



General Terms & Conditions

eight Home Broadband

1. Introduction

- 1.1 These Terms & Conditions ("**T&Cs**") govern the residential fibre Broadband services, value-added options, and any related promotions (collectively, the "**Services**") provided by **EIGHT TELECOM PTE. LTD.** ("**eight**" or "**we**" or "**us**") to the customer named in the relevant registration form or order document ("**Customer**" or "**you**"). By submitting the registration form and/or using the Services, you agree to be bound by these T&Cs together with any service descriptions and any other agreement executed for the provision of the Services (together, the "**Agreement**").
- 1.2 These T&Cs apply to prevailing eight fibre Broadband plans (each an "**eight Broadband Plan**") and any associated Value-Added Services or promotions that you select. These T&Cs may be updated by us from time to time. The most recent version will apply and will be available on the App or our website.

2. Eligibility

- 2.1 To subscribe, you must: (a) be at least 18 years of age; (b) possess Singpass for registration; and (c) do not have any outstanding accounts that are due and owing to us at the time of application.
- 2.2 We may refuse to provide Services at our discretion.

3. How to Apply

- 3.1 You can sign up for the Services via the App, our website, or any of our offline channels such as roadshows or stores operated by ourselves or our Partners ("**Offline Channels**"). For more information on the locations of our Offline Channels, please visit our website.
- 3.2 You must follow the sign-up process and provide all correct information and supporting identification documentation (including but not limited to NRIC, passport and employment pass) as requested in the sign-up process. In the event of any non-



submission or non-approval of identification documentation, we reserve the right to reject your application for Services.

- 3.3 You must schedule an appointment with NetLink Trust ("**NLT**") via the eight app or website for the activation of the Fibre Termination Point ("**FTP**") at the Premises ("**NLT Activation Appointment**") within 30 calendar days of our approval of your application for Services.
- 3.4 If you do not successfully activate the FTP within 30 calendar days of our approval of your application for Services, we reserve the right to terminate the Services immediately without further notice and liability. No refunds will be given to you under any circumstances.

4. Service

The Services are provided: (a) at the Service Address; (b) strictly for your residential use, unless we agree otherwise in writing; and (c) subject to you meeting the eligibility requirements set out in Clause 2 above. Any use of the Services for commercial or business purpose or any other non-residential use, whether by you or any other persons at the Service Address is a breach of these T&Cs.

5. Installation & Activation

- 5.1 The on-site work that will be required before the Services can be provided by us are: (a) installation and/or activation of the FTP at the Premises by NLT; and (b) upon your request and subject to the Charges set out below, the installation of Customer Premise Equipment (CPE) and/or Service Equipment for service activation by us or our authorised contractors.
- 5.2 Customers who do not have an FTP already installed at the Premises will have to arrange for the FTP to be installed by NLT, and eight is entitled to invoice you directly for NLT's charges. Any additional services that you ask NLT to provide will be directly billed to you. We will not bear any liability for such additional services provided by NLT.
- 5.3 It is your sole responsibility to ensure that the FTP location is accessible, untampered and not in disrepair. Any relocation/repair/replacement/removal (TP RRR) works by NLT must be performed at your own cost.

- 5.4 **Access to Premises:** Should you request for the activation or installation of the FTP by NLT, or for activation or installation Services at your Premises, you will provide us, our employees and contractors, and relevant third parties (such as NLT) safe access to your Premises for such installation or collection. You represent and warrant that you are the lawful owner or occupier of such Premises and that you have obtained all necessary permissions to allow us, our employees and contractors to provide such installation and/or collection
- 5.6 Additional charges may apply if you (a) fail to schedule a follow-up appointment with eight for installation of Service Equipment and activation of Services within 30 days of FTP activation by NLT; (b) cancel or are absent for a confirmed visit; or (c) request that eight's contractor complete the installation of other CPE.
- 5.7 If you cancel the Broadband Service after the FTP is activated but before the Service is activated by us, you will incur early termination fees and all other applicable Charges that apply.
- 5.8 Installation of your Service Equipment is deemed successful when the Broadband Service is available via the Optical Network Terminal (ONT).
- 5.9 **Changes to Service particulars:** You may request for us to change, from time to time, the Service particulars set out in the Registration Form, subject to our confirmation and payment of a standard administrative fee chargeable by us. In the event of such change, the subscription fees payable and the Service particulars will be amended accordingly.

