

NetLink Trust Fibre Services Agreement Terms & Conditions

1. Definitions

In these terms and conditions:

“**Agreement**” means the NetLink Trust Fibre Services Agreement, which is the agreement for services between you and NetLink Management Pte Ltd (as trustee of NetLink Trust) comprising the Form and these terms and conditions.

“**COPIF 2013**” means the Code of Practice for Info-communication Facilities in Building issued by the Info-communications Media Development Authority (IMDA) which came into effect on 1 May 2013 as may be amended from time to time by the IMDA.

“**COPIF 2018**” means the Code of Practice for Info-communication Facilities in Building issued by the IMDA which came into effect on 15 December 2018, and as may be amended from time to time.”

“**Fibre**” means the wiring (with surface trunking only) and other equipment we provide to connect the Premises to the Network (including but not limited to the termination point).

“**Form**” means any form requesting or authorizing services to be performed at the Premises in connection with the Services.

“**Installation**” means the first installation of Fibre at the Premises

“**Network**” means the nationwide broadband network designed, constructed and operated by or for us.

“**Premises**” means the location at the address stated in the Form.

“**Relocation**” means the relocation of the termination point to another location within the Premises.

“**Removal**” means the removal of the termination point, the surface trunking, and/or any Fibre located within the Premises.

“**Repair**” means the rectification of fault in Fibre within the Premises and includes all maintenance work in relation to the Fibre (such as replacement of the Termination Point), whether in response to reported faults or otherwise.

“**Services**” means the services performed by us in connection with any Installation, Relocation, Removal and/or Repair of Fibre.

“**Termination Point**” means a network point within the Premises where the fibre cable is terminated.

The terms “you” and “your” refer to the person(s) named on the Form as owner (and where applicable, as tenant) of the Premises and anyone appearing to us to be acting with that person’s authority. For the avoidance of doubt, there is no obligation on our part to verify the authority of any person purporting to act on behalf of the owner and it is the owner’s responsibility to ensure that, in the owner’s absence, any person present at the Premises purporting to act on behalf of the owner has the proper authority to do so.

2. Eligibility

You are entitled to apply for the Services if (a) you are at least 18 years of age; (b) you are an owner of the Premises or you have the owner’s written authority to apply for the Services; and (c) the Premises are residential premises. We may decline acceptance of your application at our sole and absolute discretion.

3. Appointments

Appointments are scheduled based on our availability. Any change in appointment requested by you will require our prior confirmation. We reserve the right to reschedule any appointment at our discretion and will fix the rescheduled appointment upon confirming your availability.

4. Payment

(a) Please refer to www.netlinktrust.com for our fees and applicable terms and conditions for the Services, including without limitation the terms and conditions applicable for the service tariffs pertaining to “Relocation, Repair and Replacement, or Removal of Fibre Termination Point in Residential Premises” and “Installation of Fibre Termination Point in Residential

(b) All fees quoted by us are subject to GST. All invoices shall be paid within thirty (30) days from the issue date. You shall pay all invoices in full without any demand, set-off, counterclaim or deduction whatsoever. If you fail to make full and timely payment, we reserve the right without prejudice to any other rights and remedies to (i) remove the Fibre from Premises; (ii) charge and collect from you any legal and/or administrative fees incurred by us to collect the unpaid amounts from you; and/or (iii) charge interest of five percent (5%) per annum on all unpaid amounts (including the aforementioned legal and/or administrative fees) from the due date up to the date we receive payment.

5. Your Co-operation

You shall provide, at no charge to us, such access to the Premises, space, electric power and reasonable assistance as we may require to carry out the Services. Upon any change of ownership of the Premises or upon becoming aware of any redevelopment of the Premises, you must promptly notify us before we carry out any Services.

6. Fibre and Network

(a) For pre-COPIF 2013 residential premises:

i. Ownership of the Fibre and Network shall remain vested in us at all times, even if parts of the Fibre may be located on the Premises as fixtures or otherwise or you connect any equipment or cables to the Fibre.

ii. Please note the terms and conditions for the service tariff pertaining to the “Installation of Fibre Termination Point in Residential Premises” and “Relocation, Repair and Replacement, or Removal of Fibre Termination Point for Residential Premises” published on www.netlinktrust.com

(b) For residential premises to which COPIF 2013/COPIF 2018 applies:

i. Ownership of the Fibre within the Premises shall be vested in you and the maintenance of the Fibre within the Premises shall be your responsibility.

ii. You may choose to engage us or your preferred licensed telecommunication wiring contractor to perform the Services in relation to the Fibre within your Premises. Our standard prescribed rates will apply for Services which you engage us to perform.

