whole or in part), then the Customer must pay that amount within fourteen (14) days of receiving notice of the decision. Invoiced Charges that are not disputed in good faith within one (1) month of the date of an invoice are deemed to be correct.
- 9.8. PISG may offset any amounts payable to the Customer (including rebates) against any outstanding Charges.
- 9.9. PISG shall be entitled to charge an administrative fee up to fifteen per cent (15%) of the total value of the Agreement plus Tax (if applicable) in the event the Customer cancels the Agreement after the Agreement is executed but prior to the deployment work being performed by PISG or the Services being available.
- 9.10. The Customer shall be solely responsible for all Charges incurred through the use or purported use (regardless whether it is authorized) of the Customer's account with PISG including without limitation internet roaming charges, local loop charges and charges imposed by third parties. The Customer will be liable for and shall pay on demand to PISG any charges incurred by any unauthorized or illegal log-ins for any reason whatsoever.

- 9.11. The Customer may request PISG to attend at the Installation Address of any Equipment in respect of any failure or disruption of the affected Services. PISG reserves the right to impose Charges for the site visit if it is subsequently determined that such failure or disruption is attributable to the Customer's fault.
- 9.12. Time shall be of the essence in relation to any sums due and payable by the Customer to PISG.

## **10. CREDIT ASPECTS**

- 10.1. The Customer consents to PISG obtaining at any time a credit report from a credit reporting agency.
- 10.2. If:
- (a) any credit report obtained pursuant to **clause 10.1** is in PISG's view unfavourable;
  - (b) the Customer has breached **clause 9.4** on two (2) or more occasions; or
  - (c) the Customer poses an Unacceptably High Credit Risk,

PISG reserves the right (without prejudice to its rights under **clause 16**), to:

- (i) require the Customer to provide a Security or to increase the amount of any existing Security or provide an additional form of Security; or
  - (ii) impose a Credit Limit for any Charges that may be incurred under the Agreement.
- 10.3. Any Security required under **clause 10.2** must be provided in a form and method acceptable to PISG within seven (7) days of the date of PISG's notice.

## **11. CUSTOMER OBLIGATIONS**

- 11.1. The Customer is responsible for:
- (a) controlling access to and use of the Services, except to the extent otherwise agreed in writing by the parties;
  - (b) controlling access to and use of any passwords provided by PISG (including but not limited to the Customer's personal identification numbers);
  - (c) ensuring that the Services are used only in accordance with the Agreement and all applicable laws and that such use does not violate any third-party rights;
  - (d) ensuring the security of any communications made using the Services or any Customer Equipment connected to the Services. PISG does not guarantee or warrant the security or privacy of any communications made using the Services and shall not be responsible for any data retrieved, stored or transmitted through the Services by the Customer;
  - (e) payment of all Charges, even if it resells, or distributes any of the Services;
  - (f) using the Services in accordance with the Agreement and such other conditions as may be notified in writing to the Customer by PISG from time to time;
  - (g) obtaining and maintaining any necessary licences, permissions and consents which may be required for the Services; and
  - (h) cooperating with PISG in all matters relating to the Services.



- 11.2. The Customer must comply with any Acceptable Use Policies that are applicable to the Services.
- 11.3. The Customer must not knowingly introduce or allow the introduction of any virus, worm, trojan horse, zombie, keylogger or other malicious code into the Services or any Network.
- 11.4. The Customer shall not resell or otherwise provide the Services or allow the use of any PISG Equipment to any third party without PISG's prior written consent, whether for profit or otherwise.

## **12. PURCHASE OF EQUIPMENT**

- 12.1. A range of Equipment may be offered for sale for the Customer's use with the Services. Subject to PISG's rights under **clause 10** and any Credit Limit imposed by PISG under that clause, the Customer may at any time order such Equipment (at PISG's then current list price) using an Order or Provisioning Request for any Equipment. PISG may in its absolute discretion accept or reject such an order.
- 12.2. The following conditions apply to any Purchased Equipment:
  - (a) title to any Purchased Equipment does not pass and remains with PISG until the Purchased Equipment is paid for in full;
  - (b) the Purchased Equipment is at the Customer's risk immediately on delivery to the Customer, irrespective of when payment is due from the Customer. Consequently, if any Purchased Equipment is damaged, lost or stolen after delivery the Customer will still be liable to pay PISG for it in full. Upon such delivery and until the Customer has paid in full for the Purchased Equipment, the Customer shall keep in safe custody the Purchased Equipment and shall not to remove, delete or otherwise make obscure any original identification mark placed on the Purchased Equipment; and
  - (c) if the Purchased Equipment is not paid in full by the relevant due date, PISG may at any time (without prejudice to any other right or remedy available to PISG) require the Customer to deliver up the Purchased Equipment, failing which PISG shall have the right to enter any premises of the Customer or of any third party where the Purchased Equipment is stored in order to recover it.
- 12.3. The Customer accepts exclusively the applicable terms and conditions of the manufacturer's warranty in respect of all Purchased Equipment and agrees that PISG has no obligation to the Customer for any malfunction of or damage to any Purchased Equipment.
- 12.4. The Customer acknowledges that it has relied upon its own skill and judgement in selecting the Purchased Equipment.
- 12.5. If the Customer is in breach of its payment obligations under **clause 9** or the Services under an applicable Order have been cancelled or terminated, and the Purchased Equipment has not been returned to PISG on written request, then:
  - (a) PISG may without notice re-take and resume possession of any Purchased Equipment that has not been entirely paid for and may through its authorised representatives enter the Customer's premises or any other premises where the Purchased Equipment may be kept without being liable for any loss or damage occasioned by such action; and
  - (b) the Customer indemnifies PISG against any claim made against PISG for loss or damage arising out of any permissible actions taken in accordance with **clause 12.5(a)**.