6. Equipment

- 6.1 As part of the Services, we will provide an ONT with a power adapter, a LAN cable and a fibre patch cord.
- 6.2 The installation of the ONT and all Service Equipment must strictly be performed by us or our appointed contractor. Self-collection of the ONT and Service Equipment is not permitted.
- 6.3 During the Minimum Contract Period, we may provide 1-for-1 replacement for defective fibre patch cords or ONTs at our sole discretion, provided that the affected fibre patch cord or ONT was not damaged due to your own negligence.
- 6.4 Unless we agree otherwise, the eight Broadband Plans do not include the supply of a Wi-Fi router and you are responsible for obtaining and maintaining, at your own



costs, the Customer Premise Equipment necessary for the access and use of the Services. This would include:

- 6.4.1 obtaining your own compatible Wi-Fi router that can interoperate with eight's 10Gbps Broadband (e.g., appropriate WAN/LAN port capabilities and standards). We may publish compatibility guidance from time to time, but we do not bear any liability for the setup and performance of any third-party router;
 - 6.4.2 ensuring that all Customer Premise Equipment used is type-approved by the relevant Regulatory Authority and meets relevant safety standards from time to time;
 - 6.4.3 using the Customer Premise Equipment in a safe and lawful manner, including complying with all instructions, notices or directions issued by us or the relevant Regulatory Authority in respect of the installation, use or operation of the Customer Premise Equipment;
 - 6.4.4 storing the Customer Premise Equipment in an appropriate and lawful manner, including any necessary electrical power supply;
 - 6.4.5 keeping the Customer Premise Equipment in good condition in accordance with applicable instructions, notices, directions or specifications; and
 - 6.4.6 ensuring all Customer Premise Equipment and software used by you are compatible and may properly function and operate with the Services or the Service Equipment which we provide, sell, lease or rent to you.
- 6.5 We may provide, sell, lease, rent or maintain equipment to or for you under a separate agreement or under our agreement with you for the provision of the Services. This is subject to stock availability. Unless specifically agreed in writing, any defect in any equipment sold to you will be covered under the relevant manufacturer's warranty only, and you have no claim against us for any defects. If you make any claim under the manufacturer's warranty for any equipment, you must provide the original proof of purchase of the equipment from us. If we lease or rent any Equipment to you, we will continue to be the owner of such equipment and you must not allow anyone to modify such equipment without our prior written consent. For the avoidance of doubt, unless we otherwise agree in writing, we are not responsible for any equipment not provided by, purchased, leased or rented from us, including for any loss or damage caused by the use of such equipment.



7. Service Term & Renewal

- 7.1 The Broadband Service starts on the day on which the FTP is successfully activated by NLT at the Premises (the “**Service Activation Date**”). The Minimum Contract Period of each eight Broadband Plan is stated in the Registration Form and commences from the Service Activation Date.
- 7.2 If you terminate your eight Broadband Plan during the Minimum Contract Period, early termination Charges will apply as stated in the Registration Form and/or plan materials.
- 7.3 After the Minimum Contract Period, your eight Broadband Plan will renew on a rolling 30-day billing cycle unless your eight Broadband Plan is otherwise terminated in accordance with Clause 17 of these T&Cs.
- 7.4 If an eight Broadband Plan includes “free days” upon completion of a stated number of cycles (e.g., 365-day plan grants 5 free days on the first month), such benefits will apply as described in the Agreement.
- 7.5 For any eight Broadband Plan, the first billing cycle will cover 35 days, instead of the standard 30-day period.

