

## Viewqwest Pte Ltd

### General Terms and Conditions

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#### 1 Definitions

In this Agreement, unless the contrary intention appears:

**Agreement** means the agreement for the provision of the Services between Viewqwest and the Customer, which is governed by the Terms and Conditions therein.

**Backbone** means the Viewqwest telecommunications and/or data network used to provide the Service. Where appropriate the Backbone may also include elements of a Provider's telecommunications and/or data network.

**Charges** means the total charge payable by the Customer to Viewqwest as set out in the invoices rendered by Viewqwest to the Customer from to time, for the Services and/or Services Equipment ordered by the Customer from time to time.

**Confidential Information** means all information exchanged between Viewqwest and the Customer, pursuant to this Agreement or in the course of the provision of the Services, but excluding information that:

- (a) is in the public domain or;
- (b) lawfully enters into the public domain other than by breach of this Agreement.

**Commencement Date** means the date when Viewqwest accepts a Customer-signed, Service Application Form.

**Credit** means the sum payable by the Company to the Customer in circumstances set out in the Service Level Agreement.

**Customer** means the party named in the Service Application Form accepted by Viewqwest.

**Customer Equipment** means all equipment (including software), other than Service Equipment, that is used by the Customer to connect to or to use in conjunction with the Service.

**Customer Service** means any Service-specific support services supplied by Viewqwest as set out in the applicable Customer Service Agreement.

**Customer Service Agreement** means the terms and conditions contained in any Service-specific schedule.

**Viewqwest** means Viewqwest Pte Ltd.

**Early Termination Charge** means the amount payable by the Customer due to its requested or caused termination – due to its act or omission – of this Agreement, prior to the end of the Term. This charge shall comprise the remaining Term charges that would have been paid by the Customer had this early termination not occurred.

**Force Majeure** means any event or thing outside Viewqwest's reasonable control, which directly or indirectly causes Viewqwest becoming unable in whole or in part to perform its obligations under this Agreement, and includes but is not limited to:

- acts of God or the public enemy, national emergencies, asteroids or other space calamity (including but not limited to meteorological or astronomical disturbances), use of atomic weapons or nuclear fusion or fission, radioactive contamination, insurrection, riot, hostile or warlike action in peace or war, sabotage, receive earth station outage, earthquakes, tidal waves, hurricanes, snowstorms, rain fade, fires, floods, or electromagnetic radiation from the sun;
- strikes, lockouts, labour disputes, work stoppages, embargoes or any other labour difficulties;
- action or inaction by a government entity or agency; or
- the unrelated action or inaction of a third party which is beyond a Viewqwest's reasonable control, which causes a delay or ultimately a failure to perform Viewqwest's obligations under this Agreement.

**General Terms and Conditions** means the terms and conditions in this document.

**Internet** means the integrated public network of computer networks.

**Internet Content Provider** has the meaning as defined in the *Singapore Broadcasting Authority (Class Licence) Notification 1996 pursuant to the Singapore Broadcasting Authority Act (Chapter 297)*.

**Internet Code of Practice** means the code developed for the regulation of certain Internet content, pursuant to the *Singapore Broadcasting Authority Act (Chapter 297)*.

**Internet Protocol Address** means a unique numeric identifier associated with a device connected to the Internet.

**Internet Service Provider** means the meaning in the *Singapore Broadcasting Authority (Class Licence) Notification 1996 pursuant to the Singapore Broadcasting Authority Act (Chapter 297)*.

**Logon Details** means a unique pair of identifying attributes used to authenticate a Customer as an authorised end-user (or the Customer's customer as an authorised end-user) against a server, to enable the end-user to gain access to content (including data and other information) on the server or content on the network the server is connected to.

**Money Owed** means all payments the Customer is responsible for making to Viewqwest, now or in the future, conditionally or contingently, alone or with any other person, and for any reason, including (but not limited to) any one or more of the following occurrences:

- the price of any goods supplied under a contract of sale with Viewqwest;
- the Early Termination Charge;
- all Charges incurred by the Customer (but not yet invoiced) up to and including the termination date;
- all costs or losses Viewqwest incurs, including any legal and other costs or losses incurred if Viewqwest exercises its legal rights (including its rights on default);
- all costs or losses Viewqwest incurs, including any legal and other costs or losses incurred if Viewqwest is required to comply with any applicable law in relation to the Customer's use of the Services;
- all costs Viewqwest incurs in recovering Money Owed including under a guarantee, indemnity, charge or other security and;
- all interest charges incurred by the Customer under this Agreement.