## **13. PISG EQUIPMENT**

- 13.1. This clause only applies if PISG is providing PISG Equipment as part of the Services.

- 13.2. Title to the PISG Equipment is retained by PISG or (if applicable) the third party (including any Provider) involved in the supply of the Services and nothing in the Agreement will be construed as conferring ownership upon the Customer. The Customer acknowledges that despite any law to the contrary or an affixation of the PISG Equipment to the Premises, the PISG Equipment is and remains the property of PISG or the relevant third party.
- 13.3. PISG reserves all rights in the PISG Equipment not expressly granted to the Customer.
- 13.4. The Customer must:
- (a) operate the PISG Equipment with due care and skill; and by using appropriately qualified personnel;
  - (b) comply with all PISG's reasonable directions in respect of any PISG Equipment;
  - (c) not allow any PISG Equipment to be altered, repaired, serviced, moved or connected to or disconnected from any power source other than by personnel approved by PISG;
  - (d) not transfer, sell, hire or give away any PISG Equipment or any of its rights in any PISG Equipment; and
  - (e) assume all risk of loss or damage to any PISG Equipment while it is in its possession or control (except to the extent of PISG's gross negligence).

#### **14. INFORMATION**

- 14.1. The Customer:
- (a) will promptly provide PISG with all information that PISG (including PISG's contractors and agents) may reasonably require in order to fulfil its obligations under the Agreement or any of its contractual obligations to any Provider or other supplier and ensure that such information is true, complete, accurate and not misleading;
  - (b) authorizes PISG to obtain such information as PISG may need from time to time from any Provider for the purpose of fulfilling its obligations under the Agreement or as otherwise required or permitted by law;
  - (c) authorizes PISG to obtain from or give to any credit providers named in a credit report or credit reporting agency, information about the Customer's credit arrangements which may include any information as to the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers or credit reporting agencies are allowed by law to give or receive;
  - (d) consents to PISG and any Provider involved in the supply of the Services exchanging call charging and other information concerning the Customer's account (including End User Service Information);
  - (e) consents to PISG using End User Service Information for the purpose of marketing other services to the Customer; and
  - (f) will comply with all applicable Data Protection Laws, including ensuring that it has given and/or obtained all necessary consents and/or notices thereunder.
- 14.2. The Customer consents to PISG collecting and authorizes PISG to use, exchange or disclose any information provided by the Customer (including End User Service Information) with PISG's Providers, contractors and agents to the extent necessary to install and supply the Services.

## 15. CONFIDENTIALITY

- 15.1. The Customer acknowledges that the contents of the Agreement and any pricing or product information (including in any proposal) provided by PISG constitute commercially sensitive and confidential information, except to the extent that it is published on a publicly available portion of the Website. The Customer agrees not to disclose (and shall procure that its employees, officers, agents and consultants do not disclose) that information to any third party without PISG's prior written consent, unless legally compelled to do so, and then only after providing notice to PISG of the making of that order.
- 15.2. PISG acknowledges that the information supplied by the Customer or received by PISG from a Provider in relation to the Services is commercially sensitive and may contain confidential information. Subject to its rights under **clauses 9 and 14** and the Privacy Policy, PISG agrees not to disclose to any third party any information provided by the Customer and that the Customer asserts is confidential information without the Customer's prior written consent, unless for any of the following purposes:
- (a) planning, provisioning and billing for telecommunication Services or Equipment to be provided by PISG;
  - (b) managing bad debt;
  - (c) fraud prevention; or
  - (d) disclosure as required by law or the rules of any relevant regulatory body.

