

## **Specific Terms and Conditions for Singtel SaaS Service**

### **1. Definition and Interpretation**

1.1 In this Specific Terms and Conditions, the following words and expression shall have the following meanings:

“ACA” means the physical Application cum Agreement and the related web forms.

“Customer” means any person(s) or entity(s) who applies or subscribes for or utilises the Service.

“CPE” or “Customer Premise Equipment” means any hardware or software provided by the Customer for use with the Services

“End User” means any person(s) authorized by the Customer to use the Service.

“End User License” means any license terms imposed by any Third Party Vendor on Customers and End Users.

“Force Majeure Event” means an event or occurrence:

(a) which is beyond Singtel or Singtel’s subcontractor, consultant or agents reasonable control, including, natural disasters like national emergency, strike or equivalent labour action, fire, thunderstorm, storm or other natural disaster, decision by a competent authority, cable or network damage caused by a third party, flooding or equivalent water related accident, peak in the electricity supply, or discontinuation of essential raw material.

(b) which Singtel or Singtel’s subcontractor, consultant or agents could not have reasonably foreseen or taken reasonable measures to prevent.

“General Terms” means Singapore Telecommunications Limited’s General Terms and Conditions of Service which may be found at [www.singtel.com](http://www.singtel.com)

“Intellectual Property Rights” means all copyright, patent, trademarks, confidential information and other intellectual property relating to or embodied in the Service and any software, service documents and/or work provided in relation to the Service and all documentation thereof

“Portal” means the myBusiness web-portal at URL: <http://mybusiness.singtel.com>.

“SaaS” means Software as a Service, a software delivery model in which the software is developed by a Third Party Vendor and its associated data are hosted on the cloud, where users will access through the Portal by using thin clients such as a web browser.

“Service” refers to the relevant SaaS service(s) as stated in the related Annex.

“SRCA” means the form called the Service Request cum Agreement.

“Subsequent Orders” means additional purchases (including but not limited to add-on licenses or credits) for the Services

“Term” shall mean the Initial Term and/or the Subsequent Term(s), as the case may be.

“Third Party Vendor” shall mean any person or entity that provides SaaS, third party software and/or related intellectual property.

“Work” means any additional work the Customer requests Singtel to perform in relation to the Service.

1.2 The words and expressions used in these Specific Terms and Conditions, which are defined in the General Terms but are not defined in these Specific Terms and Conditions, shall have meanings as defined in the General Terms unless the context otherwise requires.

1.3 The headings or titles to the Clauses in these Specific Terms and Conditions are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of these Specific Terms and Conditions.

### **2. Trial Period of the Service**

2.1 If applicable or as referred to in the relevant Annex, the period of trial for the Service (“Trial Period”) shall be:

(a) a period of up to thirty (30) days; or

(b) such other period as may be stipulated by Singtel as the Trial Period.

2.2 The Trial Period Service shall automatically be terminated at the end of the Trial Period. If the Customer does not convert the trial Service to a paid Service five (5) days prior to trial Service termination, all data contained in the Service shall be removed and deleted as stated in Clause 6.3 below. Without prejudice to Clause 11 of the General Terms, Singtel shall not be liable for any loss, damage or liability incurred or sustained by the Customer (including loss of data) as a result of using the Trial Period Service.

2.3 The Customer is responsible to backup and export any data, contained in the trial Service before the trial Service is terminated.

### **3. Commencement, Duration and Pricing of Service**

3.1 The Service shall commence on (the “Service Commencement Date”):

(a) where the Customer purchases the Service through the Portal, the date of the purchase; or

(b) where the Customer purchases the Service through a Singtel customer service consultant or by submitting a ACA Form or SRCA Form, the date the Service is first made available for use by the Customer.

3.2 Without prejudice to Clause 3.2 General Terms, the Customer acknowledges and agrees that Singtel reserves the right to vary the published Fees and Charges at any time before the Customer purchases the Service.

3.3 Unless otherwise stated in this Agreement or its relevant Annex, the subscription period for the Service shall be for a minimum period of 12 months from the Service Commencement Date (the “Initial Term”) or such other period as may be stipulated by Singtel. The

Service shall continue for successive monthly periods or such other periods as stipulated by Singtel (the "Subsequent Term") thereafter, unless terminated.

