

SPECIFIC TERMS AND CONDITIONS

Static IP (No Router Plan)

1 Overview

- 1.1 This Specific Terms and Conditions, read together with the General Terms and Conditions (Residential), and any other agreement entered into between the Customer and ViewQwest as necessary for the provision of the Services, when attached to or referenced in the Service Application Form, will constitute a contract between the Customer and ViewQwest for the provision of the Services. 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 Static IP Services set out below ("**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:-

No Router Plan Shall mean the eligible ViewQwest Residential Broadband Plans as set out in Clause 3.1(a) of this Specific Terms and Conditions for the purposes of this Services.

3 Eligibility

- 3.1 In addition to the provisions set forth in the agreements entered into between the Parties, the Customer must also comply with the following requirements:-
- (a) The Customer must either be a new customer subscribing to the No Router Plan, or an existing customer looking to re-contract to the No Router Plan. The eligible No Router Plans are as follows:-
- (i) Fibernet 500Mbps No Router Plan;
 - (ii) Fibernet 1Gbps No Router Plan; or
 - (iii) Fibernet 2.5Gbps No Router Plan.
- 3.2 Customers who subscribe to regular bundled plans other than the No Router Plans will not be eligible for this Services.

4 Services

- 4.1 The Services are provided to the Customer on an 'as is' and 'as available' basis in accordance with this Specific Terms and Conditions.
- 4.2 The Services constitutes a single IPv4 address to be assigned to a single No Router Plan. For the avoidance of doubt, ViewQwest is neither able to assign multiple single IPv4 addresses to a single No Router Plan, nor assign a single IPv4 address to multiple No Router Plans.
- 4.3 The Services are provided to the Customer:-
- (a) At the Customer's residential Service Address as set out in the Service Application Form; and
- (b) For residential use only unless ViewQwest's prior written consent is provided. In the event the Services is found to be used for commercial or business purposes or any other non-residential use, whether by the Customer or any other persons at the Service Address, this will constitute a breach of this Specific Terms and Conditions.
- 4.4 In the event that the Customer wishes to activate or de-activate the Services, the following conditions shall apply:-
- (a) The Customer must be on an existing No Router Plan;
- (b) The Customer may request to activate or de-activate the Services by contacting ViewQwest via phone or email. A confirmation email will be sent by ViewQwest to the Customer within five (5) Business Days to implement the same;
- (c) There is no Activation Fee for the first activation request; and
- (d) Subsequent de-activations and re-activations will be subject to the relevant prevailing Charges.
- 4.5 ViewQwest reserves the right to modify, suspend, or discontinue the whole or any part of the Services from time to time with or without notice. The Customer agrees that ViewQwest will not be liable to the Customer or to any third party for any modification, suspension, or discontinuance of the Services or any part thereof.

5 Technical Support

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5.1 In the event of any queries or technical support issues, the Customer may contact ViewQwest Technical Support at +65 3102 0000 or via email at residential.support@viewqwest.com. In the event that the Customer requires on-site technical support, it shall be subject to availability and the relevant prevailing Charges.

5.2 ViewQwest is not responsible for the functionality of unmanaged network equipment that is connected after ViewQwest's Optical Network Terminal, or the condition of internal wiring at the Customer's premises.

6 Term

6.1 The Services 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

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; and

(b) Any applicable One Time Charges and/or Miscellaneous Charges as determined by ViewQwest for the provision of the Services.

7.2 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.

7.3 Unless otherwise stated in this Specific Terms and Conditions, 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 or such other intervals as may be determined by ViewQwest.

8 Promotions

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; and

(b) The Customer's No Router Plan is suspended in accordance with the terms and conditions of the contract with ViewQwest.

9.2 In the event that the Customer initiates a temporary suspension of the Customer's No Router Plan in accordance with the terms and conditions of the contract with ViewQwest, this Services shall be suspended for the same duration of the temporary suspension free of charge.

10 Termination

10.1 The Customer shall provide thirty (30) days prior written notice to ViewQwest if the Customer wishes to terminate the Services.

10.2 In addition to the provisions set forth in the agreements entered into between the Parties, 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 ViewQwest subsequently decides to discontinue the operation and provision of the Services.

10.3 The Customer may provide seven (7) days prior notice to ViewQwest if the Customer wishes to terminate the Services.

10.4 Where the Services is terminated, the Customer shall be liable to pay ViewQwest any outstanding Charges and early termination charges (if applicable) in accordance with the terms and conditions of the contract between the Customer and ViewQwest.

11 General

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- 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.

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