## 16. TERMINATION and CONSEQUENCES

- 16.1. PISG is entitled to terminate:
- (a) the Agreement or any Services with immediate effect without notice to the Customer if:
    - (i) subject to **clause 9.7**, the Customer fails to pay in full the Charges due under an Order or Provisioning Request within fourteen (14) days of the end of the Payment Period;
    - (ii) the Customer breaches the Agreement (including failing to observe the Minimum Period);
    - (iii) the Customer is subject to an Insolvency Event; and/or
    - (iv) the Customer breaches any licence, permit, authorisation or law relating to the use of any of the Services; or
  - (b) any Services on thirty (30) days' notice if PISG's right to provide those Services is revoked, terminated or otherwise restricted as a result of government action, regulatory change, or any action lawfully taken by a Provider under any agreement between the Provider and PISG for the supply of the Services (without PISG being liable to the Customer for the termination of those Services).
- 16.2. The Customer is entitled to cancel any Services with immediate effect on giving notice to PISG if PISG is subject to an Insolvency Event.
- 16.3. Subject to **clause 16.5**, either party is entitled to cancel any Service without reason by providing at least ninety (90) days prior notice, unless stated otherwise in the applicable Service Schedule.
- 16.4. On cancellation or termination of Services or the Agreement for any reason:
- (a) PISG may cease providing the Services and terminate the licence set out in **clause 21.2** with immediate effect;

- (b) all Charges and any other amounts owing by the Customer for those Services, including the amounts calculated in accordance with **clause 16.5**, are immediately due and payable; and
- (c) the Customer must, in relation to the cancelled Services, immediately return to PISG or permit PISG to take possession of:
  - (i) all PISG Equipment; and
  - (ii) any Purchased Equipment that has not been fully paid for.

16.5. In addition to any Charges due under the Agreement, if:

- (a) the Customer cancels some or all of the Services with effect from prior to the expiry of the Minimum Period or, if applicable, any Renewal Period, other than in accordance with **clause 16.2**;
- (b) the Customer cancels some or all of the Services in accordance with **clause 2.8**;
- (c) the Customer cancels some or all of the Services in accordance with **clause 4.6**; or
- (d) PISG terminates the Agreement or any Services in accordance with **clause 16.1(a)**,

the Customer will pay to PISG as a genuine estimate of the loss PISG will incur from early cancellation of the Services, the aggregate of:

- (i) all sums that would have been payable during the unexpired term of the Minimum Period;
- (ii) any early cancellation payments for the Services calculated in accordance with the applicable Service Schedule; and
- (iii) any Charges for any Consulting Services provided to the Customer, calculated at PISG's standard rates, except to the extent that the Customer has already paid for those Consulting Services.

16.6. The Customer acknowledges that, in line with industry practice, termination or cancellation of the Agreement or any Services (other than in accordance with **clause 16.1(a)**) does not mean that the Services will automatically cease to be supplied. The Customer remains liable for all Charges incurred in relation to the Services until they are either cancelled, or transferred to a new service provider, notwithstanding any termination of the Agreement.

16.7. The Agreement continues until all Services have been transferred or cancelled as set out in **clause 16.6**.

16.8. Despite any provision in the Agreement to the contrary, the effective date of cancellation of Services or termination of the Agreement will be the date on which PISG ceases to provide any Services to the Customer.

## **17. LIMITATION OF LIABILITY**

17.1. To the fullest extent permitted by law, all conditions and warranties in relation to the Services are excluded and PISG is not liable to the Customer (or any party claiming through the Customer), in tort, contract or otherwise (including negligence or breach of statutory duty) for any:

- (a) increased costs or expenses;
- (b) loss of profits, opportunity, use, revenue, data, goodwill, reputation, contracts, business or anticipated savings;

- (c) special, indirect, incidental or consequential damage; or
- (d) loss of any nature whatsoever (including loss of damage suffered by the Customer as a result of an action brought by a third party unless expressly stated otherwise in the Agreement) suffered by the Customer arising directly or indirectly from the provision or use of the Services or any error, defect, interruption or non-availability of the Services and/or the performance, non-performance or delayed performance of any of the obligations on the part of PISG under the Agreement,

even if such costs, loss or damage was reasonably foreseeable.

