

TERMS OF USE

By accessing and using the Website, the User agrees to be bound by these Terms of Use (as amended from time to time). If the User does not agree with these Terms of Use, the User is prohibited from accessing or using the Website.

1. Definitions and Interpretation

1.1. In these Terms of Use, unless the context otherwise requires:

“**Applicable Law**” means all applicable statutes, enactments, acts of legislature of parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental or regulatory authority, tribunal, board, court or a recognized stock exchange;

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

“**Data**” has the meaning ascribed to it in **clause 4.5**;

“**Indemnitee**” has the meaning ascribed to it in **clause 6.3**;

“**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;

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

“**Services**” means the services provided by PISG to the User via the Website, including any services accessible only with a User Account and/or payment of charges to PISG;

“**Service IP**” means all Intellectual Property Rights in and to the Services, including the Website and all materials on the Website;

“**Terms of Use**” means these terms of use (as amended from time to time) accessible at www.pacificinternet.com;

“**Use Licence**” has the meaning ascribed to it in **clause 4.2**;

“**User**” means any person, company or other legal entity that accesses and/or uses the Website, including its duly authorized representative(s);

“**User Account**” means a user account provided by PISG to the User to access and use any Services; and

“**Website**” means the website owned and operated by PISG accessible at www.pacificinternet.com.

- 1.2. In these Terms of Use, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
 - (b) 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;
 - (c) the meaning of general words is not limited by specific examples introduced by “including”, “for example” or similar expressions;
 - (d) a reference to a document includes any amendment, replacement or novation of it;
 - (e) a reference to a party includes its successors-in-title and permitted assigns; and
 - (f) 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.

2. Services

- 2.1. The Services are made available to the User via the Website.
- 2.2. PISG undertakes that the Services will be provided using reasonable care and skill. The foregoing undertaking shall not apply to the extent of any non-conformance by the User in using any Services contrary to PISG’s instructions, or modification or alteration of the Services by any party other than PISG or its duly authorized contractors or agents. If the Services provided do not conform with the foregoing undertaking, PISG may, at its expense, use reasonable commercial endeavours to correct any such non-conformance, or provide the User with alternative means of accomplishing the desired performance. Such correction or substitution constitutes the User’s sole and exclusive remedy for any breach of the foregoing undertaking.
- 2.3. PISG makes no representation, warranty or undertaking that the Services are complete or that the Services will achieve the User’s intended purposes. The User acknowledges that it relies on its own skill and judgement in using the Services and it is solely responsible for the selection of the Services.
- 2.4. The use of the Website to access the Services may not be free of interruptions or errors as the network connections, IT systems, software, hardware and/or internet service provider used by the User to access the Website can be unpredictable and may from time to time interfere with or prevent the use of the Website. PISG shall not be liable for any interference with the use of the Website.
- 2.5. Although PISG makes every effort to keep the Website free from malware (such as bugs, viruses, worms trojans and logic bombs), PISG does not guarantee that the Website will be secure or free from malware and will not be liable for any loss or damage caused by malware or other technologically harmful or malicious material that may infect the User’s computer equipment, program, data or other proprietary material due to the use of the Services or the downloading of any content or link to any websites or resources from the Website. The User shall ensure that it takes necessary security measures (such as conducting virus scans) before downloading any content. The User shall not misuse the Website by knowingly introducing any malware or other technologically harmful or malicious material.

- 2.6. It may be necessary for PISG to carry out scheduled or unscheduled repairs or maintenance, or remote patching or upgrading of the Website, which may temporarily degrade the quality of the Services or result in a partial or complete outage of the Website or a limitation or discontinuation of any individual features of the Website. Any degradation or interruption in the

Services or the Website shall not give rise to a refund of any sums paid by the User to PISG or any liability on PISG, nor shall it relieve the User from its obligations to pay any sums due and payable to PISG. The User shall have no claim whatsoever in respect of the technical standards and availability of the Website.

- 2.7. PISG reserves the right to amend the Website and Services from time to time, including by adding or deleting features and functions, in an effort to improve the User's experience. The User may not automatically be given access to such new features or functions and PISG reserves the right to charge additional fees for such new features and functions.