**Provider** means any supplier of Internet access, telecommunications and/or data acreage services to Viewqwest or to Viewqwest's suppliers.

**Service** and **Services** means the service or services provided by Viewqwest to the Customer subject to the Terms and Conditions.

**Service Application Form** means the form entitled "Service Application Form", which comprises the Customer's Service order details.

**Service Equipment** means, including but not limited to, all equipment, systems, cabling, software, and other facilities or property (for example, Viewqwest manuals) provided by Viewqwest to the Customer for the Service.

**Service Level** means the service levels as specified by Viewqwest from time to time in the Service Level Agreement as amended from time to time.

**Service Level Agreement** means the service level agreement as set out in Schedule 1 of this Agreement.

**Service Specification** means the service specifications determined by Viewqwest from time to time in relation to the Services.

**Service Specification Manual** means the Viewqwest manual of Service details, as amended from time to time by Viewqwest in its absolute discretion.

**Term** means the period specified in the Service Application Form during which Viewqwest agrees to provide the Services.

**Terms and Conditions** means the terms and conditions contained in (in order of precedence): the Service Application Form: Customer Service Agreement and General Terms and Conditions.

**Web and WWW** means the World Wide Web of computers.

## **2 Supply of Services**

- 2.1 Viewqwest agrees to supply and the Customer agrees to take Services according to the Terms and Conditions.
- 2.2 Viewqwest may install Service Equipment at the Customer's premises in connection with the Services. The Customer warrants that it has obtained all necessary consents in relation to such installation
- 2.3 In performing its obligations under this Agreement, Viewqwest shall exercise reasonable skill and care.

## **3 Customer Obligations**

- 3.1 Except as otherwise provided for in this Agreement, the Customer must at its expense, install, configure and maintain all necessary Customer Equipment and other third-party equipment (including any third-party network services), to enable the Customer to use the Service. Viewqwest shall not be responsible for any fault or failure associated with any Customer Equipment or third-party equipment and is also not responsible for any loss or damage occasioned thereby.
- 3.2 The Customer warrants that its Customer Equipment used in conjunction with the Service complies with all applicable regulatory standards. The Customer must also ensure that for any of its customers' equipment, which is used in conjunction with the Service, also complies with applicable regulatory standards.
- 3.3 The Customer must not use nor permit the following conduct by any other party to use the Service:

- (a) to access, send mail or publish material that is defamatory, obscene, offensive, abusive, pornographic, menacing, or impermissible under any code or law at any place where transmissions are sent from or viewed, including without limitation any material that is objectionable on the grounds of public interest, public morality, public order, public security, national harmony, or which is otherwise prohibited by applicable Singapore laws;
  - (b) in connection with the breach of any law;
  - (c) to harass, threaten or cause a nuisance to anyone;
  - (d) to commit a crime or in the process of committing a crime;
  - (e) to distribute computer viruses;
  - (f) in connection with infringement of the intellectual property or other rights of any person including (without limitation) the distribution of unlicensed computer software;
  - (g) to perform or permit mass distribution of advertising material, except to people who have consented to the receipt of that material;
  - (h) to interfere with, damage, disrupt or unlawfully use or gain access to any service, equipment or computer network;
  - (i) to do anything that may jeopardize the security or integrity of any part of the Viewqwest network or the network of any Provider;
  - (j) to engage in any activities in such a manner as to expose Viewqwest or any Provider to a liability;
  - (k) to send unsolicited commercial e-mail or;
  - (l) to interfere with the use by other customers of the Backbone.
- 3.4 The Customer agrees to be bound by any conditions of use for a Service, which are notified to the Customer from time to time in relation to the Backbone or Services, including those of a Provider.
- 3.5 The Customer must not, and must not allow any person to, remove, relocate, modify, damage, destroy or interfere with any Service Equipment or any settings or parameters on or forming part of the Service Equipment. The Service Equipment shall remain Viewqwest's property at all times, and the Customer shall not acquire any rights or title to them.
- 3.6 The Customer warrants that it is authorized to use all Internet Protocol Addresses not supplied by Viewqwest under this Agreement, which it or its customers use in conjunction with the Services.
- 3.7 Where the Customer uses the Service to act as an Internet Service Provider or Internet Content Provider to end-users, the Customer warrants it will not breach the Internet Code of Practice.
- 3.8 Where the Service Equipment is located on the Customer premises for the purpose of the Customer's use of the Service, the Customer shall insure and keep insured, the Service Equipment against all risks and shall upon reasonable request from Viewqwest provide Viewqwest with evidence of such insurance. The Customer shall keep the Service Equipment safe and report any damage, fault, loss or theft of the Service Equipment promptly to Viewqwest. The Customer shall allow access to Viewqwest's employees, agents or sub-contractors to enter its premises to inspect, repair, maintain and/or remove the Service Equipment and provide safe access and working conditions at the Customer's premises.
- 3.9 The Customer shall not, and shall not permit any other person to, resell any Internet, data or other Services provided by Viewqwest or accessed through the Backbone.
- 3.10 The Customer shall comply with all applicable laws and regulations as well as any reasonable directions given by Viewqwest from time to time in connection with the use of the Service, the Service Equipment and the Internet Protocol Addresses.