- 17.2. PISG's liability under the Agreement (if any) is limited to the actual direct damages incurred by the Customer which in any event shall not exceed a sum equal to the total amount paid by the Customer under the Agreement in relation to the Services affected by the circumstances giving rise to the claim for the period of twelve (12) months prior to the date of the liability arising. Any claim by the Customer must be formally commenced within twelve (12) months after the Customer becomes aware (or ought reasonably to have become aware) of the facts giving rise to such claim, failing which the Customer shall have no right of action in respect of the same subject matter of such claim. This clause expressly overrides any statutory provision that would otherwise apply.
- 17.3. Notwithstanding any other provision of the Agreement, the Customer is liable to PISG (including PISG's directors, officers, employees, contractors and agents) for and indemnifies PISG and its directors, officers, employees, contractors and agents against any loss, damage, claim, suit, proceeding, liability and cost (including all legal costs and disbursements on a full indemnity basis) which PISG may suffer, directly or indirectly (including as a result of any third party claim against PISG) by reason of or arising out of:
- (a) the use or attempted use (including fraudulent use), by any person (including the Customer), of a Service or equipment connected to a Service, including any PISG Equipment and Purchased Equipment;
  - (b) any information, data, images, graphics or material produced, stored, transmitted, accessed, downloaded or used by the Customer or any other person using the Services;
  - (c) any loss or damage caused by the Customer Equipment stored at the Installation Address, or the acts or omissions of employees of the Customer at the Installation Address;
  - (d) any breach by the Customer of the Agreement, including the Acceptable Use Policies;
  - (e) any loss or damage to any PISG Equipment while it is in its possession or control (except to the extent of PISG's gross negligence); and/or
  - (f) any actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with PISG's use of any data or information provided by the Customer to PISG.
- 17.4 The Services are provided by the PISG under the Agreement on an "as is" and "as available" basis. The Customer expressly acknowledges that PISG may not be the original manufacturer, owner or supplier of the PISG Equipment or Purchased Equipment. The Customer accordingly agrees and acknowledges that no condition, warranty or representation of any kind is given by PISG or its agents with respect to the PISG Equipment or Purchased Equipment. All conditions, warranties or representations, express or implied, statutory or otherwise, as to the quality description or otherwise of the PISG Equipment or Purchased Equipment or as to its fitness for any purpose are hereby expressly excluded.

**18. FORCE MAJEURE**

- 18.1. Notwithstanding any other provision in the Agreement, neither party will be liable for any delay or failure in performance of any part of the Agreement, other than for any delay or failure in an obligation to pay money, to the extent that such delay or failure is attributable to a Force Majeure Event.
- 18.2. Each party's obligations under an Order affected by the Force Majeure Event will be suspended to the extent of the Force Majeure Event. The parties will work together in good faith to minimise the impact of any Force Majeure Event (including implementing any commercially practicable workarounds).

**19. REGULATORY ASPECTS**

- 19.1. The Customer:
- (a) consents to PISG disclosing any information in relation to the Customer's account or use of the Services to the extent required by any law enforcement agency without notifying the Customer of the request or the information provided;
  - (b) acknowledges that PISG may be required to intercept communications over the Service and may also monitor usage of the Service and communications sent over it as required by law;
  - (c) must promptly comply with any direction issued by any Authorities in connection with the supply of the Services;
  - (d) will cooperate with PISG if PISG is required to comply with any such direction (which may include suspending Services); and
  - (e) will provide reasonable assistance in any investigation by the Authorities in connection with the supply of the Services in which PISG is involved, whether or not required by law to do so.

**20. NOTICES**

- 20.1. All notices, consents, requests and other communications required to be given under the Agreement must be in writing and delivered or sent by hand, registered post, email or fax to the Customer's address, email address or fax number on the Order (if to the Customer) or to PISG's address, email address or fax number below (if to PISG), or such other address, email address or fax number pursuant to **clause 20.4**:

Pacific Internet (S) Pte Ltd  
1 Fusionopolis Walk  
#06-11 North Tower Solaris  
Singapore 138628  
Fax: 6822 1327  
Email address: [enquiry@pacificinternet.com](mailto:enquiry@pacificinternet.com)

- 20.2. Subject to **clause 20.3**, a notice, consent, request or other communication under the Agreement is, in the absence of earlier receipt, regarded as given and received:
- (a) if it is delivered by hand, on delivery at the address of the relevant party;
  - (b) if it is sent by registered post, on the third Business Day after the day of posting, or if to or from a place outside Singapore, on the seventh Business Day after the day of posting; and

- (c) if it is sent by email or fax, at the time and on the day it was successfully sent.
- 20.3. If a notice, consent, request or other communication under the Agreement is given and received on a day that is not a Business Day or after 5.00 pm (local time in the place of receipt) on a Business Day, it is regarded as being given and received at 9.00 am on the next Business Day.
- 20.4. Either party may change its address, email address or fax number for service by providing not less than seven (7) days prior notice to the other party.
- 20.5. Where PISG has prescribed a form of notice for the purposes of the Agreement, "in writing" means in that prescribed form.