3. User Account

- 3.1. In order to access and use certain Services on the Website, the User may be required to login via its User Account.
- 3.2. Where the User is an individual representing an entity, he acts solely for and on behalf of such entity which shall be jointly and severally liable for the User's obligations hereunder.
- 3.3. PISG may request certain information from the User prior to the provision of a User Account. Any such information provided by the User must be true, complete, accurate and not misleading. The User must maintain and immediately update such information stored in the User Account should there be any subsequent changes to such information. PISG shall not be liable for any incorrectness or incompleteness of such information or any other content of the User on the Website.
- 3.4. Where the User chooses or is allocated a username, password or any other information as part of PISG's security procedures relating to a User Account, the User must keep such information confidential and prevent any disclosure of the same to any third parties. If the User knows or suspects that the security of such information has been compromised, the User shall promptly notify PISG. PISG shall not be liable for any unauthorized access to or use of any User Account by any third party. PISG has the right to disable any username or password at any time.
- 3.5. PISG reserves the right to suspend or terminate a User Account at any time for any reason whatsoever. In such event, the User may not access or use the relevant Services via another User Account without PISG's prior written consent.

4. Use License

- 4.1. All Service IP shall be owned by PISG or its licensors. Save for the Use Licence, nothing in these Terms of Use shall constitute a transfer or grant to the User of any right, title or interest in any Service IP.
- 4.2. Subject to **clauses 4.3 and 4.4**, PISG grants to the User a non-exclusive, non-transferable, revocable and restricted licence (with no right to sub-licence) to access and use the Website ("**Use Licence**") to temporarily download one copy of the materials (information or software) on the Website for personal, non-commercial transitory viewing only.
- 4.3. The Use Licence is the grant of a licence, not a transfer of title. The materials on the Website are protected by Applicable Law and under the Use License, the User may not:

- (a) modify or copy the materials;
 - (b) use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
 - (c) attempt to decompile or reverse engineer any software contained on the Website;
 - (d) remove any copyright or other proprietary notations from the materials; or
 - (e) transfer the materials to another person or “mirror” the materials on any other server.
- 4.4. The Use Licence shall automatically terminate if the User violates any of the restrictions hereunder and may be terminated by PISG at any time. Upon terminating the User’s viewing of materials on the Website or upon the termination of the Use License, the User must destroy any downloaded materials in its possession whether in electronic or printed format.
- 4.5. During the provision of the Services or in connection with the User’s access and use of the Website, it may be necessary for PISG to obtain, receive or collect data or information, including but not limited to personal data of any User (collectively, “**Data**”). The User grants to PISG a non-exclusive, worldwide, perpetual, irrevocable and royalty-free licence to:
- (a) retain, use, compile, back-up, distribute, display, store, process, reproduce or create derivative works of the Data solely as necessary for PISG to supply the Services to the User;
 - (b) aggregate the Data with other data for use in an anonymous manner for PISG’s marketing and sales activities; and
 - (c) copy, maintain and store the Data on the servers of PISG and/or its contractors throughout the provision of the Services and for any further duration as may be prescribed by Applicable Law.

The User represents and warrants that it has obtained all authorisations necessary to use and transfer the Data within and outside of any country in which the User is located in connection with PISG’s provision of the Services or the User’s use of any Service IP.

- 4.6. The User 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, title and interest 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 User has any right, title or interest in or to the ownership of any Service IP except as granted under the Use Licence, 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 User irrevocably waives such claim or right of action;

- (e) at any time, 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 the 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.
- 4.7. If, at any time, the User is deemed under Applicable Law to be the proprietor or acquires any proprietary right, title and interest in or relating to any Service IP by virtue of the Use Licence or by operation of any Applicable Law, the User hereby irrevocably and unconditionally assigns to PISG or its licensors all such rights, titles and interests. The User 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 User. Without prejudice to the foregoing, the User 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.

5. Disclaimer

- 5.1. The materials and Services on the Website are provided on an "as is" and "as available" basis. PISG expressly disclaims any and all warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of Intellectual Property Rights or other violation of rights.
- 5.2. Further, PISG does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on the Website or otherwise relating to such materials or on any sites linked to this site.

6. Limitation of Liability

- 6.1. 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 User (or any party claiming through the User), 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 User as a result of an action brought by a third party unless expressly stated otherwise in these Terms of Use), suffered by the User 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 these Terms of Use,

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

- 6.2. PISG's liability under these Terms of Use (if any) is limited to the actual direct damages incurred by the User which in any event shall not exceed a sum equal to the total amount paid by the User under these Terms of Use 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 User must be formally commenced within twelve (12) months after the User becomes aware (or ought reasonably to have become aware) of the facts giving rise to such claim, failing which the User 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.