#### **4 Charges, Payment and Credit Provision**

- 4.1 The Customer shall pay all Charges in full without any deduction or set-off whatsoever within 7 days from the date of invoice or such other time period as specified by Viewqwest from time to time. .
- 4.2 All installation (or other notified fixed start-up) Charges are payable once the Service Application Form is accepted by Viewqwest. Viewqwest shall bill the Customer for all recurring Charges monthly in advance once the Service is ready for use by the Customer and all invoices rendered thereto shall reflect the prices and charges payable. Any usage Charges will be billed monthly in arrears.
- 4.3 The fees for the Service will be invoiced monthly in advance, unless otherwise agreed. All payments shall be made in Singapore Dollars and shall be payable at or within such time stated in the invoice. The said invoice will reflect the relevant fees, rates and other charges that have been disclosed to you, subject to the terms of this Agreement. The billing period begins on the first day of the month. If the Service is installed and is available for use before the last day of the month, the first invoice will cover the remaining days of that month plus the following month.
- 4.4 If payment is not received in full by the due date, the Customer shall be liable to pay interest on overdue Charges at the rate of 5% per annum. Interest shall accrue daily on all outstanding amounts including accrued default interest from the due date until Viewqwest receives payment in full notwithstanding termination of this Agreement.

- 4.5 The Customer shall pay all taxes (including any goods and services taxes duties (including stamp duty), fees and other charges made by any government authority arising in connection with this Agreement.
- 4.6 Viewqwest may vary the Charges set out in the Service Application Form by giving the Customer 30 days' written notice of such variation and the variation will be effective at the end of the 30 day period.
- 4.7 Viewqwest may, in its absolute discretion, supply Services on such terms of commercial credit as it deems appropriate. The terms of credit shall include a term that the credit is provided solely for business purposes of the Customer and the Customer must provide a warranty that the credit is to be used solely for business purposes. The Customer must also execute an authorization in accordance with any applicable data protection legislation or code of practice where necessary enabling Viewqwest to obtain access, and disclose, credit information to a credit reporting agency for the purposes of deciding any application by the Customer for a credit facility.
- 4.8 In the event that the Customer disputes about the Charges or any part thereof, the Customer must:
- (a) pay the undisputed amount of the Charges to Viewqwest by the due date;
  - (b) in relation to the disputed amount:
    - (i) inform Viewqwest in written form prior to the due date of payment of the Charges, of the Charges in dispute if it intends to withhold payment; or
    - (ii) inform Viewqwest within one (1) year from the date of the invoice, of the Charges in dispute if it has already made payment of the disputed Charges.

In the event that the Customer gives notice of the disputed Charges as set out in Clause 4.7 above, Viewqwest shall conduct a complete and objective review of the Customer's complaint and provide the Customer with a written reply within thirty (30) days of receipt of the aforesaid notice from the Customer.