## **21. INTELLECTUAL PROPERTY RIGHTS**

- 21.1. All Service IP shall be owned by and remain the sole and exclusive property of PISG or its licensors. Save for the licence set out in **clause 21.2**, nothing in the Agreement shall constitute a transfer of any Service IP to the Customer or give the Customer any right, title or interest in or to any Service IP.
- 21.2. Subject to payment of all sums due and payable by the Customer under the Agreement, PISG grants to the Customer a non-exclusive, non-transferable, revocable and restricted licence (with no right to sub-license) to use any Service IP within any country in which PISG supplies the Services solely as necessary for the Customer to enjoy the benefit of the Services as set out in the Agreement. The Customer shall not sub-license, assign or otherwise transfer such licence without PISG's prior written approval.
- 21.3. PISG may terminate or suspend the Agreement, or the Customer's access to any Service IP, in the event that PISG is required to do so by law, by order of a court of competent jurisdiction or when PISG has reasonable grounds to believe that the Customer is involved in any fraudulent or other illegal activities in connection with the Agreement.
- 21.4. During the performance of the Services or in connection with the Customer's use of any Service IP, it may be necessary for PISG to obtain, receive or collect data or information from the Customer. The Customer grants to PISG a non-exclusive, worldwide, perpetual, irrevocable and royalty-free licence to:
- (a) use, compile, distribute, display, store, process, reproduce or create derivative works of such data solely as necessary for PISG to supply the Services to the Customer;
  - (b) aggregate such data with other data for use in an anonymous manner for PISG's marketing and sales activities; and
  - (c) copy and maintain such data on the servers of PISG or its suppliers during the term of the Agreement.

The Customer represents and warrants that it has obtained all authorisations necessary to use and transfer such data within and outside of any country in which the Customer is located in connection with PISG's supply of the Services or the Customer's use of any Service IP.

- 21.5. The Customer undertakes that it shall not:
- (a) modify, alter, reverse engineer, hack into, taper with, dilute, pass off, obscure, remove, delete, augment, interfere with, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit or infringe any Service IP (in whole or in part);

- (b) at any time do, or omit to do, or permit to be done, any act or thing which will in any way impair the rights and title of PISG or its licensors in and to any Service IP or make any representation or do or permit to be done any act which may be taken to indicate that the Customer has any right, title or interest in or to the ownership of any Service IP except as granted under the licence set out in **clause 21.2**, or that may invalidate or jeopardise the registration of any Service IP;
  - (c) do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the reputation or goodwill associated with any Service IP, PISG or any related body corporate of PISG;
  - (d) directly or indirectly challenge, contest, or call into question the validity or the ownership of any Service IP, and to the extent that any such claim exists or may exist, the Customer irrevocably waives such claim or right of action;
  - (e) at any time during the term of the Agreement or after its termination, use or register or apply to register any company name, business name or marks which incorporates any Service IP, any variation thereof or which is identical or deceptively similar to any Service IP;
  - (f) in using any Service IP, infringe any third party's Intellectual Property Rights; or
  - (g) assist any other corporation or any persons directly or indirectly to carry out any of the above acts in this clause.
- 21.6. If, at any time, the Customer is deemed in law to be the proprietor or acquires any proprietary right, title and interest in or relating to any Service IP by virtue of the Agreement or by operation of law, the Customer hereby irrevocably and unconditionally assigns to PISG or its licensors all such rights, titles and interests. The Customer shall forthwith do all acts and execute all documents which PISG deems necessary for assigning such rights, titles and interests to PISG or its licensors without payment of any fee or premium to the Customer. Without prejudice to the foregoing, the Customer hereby grants PISG an irrevocable power of attorney to execute any such documents as may be required to demonstrate and record ownership of any rights, titles and interests contemplated within this clause.

## **22. MISCELLANEOUS**

- 22.1. The Agreement constitutes the entire agreement and understanding between the Customer and PISG in relation to its subject matter. All previous negotiations and representations (express or implied) are excluded to the maximum extent permissible at law or in equity.
- 22.2. PISG may at any time assign the whole or any part of the Agreement to a related body corporate or a third party without the Customer's consent and the Customer irrevocably appoints PISG as its lawful attorney to execute all documents and to do all acts as are necessary and desirable to give effect to any such assignment or novation.
- 22.3. The Customer may assign or deal with its rights or obligations under the Agreement with PISG's prior written consent, which PISG will not unreasonably withhold. Any attempt by the Customer to assign the Agreement without such consent will be null and void.
- 22.4. If a part of the Agreement is held to be void, voidable or unenforceable or an invalid part severed, the remainder of the Agreement is not affected.
- 22.5. The Customer acknowledges and agrees that the only individuals who have authority to deal with the terms and conditions of the Agreement are PISG's directors, legal counsel or such other individuals authorized by PISG's directors.



