

SPECIFIC TERMS AND CONDITIONS

Broadband (Residential)

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 applicable ViewQwest Residential Broadband Services, related Value-Added Services, and related Promotions ("**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:-

Promotion Item Shall mean the item(s) provided in accordance with the applicable Promotion Terms and Conditions or such other promotion item provided by ViewQwest together with the Services.

Bandwidth Upgrade Shall mean a Bandwidth upgrade in accordance with Clause 10 of this Specific Terms and Conditions.

Value-Added Service Shall mean the value-added service provisioned in conjunction with the ViewQwest Residential Broadband Services. Such Value-Added Service(s) are set out in Schedule 1 of this Specific Terms and Conditions.

3 Eligibility

- 3.1 In order to subscribe to the Services, the Customer must comply with the eligibility requirements set out in the General Terms and Conditions (Residential).

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. The Customer may also subscribe to the applicable Value-Added Services during signup.

- 4.2 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.

- 4.3 The Customer acknowledges and agrees that actual data transfer speeds when using the Services is affected by many factors outside of ViewQwest's reasonable control, including but not limited to:-

- (a) Overall network traffic conditions;
- (b) Performance and configuration of the Customer's computer or Customer Premise Equipment (including but not limited to any wireless devices) connected to the ViewQwest Network;
- (c) The performance characteristics and location of any wireless devices used to receive the Services, including but not limited to distance, physical environment (e.g. walls, pillars, tunnels, walk ways, reflective surfaces), compatibility of WiFi standards between devices, encryption standards, interference of other electronic devices and/or congested wireless channels;
- (d) Any applications, equipment (other than Service Equipment), hardware, software, or networks used by the Customer;
- (e) Type of data accessed, whether cached or non-cached data;
- (f) Location and configuration of the accessed server; or
- (g) Performance characteristics of each component of the data network, the number of users and the extent of all users' compliance with such conditions and requirements as may be determined by ViewQwest.

- 4.4 The Customer further acknowledges that ViewQwest does not warrant or provide any guarantees on the data transfer speed or any other aspect of the Services. ViewQwest hereby excludes all warranties, whether express or implied by law, regarding the use of the Services

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(including but not limited to the accessibility, reliability or accuracy of the Services) and the performance and/or condition of the ViewQwest Network.

4.5 The Customer may relocate the Services, subject to ViewQwest's written approval. The Customer acknowledges and agrees to pay the applicable Relocation Fees for the relocation of the Services.

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 Service Equipment 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 For all Build Your Own Plans, Bundle Plans, and Raptor Plans, the following provisions shall apply:-

- (a) After the onsite visit set out in Clause 6.2 below (if applicable), the relevant Service Equipment will be delivered to the Customer's premises via a courier service for self-installation. A Tracking ID will also be provided for the Customer to track the delivery. ViewQwest will not be responsible for any delays in the delivery or handling of the Service Equipment. The Customer may contact the courier service at +65 6781 8888 or email at sin.cs@dpex.com for any enquiries regarding the delivery.
- (b) The Customer will need to acknowledge receipt of the delivered Service Equipment within five (5) Business Days of the courier service's first delivery attempt. Failing which, the Customer will be subjected to applicable Charges and the Customer will need to self-collect the Service Equipment at ViewQwest's main showroom.
- (c) If the Service Equipment is faulty upon delivery, ViewQwest will arrange for a replacement free of charge. If the Service Equipment is found to be faulty due to the Customer's negligent act or omission, the applicable delivery fee will apply.
- (d) If the Customer experiences any high-loss issue (i.e. indicated by a red alarm light), the Customer must call ViewQwest to troubleshoot the issue. The onsite visit will be free of charge if the high-loss issue is found to be genuine.
- (e) ViewQwest will only provide technical support for supported routers as indicated in the Service Application Form. No technical support for routers will be provided for Customers on the No Router Plans.
- (f) The Customer may request for onsite installation of the Service Equipment by paying the applicable installation Charges. If the Customer requests for onsite support to rectify issues that are not supported by ViewQwest, the applicable onsite Charges will apply.

6 Fibre Termination Point

6.1 In the event the Customer experiences issues with the Fibre Termination Point ("**FTP**"), ViewQwest will liaise with its Third Party Service Provider to resolve the issues. ViewQwest will not be responsible for any delay in the delivery of the Services as a result of the said issues at all times.