3.4 If the Customer continues subscribing to the Service after the Initial Term, the Customer agrees that the Initial Term's Fees and Charges may no longer be valid and the Customer will be liable to pay the published Service price.

3.5 All Subsequent Orders shall be at Singtel's prevailing rates.

3.6 Upon Service Commencement Date, and including any Trial Period, the Customer consents to Singtel contacting it for marketing purposes and Service improvement(s) or feedback(s).

#### 4. Service Requirements and Limitations

4.1 The Service is provided "as is" and "as available". Singtel does not guarantee that the Service is fault free, continuous or uninterrupted.

4.2 Singtel intends to improve the usability and performance of its Service by carrying out Service maintenance. During maintenance periods, the Service may not be available to the Customer. The time of performance will not be of the essence.

4.3 The Customer is solely responsible for its and its End Users and/or third parties use of the Service (including all software, equipment, devices and documentation) and the content of all communications facilitated by the Service. The Customer warrants that no such display, use, content or conduct of the Customer, an End User and/or any third party in relation to the Service shall be unlawful (including without limitation, fraud, invasion of privacy, illegal pornography, obscenity, defamation or interferences with, or disruption to, other network users, network services or network equipment) or prohibited by the terms of these Specific Terms and Conditions, and that no such display, use, content or conduct shall infringe the rights of any third party (including without limitation, intellectual property rights or confidential information) and Customer agrees to indemnify and render harmless and defend at its own expense, Singtel, Singtel's subcontractors or Third Party Vendors (or their associated companies, officers and employees) against any and all costs, claims or other liability (including reasonable legal fees), arising as a result of such display, use, content or conduct.

4.4 Singtel is not responsible for any failure of the Service due to an accident, abuse, misapplication or unauthorized modification of the Service or a device provided for use with the Service by the Customer, an End User and/or any third party

4.5 Singtel takes no responsibility for the security, confidentiality or privacy of the communications and/or data transmitted over the Internet and does not warrant (and expressly excludes any and all express or implied warranties) that the Service will be without failure, delay, interruption, error or loss of content, data or information. Singtel shall not be liable for any compatibility issues pertaining to Customers' computers, applications or other software on any computers using the Service nor shall Singtel be liable for any loss of data associated with the Service.

4.6 The Customer is responsible for supplying and authorizing access to its End Users. The Customer is responsible to terminate or reassigns access to the Service from any End User that the Customer deems to have become unauthorized to access the Service at any time.

4.7 The Customer acknowledges that the availability of the Service is subject to:

- (a) availability of resources, including, without limitation, availability of a suitable network infrastructure at the time at which the Service is requested or delivered;
- (b) geographic and technical capability of the Singtel network and of Singtel's delivery systems at the time at which the Service is requested or delivered;
- (c) provisioning time that may be required by Singtel to provide the Service;
- (d) the CPE meeting the minimum internet browser requirements as published on the Portal for the Service from time to time; and
- (e) the Customer settlement of Customer's outstanding debts in any Singtel service accounts.

4.8 The Customer acknowledges that:

- (a) the Customer must procure and maintain at its own expense any equipment, software, operating conditions and/or specifications needed to implement, receive and use the Service, unless Singtel expressly agrees otherwise in writing;
- (b) the technical means by which Singtel supplies the Service is at Singtel's sole discretion;
- (c) the Service does not include and Singtel shall not be responsible for any configuration of the CPE. This includes the configuration of any wired or wireless connectivity that may be supported by the CPE, unless as expressly stated in the Annex(es);
- (d) where the parties agree that Singtel deliver a solution containing both SaaS services and other services and/or products, the terms of the non SaaS service part of the solution are to be agreed between the parties separately;
- (e) upon using the Service, the Customer and/or the End User acknowledges and accepts the Third Party Vendor terms of service and/or End User License agreement. Breach of any Third Party Vendor's terms may entitle Third Party Vendor to take legal action against the Customer;
- (f) the Customer hereby consents that any data entered, used and/ or processed by the Service may reside on Third Party's Vendor's infrastructure;
- (g) the Customer may use the Service only for its own internal use and the Customer may not resell or distribute the Service, unless expressly stated in writing to the contrary.
- (h) if applicable, any change in Service may cause Service termination and Clause 6.3 and 6.5 may apply;

- (i) the Customer may authorize only named End Users to use the Service and shall keep a register of such named users and make it available for Singtel's inspection at Singtel's request.
- (j) the Customer shall be liable towards Singtel for any Service related claim presented by any End User(s) or third parties; and
- (k) the Customer is responsible for ensuring that any terms and conditions of use of the Service are brought to the attention of, and complied with by, any person that the Customer permits or allows to use the Service.