- 22.6. PISG may vary the Agreement while the Services continue to be provided by giving the Customer thirty (30) days prior notice. The Customer may object to the variation provided PISG receives the Customer's objection within ten (10) days of PISG's notice. If the Customer objects, then the parties will negotiate in good faith to agree on an acceptable variation. If no agreement is reached before expiry of the original thirty (30) day notice period, then PISG reserves the right to terminate the Agreement on thirty (30) days' notice.
- 22.7. No waiver by PISG, whether express or implied, of any provision in the Agreement or of any breach or default by the Customer will constitute a continuing waiver or a waiver of any other provision of the Agreement, unless expressly so provided in writing and signed by PISG's authorized representative. No failure to exercise and no delay in exercising on the part of PISG of any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of PISG provided in the Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.
- 22.8. The laws of Singapore govern the Agreement and both parties irrevocably submit to the exclusive jurisdiction of the courts of Singapore.
- 22.9. In the event of any inconsistency between a written variation to the Agreement, a Provisioning Request or Order, a Pricing Schedule, a Service Schedule, the Trading Terms, the PISG Standard Price List and the Acceptable Use Policies, the order of precedence between them will be as listed in this clause. There is no order of precedence between different Service Schedules.
- 22.10. Termination of the Agreement will not affect the accrued rights or remedies of either party.
- 22.11. All clauses which are either expressly or by implication intended to survive termination will continue to apply after termination including without limitation, **clauses 15, 16, 17, 21 and 22**.
- 22.12. A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enjoy or enforce any of its terms.
- 22.13. Any typographical, clerical or other error or omission in any sales literature or other document or any information issued by PISG shall be subject to correction without liability on the part of PISG.
- 22.14. The Agreement may be executed in any number of counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of the Agreement by electronic transmission shall be an effective mode of delivery. Any such signatures executed by electronic transmission shall be recognised and construed as electronic signatures pursuant to the Electronic Transactions Act (Cap. 88) of Singapore and shall be deemed to be original signatures for all purposes.

## **PART 2 – DICTIONARY**

### **1. Definitions**

In the Agreement:

**Acceptable Use Policies** means PISG's acceptable use policies as published on the Website from time to time.

**Act** means the Telecommunications Act (Cap. 323) of Singapore and definitions used in the Act have that meaning in the Agreement unless the contrary intention otherwise appears.

**Agreement** means the agreement between PISG and the Customer for the provision of the Services which comprises the Trading Terms, each Order and Provisioning Request, any applicable Service Schedule, Pricing Schedule, Service Level and Service Level Guarantee, any service application form, any Service Report, the Acceptable Use Policies and any documents attached to or incorporated into the above documents by way of reference.

**Authorities** means any government, quasi-government, statutory, quasi-statutory or regulatory authorities or bodies, including IMDA.

**Business Day** means any day other than a Saturday, Sunday or official public holiday in Singapore.

**Charges** means:

- (a) any amounts payable by the Customer for the provision of the Services (including any Data Charges as defined in Service Schedule – Data Services) and the supply of any Purchased Equipment under any Order or Provisioning Request;
- (b) any early termination payments for the Services calculated in accordance with the applicable Service Schedule; and
- (c) any service charge imposed by PISG on any payments modes, calculated in accordance with the Pricing Schedule, or if the relevant charges are not set out in the Pricing Schedule, the PISG Standard Price List (unless stated otherwise in the applicable Service Schedule) or PISG's then current price list.

**Completion Notice** is a notice issued by PISG notifying the date that work in an accepted Provisioning Request is completed.

**Consulting Services** means any or all services supplied by PISG in the course of, or related to, the supply of the Services to the Customer, or any other services which may be provided by PISG as agreed with the Customer from time to time.

**Credit Limit** means, where applicable, the maximum credit limit provided by PISG to the Customer for the Services or the supply of any Purchased Equipment.

**Customer** means the person, company or other legal entity nominated as the customer in the Order. It includes any additional person or company nominated by the Customer, whether orally or in writing, to receive the Services and in relation to a company the term "Customer" includes a related body corporate and which uses the Services. Where the Customer comprises more than one person, the Agreement will bind each of those persons jointly and severally.

**Customer Equipment** means all hardware and software supplied by the Customer.

**Data Protection Laws** means the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore and, where applicable, the European Union General Data Protection Regulation (or the equivalent in any other jurisdiction(s) applicable to the Customer).

**Data Security Incident** means any unauthorized access (or attempted access) to the Customer's data network that occurs during any use of the Data Services.

**Data Services** means the services specified in Service Schedule – Data Services, including for data access, transmission or internet use.

**Designated CLIs** means:

- (a) the calling line identifiers attached to the individual fixed lines or mobile services converted to us including but not limited to those calling line identifiers the Customer informs PISG of in writing prior to or after PISG's agreement to an Order; and
- (b) any new calling line identifiers subsequently introduced to the Order.

**Emergency** means a situation that, unless immediately remedied, has the potential to jeopardise human life or safety or to cause immediate risk to property.

**End User Service Information** has the same meaning as defined in the IMDA's "Code of Practice for Competition in the Provision of Telecommunications Services" and issued under the Act.

**Equipment** means all hardware and software (including any upgrades thereto pursuant to the Services) which the Customer uses to obtain or access the Services.