- 4.9 You shall reimburse Viewqwest for its reasonable expenses, including legal costs and collection agency fees, incurred in collecting delinquent or dishonoured payments and enforcing its rights under the terms of this Agreement.

## **5 Network and Data Security**

- 5.1 The Customer is responsible for implementing and maintaining network security at the Customer's premise.
- 5.2 The Customer also acknowledges that the Backbone is not a secure and confidential method of communication and therefore the Customer transmits content (including data or other information) on the Backbone at its own risk.
- 5.3 Viewqwest does not make any representations or warranties concerning the effectiveness of the security of the Backbone.
- 5.4 Viewqwest is not liable for any unauthorized access to the Customer's data even where the access occurs as a result of a fault in equipment or software owned, operated or supplied by Viewqwest.
- 5.5 Viewqwest shall not be liable for the corruption, loss or erasure of any data stored or conveyed by the Customer on the Backbone, including any Web related Service, provided by Viewqwest. The Customer is responsible for protection of any such data and must backup all such data on a regular basis.
- 5.6 To the extent consistent with any applicable law, Viewqwest shall not be responsible for any content accessed by the Customer (or its customers) through the Service and as such the Customer uses any Service-accessed content solely at its own risk.
- 5.7 Subject to applicable law, Viewqwest may at any time and at its absolute discretion:
- (a) intercept or monitor the Service, or enable another person to intercept the Service, or data being transmitted over the Service for the purpose of complying with any legal obligations;
  - (b) monitor use of the Service;
  - (c) suspend or examine the Service (including examination of Customer e-mail, records and other data) in connection with any technical failure, modification to or maintenance of the Service; or
  - (d) without prejudice to any other remedy available to Viewqwest under this Agreement or otherwise, take down, remove, modify, delete or limit access to any of the Customer's content hosted by or which is transmitted through the Service which Viewqwest has grounds to suspect is illegal, infringing, defamatory or otherwise prohibited.

## **6 Internet Protocol Addresses**

- 6.1 For any Internet Protocol Addresses supplied to the Customer by Viewqwest for the Customer's use of the Service, Viewqwest conditionally grants the Customer a license ("License") to use a contiguous block of 8 Internet Protocol Addresses.
- 6.2 The License is granted to the Customer on the conditions that it:
- (a) is exclusive to the Customer and hence cannot be transferred assigned or sub-licensed and;

- (b) the Internet Protocol Addresses the License relates to, are used for the sole purpose of connecting Customer Equipment to use the Service.

6.3 The License terminates:

- (a) immediately if the Customer breaches either of the License conditions set out in sub-clauses 6.2(a) and 6.2(b) or;
- (b) otherwise on termination of the Service or Agreement.

6.4 If the Customer requires more than the initially allocated Internet Protocol Addresses for its use of the Service, Viewqwest can provide further Addresses on a price-on-application basis. Any further issuance of Addresses will be subject to the conditions in Clause 6.2 and these General Terms and Conditions.

**7 Term, Suspension and Termination**

7.1 The Term of a Service is set out in the Service Application Form and commences on the Commencement Date, with a minimum term of 12 months.

7.2 Viewqwest may without prejudice to any right it might have to terminate the Agreement, suspend a Service if it considers in its absolute discretion that the Customer has breached any of its obligations under this Agreement and has failed and/or neglected to remedy the same within three (3) days of receipt of Viewqwest's notice of such breach. This suspension will not constitute a breach by Viewqwest of this Agreement and Viewqwest will not be liable to the Customer or any third party for any loss or damage occasioned by this suspension. The Customer will remain liable for all its obligations under this Agreement during this suspension and for Viewqwest's direct reasonable costs incurred due to the suspension.

7.3 Viewqwest may also suspend a Service to undertake planned or unplanned maintenance of the Backbone or the Service Equipment. For planned maintenance, Viewqwest will undertake to provide reasonable notice to the Customer of this event. For unplanned maintenance Viewqwest will undertake to provide as much notice as possible, given the circumstances.