4.9 The Customer shall not:

- (a) through the use of the Service infringe any copyright or other intellectual property rights pertaining to the information or resources made available by the Service nor shall the Customer retain such information or resources for re-use in any computer system or otherwise;
- (b) use the Service to access information and/or resources which are private to individual and organizations unless permission to do so has been granted by the owners or holders of the rights to such resources and/or information;
- (c) reverse engineer, decompile, disassemble or otherwise discover the Service or the Service APIs (application programming interface) or the software for the Service or develop, change, modify or copy the Service or the software for the Service; or
- (d) remove, modify or obscure any copyright, trademark or other proprietary rights notices that is contained in the Service.

4.10 If the Customer reports a fault and following investigation from Singtel, either no fault is found or Singtel determines that the fault does not lie with Singtel, then Singtel may charge the Customer an administrative fee for the fault report at Singtel's then prevailing rate.

## 5. Version and Changes to Service

- 5.1 The Service supports limited number of web browsers and may require helper applications, client software and equipment. Supported combinations published on the Portal may be changed from time to time.
- 5.2 Singtel has no obligation to provide, support or maintain the Service if the Customer uses software, software version, equipment or other facilities that are not in compliance with the Service requirements.
- 5.3 The Service may be updated from time to time.
- 5.4 Singtel is entitled to change the Service if such change is necessary due to mandatory legislation or a decision by a competent authority or the change relates to the changes by third party licensor or hardware or software manufacturer to its products or license terms.
- 5.5 Notwithstanding any other termination rights contained in the Customer Agreement that Singtel may have, Singtel has a right to discontinue the Service or feature thereof and if the Service is not materially affected. In such instance, Singtel may terminate the agreement for the Service or feature thereof by notifying the Customer reasonably in advance.

## 6. Termination

- 6.1 For Customers who have subscribed for the Service, Singtel or the Customer may terminate the Service, including/or the Subsequent Order, by giving to the other not less than thirty (30) days' prior written notice.
- 6.2 The Customer is responsible to make regular backups and export any data contained in the Service at all times and/or prior Service termination.
- 6.3 Upon termination (regardless at Trial Period or Term), the following will apply:
  - (a) the Customer's data and/or user accounts will be removed and deleted; and
  - (b) the registered Portal account for access to the Portal will continue to be active unless Customer otherwise requests.
- 6.4 Singtel may terminate the Service, block any Service content and/or Service access as the case may be with immediate effect if Singtel believes that the Customer or End User's use of the Service as the case may be is unlawful including, without limitation, alleged breach of any End User License, fraud, invasion of privacy, illegal pornography, obscenity, defamation or interference with, or disruption to, other network users, network services or network equipment.
- 6.5 Upon termination of the Service, the Customer shall be liable to pay Singtel:
  - (a) where the effective date of termination of the Service is the same as the expiry date of the Initial Term for the Service, the Fees and Charges up to and including the effective date of termination of the Service;
  - (b) where the effective termination date of the Service is before the expiry date of the Initial Term for the Service, the Fees and Charges up to and including the effective date of termination of the Service and 100% of the monthly recurring charge(s) for the period between the effective date of termination of the Service and the expiry date of the Initial Term of the Service (if applicable); or
  - (c) where the effective termination date of the Service occurs during the Subsequent Term, the Fees and Charges up to and including the effective date of termination of the Service and 100% of the monthly recurring charge(s) for the period between the effective date of termination of the Service and the expiry date of the Subsequent Term of the Service (if applicable).