**Estimated Traffic Profile** is the estimated total monthly expenditure for Fixed Line Services call charges (i.e. excluding service and equipment and other non-call charges) specified by the Customer in the Order.

**Exchange Rate** means the then current exchange rate for exchanges between those currencies required to be converted by PISG as quoted in The Business Times on the date of the conversion by PISG.

**Exchange Rate Variation** means any change in the Exchange Rate of more than five per cent (5%) from:

- (a) the Exchange Rate at the first Service Start Date; or
- (b) the Exchange Rate at the date of the last adjustment.

**Fixed Line Services** means any or all telecommunications services (including, international and fixed to mobile calls) supplied by PISG to the Customer using the Designated CLIs and includes (but is not limited to) any audio or video conferencing, video on demand or any other products offered by PISG as part of the Fixed Line Services and services that are supplied using PISG's own Facilities or those of other Providers.

**Force Majeure Event** means any cause beyond a party's reasonable control affecting the performance of its obligations under the Agreement, including, but not limited to, fire, flood, earthquake, tsunami, explosion, accident, riot, civil disturbance, war, act of terrorism, strike or other labour dispute, embargo, governmental requirement, order, directive or advisory, epidemic, pandemic or other life-threatening emergency, civil or military authority, act of God, inability to secure materials, industrial disputes, acts or omissions of other providers of telecommunications services, transportation contingencies, power failure, interruptions in telecommunications or internet services or network provider services and failure of any Equipment.

**IMDA** means the InfoComm Media Development Authority of Singapore.

**Intellectual Property Rights** means patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names, service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, semi-conductor topography rights, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which

subsist or will subsist now or in the future in any part of the world, and includes any PISG Equipment.

**Insolvency Event** means any of the following events in relation to a party:

- (a) having a receiver or manager appointed over any of its assets and property;
- (b) having a liquidator appointed (whether under a creditor's petition, voluntary liquidation or otherwise);
- (c) passing a resolution for winding-up (otherwise than for a purpose of amalgamation or reconstruction);
- (d) being placed under any form of insolvency administration;
- (e) entering into any composition or arrangement with its creditors;
- (f) becoming insolvent;
- (g) ceasing to carry on business; or
- (h) any event analogous to the above events.

**Installation Address** means such location designated by the Customer for the installation of the Equipment and/or provision of the Services.

**Minimum Charges** means the sum of all fixed one-off or periodic Charges specified in the applicable Pricing Schedule or accepted Provisioning Request that would be payable if the Services were provided for the whole of the Minimum Period or, if applicable any Renewal Period, less any such Charges already paid by the Customer during the relevant Period.

**Minimum Period** means a period of twenty-four (24) months commencing from the Service Start Date (or such other period as specified in the Order for the relevant Services).

**Mobile Services** means the services specified in Service Schedule – Mobile Services.

**MSA** means a mobile service agreement for any Service or Equipment in the form prescribed by PISG.

**Network** means a network for the use of telecommunications (as that term is defined in the Act).

**Order** means a Service Order, a Quotation, a MSA (as the case may be) and/or such other order form(s) prescribed by PISG from time to time;

**Outage** is a period of time that the supply of the Services to the Customer is interrupted other than an interruption that is less than one (1) second in duration or a Planned Outage.

**Payment Period** means fourteen (14) days from the date of the invoice or such other period agreed in writing by the parties.

**Period** means the Minimum Period and each subsequent Renewal Period.

**PISG** means Pacific Internet (S) Pte Ltd, and includes its employees, subcontractors and authorized representatives acting for and on its behalf.



**PISG Access Code** means the 1591 service based operator access code allocated to us by the IMDA for use by PISG's customers or any other access code advised by PISG to the Customer from time to time.

**PISG Backbone** means the telecommunications network owned and operated by PISG. For the purpose of providing the Services, the PISG Backbone may include other Provider's networks connecting to the PISG Backbone.

**PISG Rates** means any rates specified in a Pricing Schedule and/or Order to be used to calculate the applicable Charges for the Services. The PISG Rates are rates specifically agreed in writing by PISG and the Customer.

**PISG Ready For Service Date** means the date from which PISG expects to supply the Services, which may or may not be the same as the date requested by the Customer.

**PISG Standard Price List** means the price list specifying standard rates for the Services that are used to calculate the Charges in the absence of a particular PISG Rate, as modified by PISG from time to time. The PISG Standard Price List is available electronically through the website located at [www.pacificinternet.com](http://www.pacificinternet.com), or on written request from the PISG account manager allocated to the Customer. For the avoidance of doubt, the CITIC Standard Price List is confidential information of CITIC

**PISG Equipment** means any Equipment supplied by PISG for the purpose of providing the Services whether owned by PISG or a third party (including a Provider), but excludes any Purchased Equipment.