6.2 For the provision of the Services, the Customer must schedule an onsite visit with ViewQwest for:-

- (a) The Third Party Service Provider to activate the FTP at the Customer's premises; and
- (b) A follow-up onsite visit within thirty (30) days of the date of FTP activation for ViewQwest to complete the installation of the Services. If the Customer wishes to postpone the follow-up onsite visit, the Customer must provide ViewQwest with five (5) Business Days prior written notice, provided that the postponed date is within the thirty (30) day period commencing from the FTP activation date.
- (c) The follow-up onsite visit does not apply for 500Mbps, 1Gbps Build Your Own Plans, and Bundled Plans. However, the Customer may request for a follow-up onsite visit by paying the applicable Charges.

6.3 ViewQwest may impose the following additional charges:-

- (a) If the Customer fails to schedule the follow-up onsite visit within thirty (30) days of the FTP activation date, including postponements; and

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(b) If the Customer cancels or fails to be present for the onsite visit with either the Third Party Service Provider or ViewQwest after the Customer confirms the same.

6.4 If the issue pertaining to the FTP persists for more than fifteen (15) days from the date the issue was first reported to ViewQwest, the Customer may terminate the Services without liability.

6.5 If the Customer cancels the Services after Third Party Service Provider has activated the FTP but before the Service Activation Date, the Customer shall be liable to the applicable early termination charges for the remainder of the Service Term and the applicable Charges for any Promotion Item provided together with the Services.

7 Equipment

7.1 An Optical Network Terminal/Modem is provided for the purposes of provisioning the Services. The Customer will be liable for any applicable Charges for, including but not limited to, loss, defect, damage, misuse, unauthorised modification, or unauthorised replacement of the Optical Network Terminal.

7.2 In the event the Customer wishes to use an existing router that is a supported model, ViewQwest will install it on a best effort basis free of charge for selected Residential Broadband Services. If the router is not a supported model, ViewQwest will install it on a best effort basis and the applicable Charges shall apply if successfully installed. For the purposes of this Clause 7.2, a successful installation shall mean the availability of Internet access via the router’s Ethernet port(s) as well as internet access via WiFi (if available on the router).

7.3 For Service Equipment provided by a recommended ViewQwest Partner, ViewQwest will not be responsible for such Service Equipment and the Customer will have to contact the relevant ViewQwest Partner as follows:-

Service Equipment	Partner Contact Details	Important Information
Asus	Avertek Enterprises Pte Ltd 25 Kallang Avenue, #03-03 Singapore 339416 Contact Number: 6341 7839	Warranty for all ASUS devices is three (3) years from the Service Activation Date. Customer to provide latest monthly invoice or Service Notification Letter from ViewQwest.
Linksys	Digital Hub Pte Ltd 150 Ubi Ave 4, #04-01 Singapore 408825 Contact Number: 6512 9206	Warranty for all Linksys devices is three (3) years from the Service Activation Date. Customer to provide latest monthly invoice or Service Notification Letter from ViewQwest.
Netgear	Kaira Technologies Pte Ltd 178 Paya Lebar Road, #02-02 Singapore 409030 Contact Number: 6494 4879	Warranty for all Netgear devices is three (3) years from the Service Activation Date. Customer to provide latest monthly invoice or Service Notification Letter from ViewQwest.

7.4 The ViewQwest Partner reserves their right to replace the Service Equipment with an alternative model.

8 Technical Support

8.1 In the event of any queries or technical support issues, the Customer may contact ViewQwest at +65 3102 0000 or via email at residential.support@viewqwest.com.

8.2 In the event that the Customer requires on-site technical support, it shall be subject to availability and the relevant prevailing Charges.

9 Term

9.1 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. For the purposes of this Specific Terms and Conditions, the Service Activation Date shall be the earlier of the following:-

- (a) The date of successful on-site installation of the Service Equipment by ViewQwest at the Service Address;
- (b) If the Customer is uncontactable for more than three (3) days from the date of collection and/or receipt of the Service Equipment, the Service Activation Date shall be taken as the day immediately after the aforesaid three (3) day period and ViewQwest shall bill the Customer accordingly;
- (c) If the installation is not completed within thirty (30) days from the date the Service Application Form is approved due to the Customer’s delay including, but not limited to, failing to schedule an installation date, cancellation of installation date, failed hardware delivery by courier service, and denial of access to the Customer’s premises, the Service Activation Date shall be taken as the day immediately after the aforesaid thirty (30) day period and ViewQwest shall bill the Customer accordingly; or

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- (d) If the Customer did not collect the Service Equipment for self-installation within thirty (30) days from the Requested Activation Date, the Service Activation Date shall be taken as the day immediately after the aforesaid thirty (30) day period and ViewQwest shall bill the Customer accordingly.

