

SPECIFIC TERMS AND CONDITIONS

Trend Micro Home Network Security

1 Overview

- 1.1 This Specific Terms and Conditions, read together with the General Terms and Conditions (Residential), or any other agreement entered into between the Customer and ViewQwest as necessary for the provision of the Services, form the terms and conditions of the contract between the Customer and ViewQwest. The Customer agrees to use the Services in accordance with the terms and conditions of the contract between the Customer and ViewQwest.
- 1.2 This Specific Terms and Conditions apply to the Customer who subscribed to the Trend Micro Home Network Security ("**Services**"). Unless otherwise defined in this Specific Terms and Conditions, the words used in this Specific Terms and Conditions shall bear the same meaning as those used in the relevant agreements entered into between the Customer and ViewQwest.

2 Definitions

- 2.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings in this Specific Terms and Conditions:-

Customer	Shall mean the following eligible customers who purchased the Services (which shall be provided by the Partner) from ViewQwest for such party's own use and not for further distribution or resale:- (a) Existing ViewQwest Broadband Subscribers (" Existing ViewQwest Customer "); (b) New ViewQwest Broadband and Home Network Security Subscribers (" New ViewQwest Customer "); and (c) Stand-alone HNS Subscribers (" Stand-alone Customer "). (shall be individually referred to as stated above and collectively as " Customer ")
Hardware	Shall mean the Trend Micro Home Network Security Station provided by the Partner in connection with the Services.
Hardware Policy	Warranty Shall mean the Two-Year Limited Hardware Warranty for Trend Micro Home Network Security Station.
Initial Period	Shall mean the first thirteen (13) months of the Service Term for Customers on the Monthly Plan.
Partner	Shall mean Trend Micro (Singapore) Pte Ltd, who shall provide the Services in accordance with the Partner's End User License Agreement (see https://www.trendmicro.com/en_au/about/legal.html?modal=en-english-multicountry-consumer-eulapdf#t4), any Terms of Service, Terms of Use, or any related document that governs the Service as provided by the Partner, which may be modified from time to time by the Partner.
Services	Shall mean the Trend Micro Home Network Security Services as provided by the Partner.
Service Term	Shall mean the subscription period of the Services, which commences on the Service Activation Date.

3 Eligibility

- 3.1 In addition to the provisions set forth in the General Terms and Conditions (Residential), the Customer must comply with the following requirements:-
- (a) The Customer is either a residential or Small Medium Business entity.
- (b) If the Customer is a natural person, the requirements in the General Terms and Conditions (Residential) shall apply.
- (c) If the Customer is a Small Medium Business entity, the following provisions shall apply:-
- (i) The Customer must have a valid company or business registration number which is registered with the Account and Corporate Regulatory Authority of Singapore; and
- (ii) Documentary proof that the Customer is compliant with Clause 3.1(c)(i) must be submitted to ViewQwest.
- 3.2 The Customer must at all times provide ViewQwest with such information as may be necessary or desirable for ViewQwest to provide the Services. ViewQwest may decline acceptance of the Customer's SAF at its discretion and without any liability to the Customer.

4 Services

- 4.1 The Services are provided by the Partner and sold by ViewQwest in accordance with this Specific Terms and Conditions.
- 4.2 The Partner will be responsible for the following:-

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- (a) The provision of the Services;
- (b) Aftersales support for the Services to the Customer; and
- (c) Hardware replacement for any defective Hardware for the Customer in accordance with the Partner's Hardware Warranty Policy.