7.4 Viewqwest may immediately suspend, terminate or disconnect the Service or any part of the Service without notice and without liability to the Customer or any other person in the following circumstances:

- (a) at the direction or request of any authorized entity, including (without limitation) a law enforcement, government, semi-government, statutory or administrative body or competent regulatory authority or;
- (a) if the Customer acts in a manner that in Viewqwest's absolute discretion may have the effect of placing the operation or integrity of the Backbone at risk;
- (c) to protect Viewqwest or any Provider from actual, threatened or potential legal liability;
- (d) a Provider suspends or terminates all or any part of its services;

7.5 The Customer may terminate a Service following the expiry of the Term, by giving 30 days written notice to Viewqwest.

7.6 If the Customer does not terminate the Service, in accordance with clause 7.5 and if the Service (or the Agreement) is not otherwise terminated, then the Service shall continue on a monthly basis until terminated.

7.7 If the Customer requests termination due to its act or omission or causes or entitles termination of a Service (or Agreement) by Viewqwest before the expiry of a Term, the Customer shall pay Viewqwest the Early Termination Charge.

7.8 Viewqwest may terminate this Agreement immediately forthwith if:

- (a) the Customer commits a material breach of this Agreement and fails or is unable to remedy that breach within 14 days after receiving written notice from Viewqwest;
- (b) the Customer, in the case of a corporation, is insolvent or takes any corporate action or other steps are taken or legal proceedings are commenced for its winding up, liquidation or dissolution (other than for the purposes of solvent reconstruction) or for the appointment of a receiver, receiver and manager, official manager, liquidator, provisional liquidator, trustee, administrator or similar officer of it or of any or all its assets and undertakings, or in the case of an individual, dies or is declared a bankrupt;
- (c) the Customer ceases or threatens to cease carrying on business; or
- (d) the Customer engages in any conduct prejudicial to the reputation of Viewqwest and does not cease to do so after receiving not less than three (3) business days' notice of such conduct from Viewqwest.

7.9 Upon termination of this Agreement, the Customer shall immediately cease using the Service and pay Viewqwest all Money Owed and unpaid at the termination date and any interest on Money Owed. The Customer is not relieved of this obligation if at termination it fails to pay all Money Owed calculated in accordance with Clause 4.3.

7.10 Upon termination of this Agreement, Viewqwest shall be entitled to enter the Customer's premise to recover any Service Equipment. Should Viewqwest be unable to exercise this right due to an act or omission of the Customer, the Customer will become liable for the as new replacement cost of the Service Equipment (forming part of Money Owed) on its premises.

- 7.11 If in Viewqwest's reasonable opinion the Service Equipment referred to in clause 7.10 be recovered in a condition materially inferior to that condition it was initially installed at the Customer's premise, save for reasonable wear and tear, the Customer will be liable for the as new replacement cost of this Service Equipment (forming part of Money Owed).
- 7.12 On termination of the License the Customer must also immediately cease using and remove any Internet Protocol Addresses supplied as part of the Service, from the Customer Equipment, which had been using the Service.
- 7.13 If at termination the licensed Internet Protocol Addresses continue to be used by the Customer, without Viewqwest's agreement, Viewqwest shall have the surviving right to continue to charge the Customer the Service Charge (forming part of Money Owed) for these Addresses, plus a charge (forming part of Money Owed) reflecting Viewqwest's reasonable costs incurred due to the Customer's un-licensed use of Viewqwest-supplied Internet Protocol Addresses.