- 6.3. Notwithstanding any other provision of these Terms Use, the User is liable to PISG and its directors, shareholders, officers, employees, representatives, contractors and agents (each, an "Indemnitee") for and indemnifies each Indemnitee 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 the User of any Services;
- (b) any information, data, images, graphics or material produced, stored, transmitted, accessed, downloaded or used by the User;
- (c) any breach by the User of these Terms of Use, including the privacy policy set out in **clause 7**; and/or
- (d) 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 provided by the User to PISG.

7. Privacy Policy

- 7.1. The access and use of the Website by the User is subject to PISG's privacy policy accessible at www.pacificinternet.com which is incorporated into these Terms of Use by reference.

8. Accuracy of Materials

- 8.1. The materials appearing on the Website could include technical, typographical, or photographic errors. PISG does not warrant that any of the materials on the Website are accurate, complete or current. PISG may make changes to the materials contained on the Website at any time without notice. However, PISG does not make any commitment to update the materials.

9. Links

- 9.1. If the Website contains links, or redirects the User, to content owned by any third parties, PISG does not monitor, approve or have any control over the content of the third party websites and assumes no liability whatsoever for the content contained on the third party websites, nor the information contained therein. PISG has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement or approval by PISG of the site. Use of any such linked website is at the User's own risk.
- 9.2. PISG makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third party websites or resources, or any transactions completed, and any contract entered into by the

User, with any such third party. Any contract entered into and any transaction completed via any such websites or resources is between the User and the relevant third party, and not PISG. PISG recommends that the User refers to the third party's terms of use and privacy policy prior to using the relevant website or resource.

10. Modifications

- 10.1 PISG may revise these Terms of Use at any time in its sole and absolute discretion without notice. By using this Website, the User agrees to be bound by the then current version of these Terms of Use. The User is advised to check these Terms of Use regularly for any updates.

11. Governing Law

- 11.1. These Terms of Use shall be governed by and construed in accordance with the laws of Singapore and the User irrevocably submits to the exclusive jurisdiction of the courts of Singapore.

12. Confidentiality

- 12.1. The User acknowledges that proprietary information of PISG which the User may acquire through its access or use of the Services or the Website, including but not limited to the Service IP and any specifications of the Services or Website constitute commercially sensitive and confidential information, except to the extent that it is published on a publicly available portion of the Website. The User 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.

13. Notices

- 13.1. All notices, consents, requests and other communications required to be given to PISG under these Terms of Use must be in writing and delivered or sent by hand, registered post, email or fax to PISG's address, email address or fax number below, or such other address, email address or fax number notified by PISG from time to time:

Pacific Internet (S) Pte Ltd
Address: 1 Fusionopolis Walk, #06-02, South Tower, Solaris, S138628
Fax: 65-6822-1327
Email address: enquiry@pacificinternet.com
Attention: General Manager

- 13.2. Subject to **clause 13.3**, a notice, consent, request or other communication given to PISG under these Terms of Use 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.

- 13.3. If a notice, consent, request or other communication under these Terms of Use is given to and received by PISG 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.

14. Miscellaneous

- 14.1. These Terms of Use constitute the entire agreement and understanding between the User 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.
- 14.2. PISG may at any time assign the whole or any part of these Terms of Use to a related body corporate or a third party without the User's consent and the User 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.
- 14.3. The User may assign or deal with its rights or obligations under these Terms of Use with PISG's prior written consent, which PISG will not unreasonably withhold. Any attempt by the User to assign these Terms of Use without such consent will be null and void.
- 14.4. If a part of these Terms of Use is held to be void, voidable or unenforceable or an invalid part severed, the remainder of these Terms of Use is not affected.
- 14.5. No waiver by PISG, whether express or implied, of any provision in these Terms of Use or of any breach or default by the User will constitute a continuing waiver or a waiver of any other provision of these Terms of Use, 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 these Terms of Use are cumulative and not exclusive of any rights or remedies otherwise provided by law.
- 14.6. Termination of these Terms of Use will not affect the accrued rights or remedies of either party.
- 14.7. All clauses which are either expressly or by implication intended to survive termination will continue to apply after termination, including without limitation, **clauses 4, 5, 6, 11, 12, 13 and 14.**
- 14.8. A person who is not a party to these Terms of Use shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enjoy or enforce any of its terms.