## 7. Service Provision

- 7.1 Singtel shall charge for all Work at Singtel's then prevailing rate, where applicable.
- 7.2 In addition to the Fees and Charges in Clause 3 of the General Terms, a surcharge shall be payable for any Work on public holidays, the eve of public holidays, or outside the following hours:

Monday to Friday	8.30am - 6.00pm
Saturday	8.30am - 1.00pm

- 7.3 Singtel reserves the right not to accept or proceed with any application for Work. In particular, Singtel may not accept or proceed with any application for Work if:
- (a) the application submitted by the Customer and received by Singtel is not duly completed, signed and company stamped as necessary; or
  - (b) Singtel considers it is unable to perform the Work due to non-availability of resources as stipulated under Clause 4.7.
- 7.4 Where the Customer requests that Singtel provision the Service within a specified period, Singtel shall, in consultation with the Customer, determine the date to complete the Work (the "Date of Service Required").
- 7.5 If Singtel is unable to complete all or any of the Work on or before the Date of Service Required, then the Customer must:
- (a) cancel that part of the Work that Singtel is unable to complete on or before the Date of Service Required, without being liable to pay the cancellation charges referred to in Clause 5.3 of the General Terms; and
  - (b) accept that part of the Work that Singtel has completed, and pay for the same at Singtel's then prevailing rate;
- and the Customer shall have no other claim against Singtel, and Singtel shall have no liability in contract, at law or equity, for failure to complete the Work before the Date of Service Required.
- 7.6 If the Customer requests to defer completion of the Work to a date after the original Date of Service Required, the Customer shall be liable to pay a reservation fee at Singtel's then prevailing rate. For the purposes of this Clause, the period of reservation shall be the period between the originally agreed Date of Service Required and the date of completion of the Work.
- 7.7 If the Customer cancels the Work, the Customer shall be liable to pay the cancellation charges at Singtel's then prevailing rate.
- 8. Intellectual Property Rights**
- 8.1 All the Intellectual Property Rights belong to Singtel, Singtel's subcontractors or Third Party Vendors who have issued licenses to Singtel for the provision of the Service and are not transferred to the Customer.
- 9. Limitation of Liability, Damages**
- 9.1 The Customer shall present any claims in writing to Singtel within one (1) month from the date the defect which the claim relates to was noticed, or should have been noticed, but in any event within one (1) month from the delivery.
- 9.2 Without prejudice to Clause 10 of the General Terms, the Customer shall be responsible and liable for any costs, expenses and damages of Singtel arising out of or due to the unauthorized use, copying, reproduction and/or distribution of the Service, the software or their parts.
- 9.3 In addition to Clause 11.1.2 of the General Terms, Singtel shall not be liable in any way, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any losses, damage or liability incurred or sustained by the Customer as a result of Singtel carrying out actions on Customer's request or instructions.
- 10. Force Majeure**
- 10.1 Singtel is released from all contractual obligations and liability if Singtel's performance is affected by force majeure.
- 11. Consent to Use and Disclosure of Information and Data**
- 11.1 The Customer agrees that Singtel shall be entitled to use or disclose any information or data disclosed by the Customer in accordance with Clause 15 of the General Terms. The Customer is entitled to withdraw such consent in the procedure as prescribed by Singtel from time to time.
- 12. General**
- 12.1 The Customer acknowledges and agrees that the Service may include Third Party Vendor software and/or other related items to which the Customer agrees to bear any and all risk in respect of any use by it thereof or reliance upon any results or data produced thereby. Singtel makes no warranty or representation whatsoever in relation to any component of the Service and specifically disclaim any and all express or implied warranties (including any warranty as to non-infringement, satisfactory quality and/or suitability for purpose etc) in relation therewith to the maximum extent permissible by law. Accordingly, the Customer shall not make any claim whatsoever against Singtel or any of its related corporations, howsoever based on any use by the Customer of any component of the Service hereunder.
- 12.2 The Customer shall, at all times, be bound by and shall fully observe and comply with any and all Third Party Vendor terms and conditions of use whether or not attached to these Specific Terms, including any variations and/or amendments thereto, that is howsoever and/or whensoever notified to the Customer by such third party or by Singtel. The Customer acknowledges and agrees that it shall be a condition for the Service to be rendered or continue to be rendered (as the case may be), for the Customer to agree to and be bound by and to fully observe such Third Party Vendor terms.
- 12.3 The Customer shall be bound by and shall fully observe and comply with all the General Terms as well as such other terms and conditions as may be agreed or accepted by the Customer. The rights and protections conferred on Singtel under these Specific Terms and Conditions shall be additional to the rights and protections conferred on Singtel under the General Terms and any other terms and conditions agreed or accepted by the Customer.
- 12.4 Any Clause in the General Terms, these Specific Terms and Conditions, or any other terms and conditions as may be agreed or accepted by the Customer, that is invalid, unenforceable or illegal shall be enforced as nearly possible in accordance with its intended meaning, but shall otherwise be deemed to be severed and shall not affect the enforceability of any other Clauses, which Clauses shall continue to be valid and enforceable to the fullest extent permitted by law.