iii. Please note the terms and conditions applicable for the service tariff pertaining to the “Installation of Fibre Termination Point in Residential Premises” and “Relocation, Repair and Replacement, or Removal of Fibre Termination Point for Residential Premises” published on www.netlinktrust.com

7. Limitation of Liability

(a) The Services and the Fibre are provided to you on an “AS IS” and “AS AVAILABLE” basis. You use and accept them at your own risk. To the fullest extent allowed by law, we disclaim all warranties and representations of any kind, whether express or implied, including without limitation any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, accessibility, performance and/or condition and any warranty that the Services, the Fibre and/or the Network are free from defects, will operate in an uninterrupted or error free manner, shall be secure, or will meet your requirements, or that all defects shall be corrected. In submitting a request for the Services, you agree that we may carry out the Services, including without limitation the positioning of the Fibre within the Premises, in such manner as we may reasonably deem appropriate. Additionally, you acknowledge that we shall not be in any way liable for any damage whatsoever that may arise as a result of our reliance on any input or instruction received from you.

(b) Our sole obligation and your sole remedy for any defects or faults in the Services, the Fibre and/or the Network is for us to make reasonable efforts to correct the defect or fault or provide such workarounds, replacements or substitute equipment as we may deem fit. To the extent allowed

by law, we expressly exclude all other liability we may have to you howsoever arising. This exclusion applies for our benefit, and for the benefit of all our officers, employees, contractors and agents or anyone else for whom we or these parties are responsible. In no event shall we be liable for any indirect, special, incidental, consequential, punitive loss, damage, cost or expense business or arising out of or in connection with the Services or the use of or inability to use the Fibre or the Network, including without limitation, any loss of profit, revenue, anticipated savings or any failure to connect, leakage or loss of information or data.

(c) NetLink Management Pte. Ltd. Assumes all obligations under this Agreement in its capacity as trustee of NetLink Trust and not in its personal capacity and any liability of NetLink Management Pte. Ltd. Under this Agreement is limited to the assets of NetLink Trust over which NetLink Management Pte. Ltd. Has recourse and shall not extend to any personal or other assets of NetLink Management Pte. Ltd. Or its shareholders, directors, officers or employees.

8. Indemnity

You shall indemnify, release and waive all rights against us and our contractors against all claims, damages, losses, costs and liabilities resulting from your use of the Fibre and/or the Network, our compliance with any of your instructions, your negligence, wilful act or omissions, and/or your breach of this Agreement.

9. Suspension or Cancelltaion of Services

We may by written notice suspend o cancel the Services forthwith and/or terminate this Agreement without liability or compensation to you (i) if any of the conditions in Clause 2 are not satisfied; (ii) if you are in breach of any of these terms and conditions; and/or (iii) if you provide us with incorrect, false or incomplete information. The termination of this Agreement will not affect any accrued rights or remedies of either party against the other party.

10. Force Majeure

We will not be liable for any delay or failure in providing the Services and shall be entitled to suspend or cancel the Services due to matters beyond our control, including without limitation natural disasters, accidents, requirements of any governmental or regulatory authority, war or hostilities, national emergency, fire, lightning, failure or malfunction of equipment or software, power failure, loss of any licence, way-leave or easement, requirements of any governmental or regulatory authority or orders by the court, failure or refusal by network operators or telecommunications service providers to perform their obligations or deliver their services (for whatsoever reason), equipment or systems provided by you or third parties, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees) and epidemics of infectious diseases.

11. General

The terms and conditions of this Agreement form the entire agreement between you and us with respect to the Services. You may not assign, novate or transfer this Agreement or any right, or sub-contract or delegate any duty or obligation without our prior consent. This Agreement is for the benefit of and binds us and you and our Respective heirs, successors and assigns. Any waiver of rights under this Agreement shall be made in writing and shall not prevent any further exercise of the same or any other right. The invalidity, illegality or unenforceability of any part of this Agreement shall not affect the validity, legality and enforceability of its other parts. Nothing in this Agreement creates a joint venture, partnership, relationship of employment or agency between us and you. Neither of us has authority to contract on behalf of or bind the other with third parties. The rights and remedies under this Agreement are cumulative and not exclusive of any other right or remedy provided by law or equity. This Agreement is governed by Singapore law and you and we submit to the non-exclusive jurisdiction of the Singapore courts. No third party shall have any right to enforce any of the provisions of this Agreement under the Contracts (Rights of Third Parties) Act 2001.