## **8 Release and Indemnity**

- 8.1 Viewqwest makes no warranties of any kind, express, implied or statutory, concerning data, information or other content available through the Backbone. The Customer is solely responsible for all data (including images, text, sound, programs and computer viruses) accessed as a result of using the Services.
- 8.2 The Customer agrees to release, indemnify and hold Viewqwest (including its directors, employees, contractors, agents) and its associated companies (including their respective directors, employees, contractors, and agents) harmless from and against all actions, claims and demands which may be instituted against Viewqwest arising out of or in connection with:
- (a) a claim for patent, trademark, copyright or intellectual property right infringement or defamation being made against Viewqwest by a third party in connection with the Customer's use of the Services;
  - (b) a claim for an infringement being made against Viewqwest by a third-party in connection with the Customer's use of an Internet Protocol Address not supplied by Viewqwest under this Agreement;
  - (c) a claim for an alleged infringement of any law or regulation or code of practice made against Viewqwest by a third party in connection with the Customer's use of the Services;
  - (d) the use of the Services by a person using the Customer's Service Logon Details or Internet Protocol Address with, or without, the Customer's authority;
  - (e) any breach by the Customer of its warranties or its other obligations in this Agreement and;
  - (f) any negligent or wilful act of the Customer or any of its officers, employees, contractors or agents which would have been a breach of this Agreement if performed by the Customer using its Service Logon Details or Internet Protocol Address.
- 8.3 If a Service Application Form for a Service is signed by a person on behalf of a Customer the signatory warrants that the signatory has the authority to sign the Service Application Form on behalf of the Customer. The signatory shall indemnify and keep indemnified Viewqwest against all loss, damage, costs, claims and expenses that Viewqwest may incur as a result of breach of the warranty contained in this clause.
- 8.4 The Customer shall continue to hold harmless and indemnify Viewqwest from any third-party claims or actions resulting from its un-licensed use of Viewqwest-supplied Internet Protocol Addresses.

## **9 Warranty and Limitation of Liability**

- 9.1 Where Viewqwest provides a Service to act as an Internet Service Provider or Internet Content Provider to Customers who are end-users, Viewqwest warrants that it will not breach the provisions of the Internet Industry Code, to the extent that this Code of Practice is applicable to the Service.
- 9.2 Except as expressly provided in this Agreement to the extent permitted by law, neither party will have any obligation, duty or liability of any kind (including direct, indirect and consequential losses, financial loss, loss of profits or business, savings, revenue, data or goodwill) in contract, tort, under any statute or at law to the other party arising from or in connection with this Agreement or the Service.
- 9.3 If any claim arising out of, or in connection with this Agreement which results in Viewqwest becoming liable for any loss or damage to the Customer, then Viewqwest's liability for loss or damage shall be limited to payment of the sum of total Charges paid to Viewqwest by the Customer over a 12 month period.
- 9.4 Except as expressly provided to the contrary in this Agreement, any condition or warranty, which would otherwise be implied is hereby excluded. Where legislation implies in this Agreement any condition or warranty, and that legislation voids or prohibits provisions in a contract which exclude or modify the operation of that condition or warranty, the condition or warranty is deemed to be included in this Agreement. However, Viewqwest's liability for breach of the condition or warranty will be limited, at Viewqwest's option, to one of the following:

if the breach relates to goods:

- (i) the replacement of the goods or the supply of equivalent goods;
- (ii) the repair of such goods;
- (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods or;
- (iv) the payment of the cost of having the goods repaired; and

if the breach relates to services:

- (i) the re-supply of the services or;
- (ii) the payment of the cost of re-supplying the services.

9.5 The Customer acknowledges that to the extent permitted by law, any Service Level credit payable by Viewqwest to the Customer, will be the Customer's sole remedy regarding an event-giving rise to payment of the credit.

## **10 General**

10.1 Either party may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy. Failure by a party to exercise, or delay in exercising, a right, power, or remedy does not prevent its exercise.

10.2 A provision or a right created under this Agreement may not be:

- (a) waived except in writing signed by the party granting the waiver or;
- (b) varied except where stated to the contrary in this Agreement, or agreed to in writing signed by the parties.

10.3 The provisions of clauses 3.6, 3.7, 4.1, 4.3, 4.4, 5, 7.9, 7.10, 7.11, 8, 9, 10.4, 10.15 and 10.16 shall survive termination of this Agreement. Termination of this Agreement will not affect any rights or liabilities of the parties which have arisen prior to the date of termination.

10.4 It is not necessary for a party to incur expenses or make payment before enforcing a right of indemnity conferred by this Agreement.

10.5 Viewqwest may assign or novate the benefit of this Agreement or any of its rights or obligations under this Agreement by notice to the Customer without the Customer's consent.

10.6 The Customer may not assign in whole or in part, the benefit of this Agreement or any of its rights and obligations under this Agreement without Viewqwest's prior written consent.