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## **ANNEX – ONEOffice Service**

*Note: This Annex shall be read together with the Specific Terms Singtel SaaS Service*

### **1. Definition and Interpretation**

- 1.1 “Service” means the provision of the software application known as ONEOffice, which is a set of web-based communications and collaboration applications consisting of ONEOffice email, Drive, ONEOffice Hangouts, ONEOffice Sites, ONEOffice Calender, ONEOffice eFax and eSMS eSingature and ONEOffice upgrades (such as ONEOffice Unlimited) that is proprietary of Singtel or any other third parties and hosted and/or operated by Singtel and/or its associates for use by the Customer over the Internet.
- 1.2 The words and expressions used in this Annex, which are defined in the General Terms and/or Specific Terms and Conditions but are not defined in this Annex, shall have meanings as defined therein unless the context otherwise requires.

### **2. Duration of the Service**

- 2.1 Notwithstanding Clause 3.3 of the Specific Terms above and if Customer subscribes to the Service with an Initial Term, the Service shall continue for successive 12 months periods or such other periods as stipulated by Singtel (the “Subsequent Term”) thereafter, unless terminated.
- 2.2 If Customer subscribes to the Service without a minimum subscription period:
- (a) the provision shall not be subject to any Initial Term;
  - (b) there will be no Subsequent Term; and
  - (c) Customer may terminate the Service at any time,
- provided always that Customer has used the Service for 30 days (in aggregate) from the Service Commencement Date.

### **3. Add-on License of the Service**

- 3.1 Any purchase of add-on licenses shall be of the same Service basic pack.
- 3.2 All add-on licenses will carry the same terms and conditions as the Service basic pack, including the same Service Commencement Date regardless of the actual date the add-on license was purchased. Fees and Charges for add-on licenses shall commence on the purchase date of add-on license(s). The Subsequent Term of the Service stated in Clause 2.1 above (also known as automatic renewal) shall apply to both Service basic pack and any add-on license tagged to that basic pack.
- 3.3 If Customer elects to upgrade the Service, all existing licenses will be upgraded. Any purchase of add-on licenses henceforth will be upgraded Service license. .

### **4. Service Requirements and Limitations**

- 4.1 The Customer acknowledges that the Customer is required to have a valid and existing domain before signing up for the Service and shall provide Singtel with the correct domain details upon signing up for the Service. In the event that the Customer provides Singtel with the wrong domain details, notwithstanding that the Service is not available for use by the Customer as a result of the wrong domain details, the Service shall be deemed to have commenced from the date that it was intended to commence.
- 4.2 An upgraded Service cannot be downgraded to a lower Service basic pack.
- 4.3 Customer shall pay additional Fees and Charges (based on number of licence(s) subscribed) if it changes the domain name after the Service Commencement Date.

### **5. Service Provision**

- 5.1 Notwithstanding Clause 7.2 of the Specific Terms, telephone support is available for Service installation and/or provisioning at the following hours: Monday to Friday 9.00am - 6.00pm. Service installation assistance will only be available during the first 35 days after the Date of Service Required.
- 5.2 Installation of the Service up to a maximum 5 users includes:
- (a) update CNAME and MX records for activation of Service;
  - (b) creation of user accounts;
  - (c) license management (assigning licenses to Customer’s End Users);
  - (d) first time Service launch through a supported Web browser; and
  - (e) configuration and testing of Service on supported email clients.
- 5.3 If the Customer requires assistance for Service setup for the 6<sup>th</sup> user account onwards, the applicable Fees and Charges shall apply.
- 5.4 The Customer agrees and acknowledges that such support is not inclusive of data migration, onsite support, or CPE troubleshooting if CPE’s used in the Service are not functioning
- 5.5 Upon completion of setup and testing of the Service, the Work is deemed delivered. Customers shall contact the designated Singtel helpdesk if there are any Service related issues.