9.2 Upon expiry of the initial Service Term, the Service will be automatically renewed on a monthly basis based on the Charges set out in the Service Application Form signed by the Customer, unless terminated in accordance with this Specific Terms and Conditions.

9.3 Subject to the terms and conditions set out in this Specific Terms and Conditions, the Customer may:-

- (a) Perform a Bandwidth Upgrade anytime during the Service Term in accordance with Clause 10 of this Specific Terms and Conditions;
- (b) Downgrade their Services after completing the twenty-four (24) months Service Term; or
- (c) Re-contract their Services after the 21st month of the twenty-four (24) months Service Term. Upon ViewQwest's approval of the re-contracted Services, a new Service Term will commence from the Service Activation Date of the re-contracted Services and the Customer shall pay the Charges based on the then current re-contract promotion.

10 Bandwidth Upgrade

10.1 The Customer must meet the following requirements to be eligible for a Bandwidth Upgrade:-

- (a) The Customer is an existing Residential Broadband user within twenty (20) months of their current Service Term. If the Customer falls outside of the aforesaid period, the Customer will be eligible for recontract only;
- (b) The Customer must not have any outstanding accounts with ViewQwest; and
- (c) The Customer's current Service must not be suspended for any reason.

10.2 The following provisions shall apply to eligible Bandwidth Upgrades;_

- (a) The Service Term will not reset;
- (b) The Customer is able to increase their Bandwidth multiple times up to 2Gbps or such other Bandwidth as determined by ViewQwest. The applicable prices for the Bandwidth Upgrades are set out in the applicable Service Application Form;
- (c) The Bandwidth Upgrade shall apply for the remaining of their initial Service Term, unless the Bandwidth Upgrade is terminated. If the Customer terminates:-
 - (i) The Services before the end of their initial Service Term, the Customer shall be liable to pay any outstanding Charges, early termination charges for the remainder of the Service Term, and a termination fee of SGD \$100.00 for the Bandwidth Upgrade; or
 - (ii) The Bandwidth Upgrade only before the end of their initial Service Term, the Customer shall be liable to pay a termination fee of SGD \$100.00;
- (d) The Customer will be provided with a new modem free of charge if the Customer's existing modem is not 2Gbps ready. Upon termination, the Customer shall return both modems (including the patch cable and power adaptor); and
- (e) The Customer will not be entitled to any free router of Promotion Items for Bandwidth Upgrades except for a Modem change, if necessary.

10.3 Bandwidth Upgrade is not eligible for ViewQwest No Contract Plans.

11 Charges and Payment

11.1 In addition to the provisions set forth in the General Terms and Conditions (Residential), the Customer shall pay ViewQwest the following Charges in accordance with this Clause 11:-

- (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 set out in Schedule 2.

11.2 All Charges payable to ViewQwest are inclusive 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.

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- 11.3 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.
- 12 Promotions**
- 12.1 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.
- 13 Suspension**
- 13.1 In addition to the provisions set forth in the General Terms and Conditions (Residential), ViewQwest may also suspend the Service if:-
- (a) The Customer is in breach of any terms and conditions of this Specific Terms and Conditions.
- 13.2 Subject to ViewQwest's approval, the Customer may suspend the Services for a period up to six (6) months. For Customer-initiated suspensions, the following provisions shall apply:-
- (a) The applicable monthly Temporary Suspension Fee shall apply;
- (b) The Service Term shall be extended for a similar duration as the suspension; and
- (c) The terms and conditions in the Temporary Suspension Form shall apply.
- 14 Termination**
- 14.1 In addition to the provisions set forth in the General Terms and Conditions (Residential), ViewQwest may also terminate the Services:-
- (a) Immediately if the Customer is in breach of any terms and conditions 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.
- 14.2 The Customer may provide seven (7) days prior notice to ViewQwest if the Customer wishes to terminate the Services.
- 14.3 Where the Services is terminated, the Customer shall be liable to pay ViewQwest any outstanding Charges and early termination charges for the remainder of the Service Term (if applicable) in accordance with the terms and conditions of the contract between the Customer and ViewQwest.
- 14.4 Termination of the Services shall take effect on the date the Customer returns the Optical Network Terminal (including the patch cable and power adaptor) in good working condition to ViewQwest. For the avoidance of doubt, the Customer shall remain liable to pay for the Services until the Optical Network Terminal (including the patch cable and power adaptor) is returned to ViewQwest. As part of the termination process, the Customer will also need to complete a survey, and any other requirement as deemed reasonably necessary by ViewQwest.
- 15 General**
- 15.1 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.
- 15.2 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.
- 15.3 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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Schedule 1
Value Added Services