10.7 This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties concerning its subject matter.

10.8 The Customer acknowledges that it has not relied on any skill or judgment of, or any representation or warranty made by Viewqwest or upon any descriptions, illustrations or specifications contained in any document (including, but not limited to, any catalogues or publicity material provided by Viewqwest) in deciding whether the Service is fit for a particular purpose or meets particular criteria.

10.9 Neither party is liable to the other party as a result of Force Majeure.

10.10 This Agreement shall be governed by and construed in accordance with the laws of Singapore and the parties agree to submit to the exclusive jurisdiction of the courts and tribunals of Singapore.

10.11 If any term or condition or any part hereof in the Agreement is declared or made invalid, void, illegal or unenforceable for any reason whatsoever by any contract or authority, the other terms and conditions of this Agreement shall remain as if this Agreement had been executed without the invalid, void, illegal or unenforceable term appearing therein.

10.12 This Agreement is deemed to have been executed at the time the Customer's executed Service Application Form is received by Viewqwest.

10.13 The Customer may request changes to the Terms and Conditions, which must be agreed in writing with Viewqwest to have effect. Viewqwest reserves the right to amend the Terms and Conditions from time to time.

10.14 All notices shall be in writing and shall be sent by hand delivery, post, facsimile or electronic mail to the parties at their addresses in the Service Application Form or to such other address as may be notified from time to time in writing. A notice shall be regarded as having been given:

- (a) when delivered, if sent by hand or;
- (b) the business day three days following posting, if sent by post or;
- (c) the business day following the date of transmission if sent by facsimile or;
- (d) the business day following the date of transmission, if sent by electronic mail.

10.15 The Customer agrees that a declaration signed by any officer for the time being of Viewqwest shall be conclusive evidence of the following facts in any legal proceedings:

- (a) the date and contents of the Service Application Form including the use of SingTel's DEL (Direct Exchange Line) for the activation of Viewqwest services over that DEL whose number is provided by the customer;
- (b) the Services including without limitation the Agreement prices and the amount owed;

- (c) monies paid or received by Viewqwest on the Customer's account; and
- (d) the date of acceptance of the Customer's Service Application Form.

10.16 Subject to sub-clause 10.16(b) each party agrees to strictly maintain the confidentiality of all Confidential Information of the other party disclosed, exchanged or otherwise provided under this Agreement. Neither party may use, copy, or disclose any Confidential Information of the other party except as contemplated by this Agreement.

- (b) A party may disclose Confidential Information of the other party if:
  - (i) the disclosure of that Confidential Information is permitted or required by law, including, without limitation, the rules of any stock exchange a party's securities are listed upon;
  - (ii) the party whose Confidential Information is to be disclosed consents to the disclosure or;
  - (iii) disclosure to a third party is necessary for the performance of a party's obligations under this Agreement, and the third party acknowledges the confidential nature of the Confidential Information and agrees to be bound by the provisions of this clause.

© Notwithstanding the above, Viewqwest may use the Customer's Confidential Information for the purposes of:

- (i) planning, provisioning and billing for the Services and/or Service Equipment;
- (ii) dealing with any amounts owing by the Customer;
- (iii) preventing fraud;
- (iv) facilitating interconnection and inter-operability between licensed service providers; or
- (v) providing assistance to law enforcement or government agencies.

(d) Viewqwest undertakes that it:

- (i) will not use the Confidential Information of the Customer for the development or marketing of Viewqwest's goods and services; and
- (ii) will not disclose the Confidential Information to any third party or related company unless the Customer consents to such disclosure.

10.17 In this Agreement unless the context otherwise requires:

- (a) a reference to this Agreement includes a reference to the Service Application Form, the General Terms and Conditions and any Customer Service Agreement and includes any variation to these documents made from time to time;
- (b) a reference to a request or nomination by the Customer means a selection or nomination made by the Customer in the Service Application Form or to a request in writing communicated to Viewqwest;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it or replacements of any of them occurring at any time;
- (d) the singular includes the plural and vice versa;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors and assigns;
- (f) reference to a person includes a firm, body corporate, (unincorporated or incorporated) association, or government agency or authority; and
- (g) headings are used for convenience only and do not affect the interpretation of this Agreement.