## **ANNEX – Business Domain Name Registration**

*Note: This Annex shall be read together with the Specific Terms Singtel SaaS Service*

### **1. Definition and Interpretation**

- 1.1 "Domain Name" refers to an identification string that defines a realm of administrative autonomy, authority, or control on the Internet, are registered and governed by rules and procedures of the Domain Name System (DNS).
- 1.2 "ICANN" refers to the Internet Corporation of Assigned Names and Numbers,
- 1.3 "Registry" means the respective country's authority responsible for the operation and control of the Top Level Domain (TLD) name registration system.
- 1.4 "Accredited Registrar" means the entity authorized to contract with Registry Administrator, collect registration data about the Customer and submit zone file information for entry in the Registry database.
- 1.5 "Registry Administrator" means the Top Level Domain (TLD) authority administering the Domain Names purchased by the Customer.
- 1.6 "Registrant" means the organization or person registering a Domain Name.
- 1.7 "Registrant Information" means the information on a Registrant such as administrative name and contact published by Registries and made publicly accessible through a "Whois Lookup".
- 1.8 "Service" means the Business Domain Name Registration service, which allows Customers to register Domain Names for periods of 12 months.
- 1.9 "SGNIC" refers to Singapore Network Information Centre Private Limited, an entity which administers the Internet Domain Name in Singapore.
- 1.10 "Specific Terms" means the Specific Terms and Conditions for SaaS Service or any other Specific Terms and Conditions may be agreed or accepted by the Customer.
- 1.11 "Top Level Domain (TLD)" refers to the names at the top of the Domain Name System (DNS) naming hierarchy.
- 1.12 "WHOIS" refers to the query protocol and tool whereby anyone may obtain Registrant Information associated with the Service through a "Whois Lookup".
- 1.13 The words and expressions used in this Annex, which are defined in the General Terms and/or Specific Terms but are not defined in this Annex, shall have meanings as defined therein unless the context otherwise requires.

### **2 Service Duration and Plans**

- 2.1 Notwithstanding Clause 3.3 of the Specific Terms and Conditions for SaaS Service, the Service duration shall be a period of 12 months or such other period as may be stipulated by Singtel as the initial period of subscription when the Customer applies for the Service calculated to commence on the Service Commencement Date (the "Initial Term"). Thereafter unless the Service is terminated by either party, the subscription of the Service shall continue for successive 12 months periods or such other periods as stipulated by Singtel (the "Subsequent Term").
- 2.2 The non .sg Business Domain Name Service plan provides registration for Domain Names with .com, .net, .biz and .org extension through a Singtel appointed ICANN Accredited Registrar.
- 2.3 The .SG Business Domain Name Service plan provides registration for Domain Names with either .sg or com.sg extension through a Singtel appointed SGNIC Accredited Registrar.

### **3 Service Requirements and Limitation**

- 3.1 The Customer shall provide Singtel with complete and accurate information during application of the Service and promptly correct and update Singtel of any changes thereto during the Term. The Customer consents that such information (such as the Customer's name and business contact details) will be provided with the knowledge that Singtel may use or deal with such information for the purpose of facilitating the Customer's use of the Service, to update a Registry associated with the Service, for security and fraud prevention purposes or to meet the purpose for which the information is provided. The Customer's willful provision of incomplete and inaccurate or unreliable information, its willful failure to promptly update information provided to Singtel or failure to respond for over 15 days to inquiries by Singtel concerning the accuracy of contact details associated with the Customer's registration shall constitute a material breach of the Service and shall be a basis for termination of the Service.
- 3.2 The Customer must have sole ownership and control over the Service. If the Customer does not have sole ownership, the Customer must affirm and represent that the Customer has the legal right to access and alter the domains as a representative of a company, partnership or another individual that has given the Customer the authority to perform such actions.
- 3.3 When applying for the Service, the Customer represents and warrants that:
  - 3.3.1 The Domain Name applied for does not infringe any registered trademark;
  - 3.3.2 The Domain Name is not identical to or confusingly similar with either a registered trademark, company or business name;
  - 3.3.3 The Domain Name does not infringe the rights of any third parties in relation to any applicable treaties or agreements;
  - 3.3.4 The Domain Name applied is for and its own organization use;
  - 3.3.5 The Customer shall not allow another part to use the Domain Name; and
  - 3.3.6 The registration and/or use of the Domain Name does not infringe with the legal rights of any party;

Singtel cannot and will not check whether a Domain Name infringes the rights of any third party.