**Planned Outage** means a period of time that PISG may interrupt its supply of the Services to the Customer for routine maintenance or up-grading or other similar processes, after giving the Customer five (5) days prior notice, and which does not exceed the period of time specified in that notice.

**Premises** means a building, structure or vessel owned, occupied or used by the Customer containing a facility, or to which a Service is supplied or at which any of the Customer's or a Provider's property is Located.

**Pricing Schedule** means the schedule attached to each Order (or amended in accordance with the Agreement) that specifies the PISG Rates.

**Privacy Policy** means PISG's privacy policy as published on the Website from time to time.

**Provider** means a carrier, service provider or other supplier used by PISG to provide some or all of the Services to a Customer.

**Provisioning Request** means any Customer order to add to, vary, or cancel Services issued by the Customer under **clause 4.1**. It may, without limit, include a request to vary the bandwidth or speed of any scalable service. Any such request must be in writing and substantially in the form prescribed by PISG for that type of Service.

**Provisioning Request Confirmation** means a written confirmation issued by PISG in response to a Provisioning Request and which states, in relation to any new Services, the PISG Ready for Service Dates.

**Purchased Equipment** means any Equipment purchased by the Customer from PISG.

**Quotation** means a quotation for any Service or Equipment in the form prescribed by PISG.

**Renewal Date** means, in respect of any Services, the date on which the Minimum Period or any subsequent Renewal Period expires for the relevant Services.

**Renewal Period** means, unless a longer term is agreed in writing by the parties, a period of twenty-four (24) months.

**Security** means any personal guarantee, director's guarantee, bill of sale, charge, undertaking, mortgage, irrevocable standby letter of credit or unconditional and irrevocable bank guarantee issued by a licensed Singapore bank or such other form of security reasonably required by PISG.

**Service IP** means all Intellectual Property Rights in and to the Services, including any Equipment.

**Service Level** means the reliability and performance standard that applies in regard to PISG's delivery of the Services to the Customer, as agreed in writing between the parties.

**Service Level Guarantee** means the extent of the guarantee given by PISG for the Services, having regard to the Service Level, as modified by PISG from time to time.

**Service Order** means a service order for any Service or Equipment in the form prescribed by PISG.

**Service Report** means a report duly signed by the Customer indicating that the Services have been successfully provided and/or any Equipment has been properly installed by PISG.

**Services** means the Fixed Line Services, the Mobile Services, the Data Services, the YouCLink Services, the Consulting Services (as applicable) and such other services provided by PISG to the Customer from time to time, in relation to which an Order or Provisioning Request is in effect, and includes any PISG Equipment and Purchased Equipment provided thereunder and any other connected software, network and associated equipment or hardware.

**Service Schedule** means a schedule to these Trading Terms setting out, in respect of a particular Service, supplementary terms and conditions applicable to the services specified in that schedule.

**Service Start Date** means:

- (a) in the case of Data Services, the date from which PISG commences the supply of the Services to the Customer;
- (b) in the case of Fixed Line Services, the date on which the Provider activates the Designated CLIs and the Charges for those Services are billable by that Provider to PISG;
- (c) in the case of Mobile Services, the date on which the Provider activates the SIM Card for the Designated CLIs;
- (d) in the case of YouCLink Services, the date on which the Provider activates the Direct Dial In numbers (DDIs); or
- (e) in the case of any other Services, such date as may be prescribed by PISG.

**Tax** means any tax (including any goods and services tax but excluding any tax on PISG's income), duty, levy and other similar charge (and any related interest and penalty), however designated, imposed under the laws of Singapore or any jurisdiction outside Singapore with respect to the provision of any Services or on any Charges.

**Term** means the Minimum Period and each successive Renewal Period.

**Trading Terms** means this document entitled “Part 1 – Trading Terms”.

**Unacceptably High Credit Risk** means that PISG considers there is some doubt as to the Customer’s ability to pay the Charges by the end of the Payment Period, based on factors such as:

- (a) previous payment history and payment behaviour (e.g. late payment, dishonoured payments or failure to pay);
- (b) any previous advice from the Customer about a potential inability or unwillingness to pay; or
- (c) the Customer’s use of the Services is inconsistently high when compared with previous usage patterns.

**Website** means the website located at [www.pacificinternet.com](http://www.pacificinternet.com).

**YouCLink Services** means the services specified in Service Schedule – YouCLink Services.

## 2. Interpretation

In the Agreement:

- (a) terms defined in the Act have the same meaning when used in the Agreement;
- (b) the singular includes the plural and vice versa;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) the meaning of general words is not limited by specific examples introduced by “including”, “for example” or similar expressions;
- (e) a reference to a document includes any amendment, replacement or novation of it;
- (f) a reference to a person includes individual, partnership, corporation and/or unincorporated association;
- (g) a reference to a party includes its successors-in-title and permitted assigns; and
- (h) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that law as amended, consolidated or replaced.