5 Installation

- 5.1 The Customer shall provide ViewQwest, its authorised personnel, and contractors safe access to the Customer's premises for the purpose of this Specific Terms and Conditions. The Customer represents and warrants that the Customer is the lawful owner or occupier of the said premises and that the Customer has obtained all necessary consents to allow ViewQwest, its authorised personnel, and contractors such access.
- 5.2 During the onsite installation, ViewQwest is not obliged to render any services apart from the installation of the Hardware in a properly licensed computer environment, and ViewQwest will not be responsible for any loss (including loss of data, business, or profits), damage or system failure arising thereof. The Customer shall be solely responsible for all requisite licenses and consents for the Customer's computer system, including any and all software used therein.
- 5.3 The Customer must activate the Services within fourteen (14) days of receiving the Hardware. If the Services is not activated within the aforesaid period, the Services will be deactivated and the Customer will need to request for a new Service. In such an event, a Cancellation Fee and any other applicable Charges may apply.

6 Term

- 6.1 The Service shall commence on the Service Activation Date for a Service Term as set out in the Service Application Form, unless terminated in accordance with this Specific Terms and Conditions.

7 Charges and Payment

- 7.1 In addition to the provisions set forth in the agreements entered into between the Parties, the Customer shall pay ViewQwest the following Charges in accordance with this Clause 7:-
 - (a) The Charges for the Services as set out in the Service Application Form;
 - (b) The following One Time Charges and/or Miscellaneous Charges:-

Item	Charges (SGD)
Onsite Visit – Weekday After Hours (1800h to 2000h)	\$80.00
Onsite Visit – Weekend After Hours (Saturday 0900h to 1800h)	
Onsite Visit – Sunday and Public Holidays	Not Available
One Time Activation Fee	\$20.00
Service Suspension Fee	\$5.00 per month
Cancellation Fee	\$99.00

- (c) Any additional non-recurring charges including:-
 - (i) Service upgrades or modifications;
 - (ii) Service suspension, cancellations or disconnections; and
 - (iii) Miscellaneous charges to install, upgrade, modify, or disconnect any aspect of the Services due to the Customer's delay or default.

- 7.2 For Customers who subscribe to the plans below, the following provisions shall apply:-

- (a) Monthly Plan
 - (i) ViewQwest shall invoice the Customers upon service activation.
 - (ii) For Existing and New ViewQwest Customers:-

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- (1) ViewQwest will render an initial invoice of two (2) months in advance on the first month of billing and one (1) month in advance every subsequent month, unless terminated in accordance with this Specific Terms and Conditions.
- (2) The billing cycle will follow their ViewQwest broadband billing cycle such that Charges for both the Services and the ViewQwest broadband service will be reflected in the same invoice.
- (iii) For Stand-alone Customers:-
 - (1) ViewQwest will render an initial invoice of two (2) months in advance on the first month of billing and one (1) month in advance every subsequent month, unless terminated in accordance with this Specific Terms and Conditions.
 - (2) The billing cycle will follow the monthly anniversary of the Service Activation Date.
 - (3) A One-Time Activation Fee is payable.
- (iv) The Customer shall pay ViewQwest the Charges set out in the invoices within seven (7) days from the date of the invoice.

(b) Upfront Plan

- (i) ViewQwest shall invoice the Customers upon service activation.
- (ii) The Customer shall pay ViewQwest the Upfront Charges set out in the invoice within seven (7) days from the date of the invoice. The Upfront Charges are non-refundable.
- (iii) For Stand-alone Customers, a One-Time Activation Fee is payable.

7.3 All Charges payable to ViewQwest are exclusive of any Taxes unless stated otherwise. All such Taxes arising out of or in connection with this Specific Terms and Conditions shall be borne by the Customer.

8 Promotion

8.1 For promotional offers in relation to the Services ("**Promotions**"), the relevant Promotion Terms and Conditions shall apply. In the absence of such Promotion Terms and Conditions, the Promotions Clause set out in the General Terms and Conditions (Residential) shall apply.

9 Suspension

9.1 In addition to the provisions set forth in the agreements entered into between the Parties, ViewQwest may suspend the Services if:-

- (a) The Customer is in breach of any terms and conditions of this Specific Terms and Conditions; or
- (b) The Customer fails to pay any invoice or any Charges under Clause 7 of this Specific Terms and Conditions.