- 3.4 The Customer acknowledges and agrees that Domain Names are subject to review by third parties including without limitation, the rules and policies of ICANN and "SGNIC, the registry administrators of TLDs and certain contractual agreements between Singtel and such registry administrators and other service providers (collectively, as they may be amended from time to time, the "Third Party Obligations"). Notwithstanding anything to the contrary herein, Singtel reserves the right to modify the Service in order to comply with any such Third Party Obligations.
- 3.5 The Customer's Service may be terminated, suspended or prohibited from having modifications made by Singtel for any one or more of the following reasons:
- 3.5.1 the Customer has breached any of the terms contained herein;
  - 3.5.2 disputes arise between the Customer and Singtel on Domain Name registration and/or use of Domain Names;
  - 3.5.3 Singtel is ordered by a Court to delete the Domain Name;
  - 3.5.4 in Singtel's opinion, the continued registration of the Domain Name would be wrongful or unlawful;
  - 3.5.5 in Singtel's opinion, the Domain Name is being used for wrongful or unlawful purposes including, but not limited to, fraud, scams, phishing, copyright infringement, trade mark infringement, passing off and/or counterfeiting;
  - 3.5.6 the Customer had committed unlawful acts and/or had failed to comply with documentary requirements stipulated by Singtel and/or the relevant Registry in the registration process for the Domain Name;
  - 3.5.7 the Customer's authoritative name servers are not fully set up, operational and connected to the Internet within thirty (30) days of the registration date or that the said name servers persistently do not respond to any queries for the Domain Name; or Singtel receives a decision of the Registry or Registry Administrator requiring such deletion in any administrative proceeding to which the Customer was a part.
- 3.6 **Domain Name Application.** Acceptance of a Domain Name shall be at Singtel's sole discretion. The Customer agrees that even if Singtel has approved the application for the Domain Name, it may still be rejected by the Registry Administrator.
- 3.7 Domain Names are registered on a first-come, first served basis. Domain names which are obscene, scandalous, indecent, contrary to law or morality, comprises of derivatives or colloquialism of words offensive and/or expressions in terms of denotation, connotation or association of the aforesaid categories will not be registered
- 3.8 The Customer consents to be bound by the appropriate domain policy applicable to the domain the Customer has selected. The dispute policy by ICANN, SGNIC or the particular registry administrator are hereby incorporated and made part of the Agreement by reference. Without prejudice to Singtel General Terms, the Customer further agrees to indemnify, defend and hold harmless Singtel from any claims, costs and expenses arising if there is a Domain Name dispute.
- 3.9 **No refund.** The Customer shall not receive a refund upon submission of Service application.
- 3.10 **Proxy Registrant.** All Domain Names registered under this Service will, by default, have the name and contact of Singtel's appointed partner listed as a proxy Registrant and proxy Registrant contacts. The Customer may request for the amendment of Registrant information, subject to approval by the respective Registries, through Singtel at any time during the Service Term. Singtel reserves the right to update Registrant information with Customer's details. Singtel may disclose the Customer's identity to courts, applicable governmental or regulatory body, the Accredited Registrar, Registry Administrator or claimant, where such disclosure is necessary or advisable, at our sole discretion, to conduct an investigation, to resolve a domain dispute, bring legal action, prevent harm to others or to pursue relief. To the extent that Singtel is legally permitted to do so, Singtel will take reasonable steps to notify the Customer in the event such disclosure is required in connection to a court order or government or regulatory directive. .
- 3.11 The Customer acknowledges and agrees that registration of a Domain Name does not create any proprietary right for any Registrant, the Accredited Registrar or any other Person in the name used as a Domain Name or the Domain Name registration and that the entry of a Domain Name in the Registry or in the WHOIS system of the Registry shall not be construed as evidence or ownership of the Domain Name registered as a Domain Name. The Customer shall not in any way transfer or purport to transfer a proprietary right in any Domain Name registration, or grant or purport to grant as security or in any other manner encumber or purport to encumber a Domain Name registration. The Customer shall represent that, to the best of the Customer's knowledge and belief, neither the registration of the Domain Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party;
- 3.12 The Customer agrees and acknowledges that by registering a Domain Name, Singtel has not made any determination, nor is it capable of making such determination, with respect to the legality of the Domain Name registration. The Customer further agrees and acknowledges that Singtel has relied on the Customer's warranties above and has not evaluated whether the registration or use of the Domain Name may infringe upon any rights of any third party. As a consequence, Customer agrees that it shall not use the fact that the Domain Name has been registered by Singtel as a defence in any legal proceedings brought against the Customer by any third party in connection with the Customer's registration and/or use of the Domain Name.
- 3.13 Nothing in this Agreement shall oblige Singtel to act as arbiter between the Customer and third parties in respect of any disputes arising out of the registration or use of the Domain Name. The Customer agrees that this Agreement does not confer any rights, procedural or substantive, upon the Customer as against any third parties and also acknowledges that third parties are not bound by the provisions of this Agreement.