1 SecureNet

- 1.1 The SecureNet Services is a Value-Added Service provided by ViewQwest in conjunction with the Residential Broadband Services.
- 1.2 To be eligible to subscribe to the SecureNet Services, the Customer must subscribe to ViewQwest's Residential Broadband Services and must not have any outstanding Charges with ViewQwest at the time of application for the SecureNet Services.
- 1.3 The Customer shall pay the relevant Charges quoted for the SecureNet Services at such frequency as set out in the Service Application Form.
- 1.4 If the Customer terminates the SecureNet Services before the expiry of the Service Term, the Customer shall be liable to pay the applicable early termination charges in accordance with this Specific Terms and Conditions.
- 1.5 Due to the nature and volume of viruses, spyware, Trojans, phishing, attacks by hackers, dangerous websites, and malicious electronic content, the Customer acknowledges and agrees that neither ViewQwest nor its licensors warrant that the Services will:-
- (a) Be completely fault-free and free from interruptions;
 - (b) Detect and/or address any or all malicious code, security threats, or vulnerabilities; or
 - (c) Keep the Customer's network or computer systems completely secure, free from intrusions, security breaches, unauthorised access, vulnerabilities, viruses, or malicious or unwanted electronic content.

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Schedule 2
Table of Charges

1 One Time Charges

1.1 The Customer may be required to pay the following One Time Charges for the provision of the Services:-

Description	Charges (S\$) Inclusive of GST
Registration Fee (non-refundable)	53.50
Installation on weekdays (0900h to 1800h)	100.00
Installation on weekdays (1800h to 2000h) or Saturday (0900h to 1800h)	100.00
Failure to submit necessary documents and/or confirming an installation date within two (2) weeks from the date of signup	150.00
Installation of non-ViewQwest supported router or hardware, or any additional hardware outside of the ViewQwest basic setup	150.00
Reactivation Fee	79.25
Relocation Fee	163.71
Delivery Fee for Service Equipment	100.00

2 Miscellaneous Charges

2.1 The Customer may be required to pay the following miscellaneous Charges for the provision of the Services:-

Description	Charges (S\$) Inclusive of GST
Third Party Service Provider service activation charge for new FTP activation (non-refundable)	56.71
Installation of Third Party Service Provider FTP (high-rise residential building)	160.50
Cancellation/modification of confirmed Third Party Service Provider FTP appointment (high-rise residential building)	
Cancellation of confirmed Third Party Service Provider FTP appointment less than 6 days prior to the installation date (high-rise residential building)	
Installation of Third Party Service Provider FTP (landed residential premise)	288.90
Cancellation/modification of confirmed Third Party Service Provider FTP appointment (landed residential premise)	
Cancellation of confirmed Third Party Service Provider FTP appointment less than 6 days prior to the installation date (landed residential premise)	
Failure to confirm follow-up onsite visit after Third Party Service Provider FTP activation	160.50
Cancellation of confirmed follow-up onsite visit after Third Party Service Provider FTP activation	
Failure to be present during follow-up onsite visit after Third Party Service Provider FTP activation	
Failure to receive the Service Equipment within five (5) days after last delivery attempt by courier	160.50
Customer-requested onsite visit	150.00
Technical onsite visit that showed no technical issue or hardware issue found on any ViewQwest supported hardware/devices	
Technical onsite visit to resolve hardware/network issues not provided or supported by ViewQwest	
Modem-related issue without backend troubleshooting, router/AP-related issue with/without backend troubleshooting	267.50
Replacement of Optical Network Terminal/Modem (including failure to return after contract termination)	
Temporary Suspension Fee (up to 6 months)	16.05 per month
Credit Card Late Payment Fee (after 3 consecutive declined charges within 1 month)	5.00