9.2 Subject to ViewQwest's approval, the Customer may suspend the Services in accordance with the following provisions:-

- (a) Only applicable to Existing and New ViewQwest Customers on the Monthly Plan. Stand-alone Customers will not be allowed to suspend their Services;
- (b) The suspension of the Service will only be effected in conjunction with the suspension of the broadband service of Existing and New ViewQwest Customers. For the avoidance of doubt, the Customer will not be allowed to suspend the Services on its own;
- (c) The suspension will not exceed a continuous period of six (6) months;
- (d) A monthly Service Suspension Fee is charged during the suspension period; and
- (e) The Service Term will be extended as follows:-
 - (i) If the suspension occurs within the Initial Period, the Initial Period and consequently the Service Term shall be extended by a similar duration.
 - (ii) If the suspension occurs after the Initial Period, the Service Term shall be extended by a similar duration.

10 Termination

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- 10.1 The Customer shall provide seven (7) days prior written notice to ViewQwest if it the Customer wishes to terminate the Services.
- 10.2 In addition to the provisions set forth in the General Terms and Conditions (Residential), ViewQwest may also terminate the Services by way of written notice to the Customer:-
 - (a) Immediately if the Customer is in breach of this Specific Terms and Conditions;
 - (b) Immediately if the Customer is using the Services in contravention of any applicable law, license, code, regulation, and/or direction; or
 - (c) If the Customer fails to pay any invoice or any Charges under Clause 7 of this Specific Terms and Conditions in accordance with the following procedure:-

Customer	Credit Term	Action
Existing ViewQwest Customer	45 days past due	Notice of Suspension
New ViewQwest Customer	48 days past due	Suspension of Service
	59 days past due	Notice of Termination
	66 days past due	Termination of Service
Stand-alone Customer	7 days past due	1 st Email reminder
	14 days past due	2 nd Email reminder
	21 days past due	Notice of Termination
	30 days past due	Termination of Service

- (d) With thirty (30) days written notice if ViewQwest subsequently decides to discontinue the operation and provision of the Services.
- 10.3 In the event of termination of the Services, the following provisions shall apply:-
 - (a) If the Services is terminated by the Customer within the Initial Period, the applicable Cancellation Fee will apply;
 - (b) If a Customer on the Monthly Plan terminates the Services:-
 - (i) The Services will terminate at the end of the current subscription month; and
 - (ii) The Customer will not be able to re-activate the terminated Services. Any re-activation will be taken as a new Services;
 - (c) If a Customer on the Upfront Plan terminates the Services:-
 - (i) The Services will terminate at the end of the Service Term; and
 - (ii) There will be no pro-rata or refund of the Upfront Charges.
- 10.4 Any exercise by ViewQwest of its rights under this Clause 10 of this Specific Terms and Conditions is without prejudice to any other rights and remedies available to ViewQwest under this Specific Terms and Conditions or otherwise.

11 General

- 11.1 ViewQwest expressly disclaims all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement to the fullest extent permitted by applicable law. No advice or information whether oral or written obtained by the Customer from ViewQwest or through the Services will create any warranty not expressly made in this Specific Terms and Conditions.
- 11.2 This Specific Terms and Conditions may be varied or amended from time to time with or without notice and any such variation or amendment shall take effect as from the date of such variation or amendment. The display of the revised Specific Terms and Conditions on the ViewQwest website constitutes notice of such variation or amendment. The Customer, by continuing to use any Services after any notice of any variation or amendment is given by ViewQwest, shall be deemed to have agreed to be bound by this Specific Terms and Conditions as so varied or amended. No consent, assent, approval, or agreement from any Third Party shall be necessary for such amendment.
- 11.3 In the event of any conflict between this Specific Terms and Conditions and the General Terms and Conditions (Residential), this Specific Terms and Conditions shall prevail.