## **ANNEX – Business DNS Hosting**

*Note: This Annex shall be read together with the Specific Terms Singtel SaaS Service*

### **1. Definition and Interpretation**

- 1.1 “Data Files” mean and refer to those data files that contain data needed to resolve Internet domain names in the top-level domains to Internet Protocol (IP) numbers.
- 1.2 “Service” means the Business Domain Name System (DNS) Hosting service, which allows Customers to publish and manage their Data Files to the Internet.
- 1.3 “Specific Terms” means the Specific Terms and Conditions for SaaS Service or any other Specific Terms and Conditions may be agreed or accepted by the Customer.
- 1.4 The words and expressions used in this Annex, which are defined in the General Terms and/or Specific Terms but are not defined in this Annex, shall have meanings as defined therein unless the context otherwise requires.

### **2 Service Duration and Plans**

- 2.1 Notwithstanding Clause 3.3 of the Specific Terms and Conditions for SaaS Service, the Service duration shall be a period of 12 months or such other period as may be stipulated by Singtel as the initial period of subscription when the Customer applies for the Service calculated to commence on the Service Commencement Date (the “Initial Term”). Thereafter unless the Service is terminated by either party, the subscription of the Service shall continue for successive 12 months periods or such other periods as stipulated by Singtel (the “Subsequent Term”).

### **3 Service Requirements and Limitation**

- 3.1 The Customer shall provide Singtel with complete and accurate data during application of the Service and promptly correct and update Singtel of any changes thereto during the Term. The Customer’s willful provision of incomplete and inaccurate or unreliable information, its willful failure to promptly update information provided to Singtel or failure to respond for over 15 days to inquiries by Singtel concerning the accuracy of contact details associated with the Customer’s registration shall constitute a material breach of the Service and shall be a basis for termination of the Service
- 3.2 The Customer must have sole ownership and control over the Service. If the Customer does not have sole ownership, the Customer must affirm and represent that the Customer has the legal right to access and alter the domains as a representative of a company, partnership or another individual that has given the Customer the authority to perform such actions.
- 3.3 The Customer is solely responsible for keeping a complete and current copy of its Data Files as a backup on a remote system and not solely on the Service servers.
- 3.4 **Data Files Disputes.** Customer is solely responsible for the information contained in its Data Files. Singtel and the Third Party Vendor (in this case Vodien Internet Solutions Pte Ltd (“Vodien”)) hereby disclaims any and all liability for the accuracy or content of the Customer’s Data Files, as both are provided by Customer. If a dispute arises between Customer and a third party over the information in Customer Data Files, including but not limited to the duplication of resource records contained therein, Customer hereby agrees to assume complete responsibility for resolving such a dispute. Singtel and Vodien specifically disclaims any liability in connection therewith. Without prejudice to the indemnity rights contained in the General Terms and Specific Terms, the Customer shall indemnify Singtel and Vodien for any all actions, claims, proceedings, costs (including legal costs incurred in defending any such actions, claims or proceedings, liability, losses and damages whatsoever which may be brought or commenced against the Singtel and/or Vodien by any person for which Singtel and/or Vodien may sustain, incur or suffer, as the case may be, arising out of or in connection with or by reason such Data File disputes.
- 3.5 Singtel reserves the right to suspend performance or provision of the Services until Customer resolves such disputes. Any such suspension shall not relieve Customer of any obligations under this Agreement, including without limitation the obligation to pay applicable Fees and Charges.
- 3.6 Singtel reserves the right to suspend performance or provision of the Services to the Customer, if the Service is compromised and/or used as a platform for malicious, obscene, offensive, defamatory, wrongful or unlawful activities through Customer’s negligence or inaction.
- 3.7 **No refund.** The Customer shall not receive a refund either on all or part of any Fees and Charges paid by the Customer if a termination or suspension of Service occurs for any reason whatsoever.

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