8. Performance / Transfer speed

- 8.1 **Factors affecting transfer speed:** You acknowledge and accept that as with any network, actual data transfer speed experienced by you when using the Broadband Service is affected by many factors for which we are not responsible for including without limitation:
 - 8.1.1 overall network traffic condition;
 - 8.1.2 performance and configuration of your computer or equipment (including wireless devices) connected to the Network;
 - 8.1.3 type of data accessed, whether non-cached or cached data;
 - 8.1.4 location and configuration of the accessed server;
 - 8.1.5 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 set out by us; and



- 8.1.6 the performance characteristics and location of wireless devices used to receive the Services including but not limited to distance, physical environment such as walls, pillars, tunnel, walk ways, reflective surfaces, compatibility of Wi-Fi standards between devices, encryption standards, interference of other electronic devices and congested wireless channels.
- 8.2 We do not guarantee data rates or uninterrupted access. 10Gbps is a theoretical maximum for the 10Gbps plans.
- 8.3 In order to experience multi-gigabit throughput, you must ensure that your own end-devices (e.g. PCs, NICs, switches, cabling, storage) are capable of supporting such speeds (e.g. 10G-capable interfaces and Cat6a/7 cabling). If your end-devices are not 10Gbps-ready, the actual speeds that you experience will be lower.
- 8.4 Without prejudice to the foregoing, we will not be responsible for any interruption, disruption to or deterioration in the quality, reliability or accuracy of the Broadband Service or for any technical issues that may arise in connection with your use of your CPE, hardware or Software. You may wish to consult the equipment manufacturer directly on how to maximise your use of the said equipment.
- 8.5 **No guarantee:** You further acknowledge that we do not warrant or give any guarantee on the data transfer speed or any other aspect of the Service. We hereby exclude all warranties, whether express or implied by law, regarding the use of the Services (including without limitation the accessibility, reliability or accuracy of the Services) and the performance and/or condition of the Network.

9. Charges, Billing & Taxes

- 9.1 You will be billed in advance for the subscription Charges for your eight Broadband Plan at monthly intervals or such intervals as may be approved by us.
- 9.2 In addition, you will be billed for the following Standard Charges where applicable:

10Gbps ONT Device	\$108.00
ONT Installation	\$68.00
Service Reconnection	\$20.00 excl. any outstanding subscription fee due
Service call	\$50.00 (applies to customers who purchased more than 4 routers)



NLT Service Activation	\$61.04
Change of Service Address	High-rise - \$182.03 Landed - \$333.54 <i>Applicable before NLT activation where incorrect street name, block number, unit number or postal code was entered during sign-up.</i>
NLT Rescheduling	3 working days before appointment confirmation by NLT: \$20 Missed appointment: \$68
NLT installation	NLT Fibre Termination Point (incl. first 40m of optical fibre) • High-rise \$187.48 • Landed - \$343.35 Internal cabling for every subsequent five (5) meters - \$1.09
NLT Relocation, Repair, Replacement and Removal	High-rise - \$184.21 Landed - \$336.81 <i>Applicable within the same premises.</i>
Relocation (Move house)	High-rise / Landed - \$122.24
Admin Fee	\$20.00
Service Cancellation & Termination	Service Cancellation • Before submitting timeslots for NLT appointment: \$50 • After appointment confirmation by NLT but before NLT completion ◦ High-rise - \$182.03 ◦ Landed - \$333.54 • After NLT completion - \$405.60 • After ONT installation ◦ Monthly recurring charge (MRC) x remaining months



- 9.3 Unless otherwise stated by us, all prices listed on our website are inclusive of 9% GST, which will be adjusted based on prevailing GST rates.
- 9.4 In the event that there are discrepancies in the Charges payable for the Services across our platforms (including, but not limited to, the App and our website), the Charges stipulated in your bill shall prevail.
- 9.5 Billing is based on 30-day cycles unless otherwise stated; upcoming cycle fees may be charged on day 26 of the current cycle. We reserve the right to vary the billing interval at our sole discretion.
- 9.6 All items or fees paid are non-refundable or exchangeable for cash, kind or any service or product.
- 9.7 Security deposits (if any) may be applied against unpaid Charges; no replenishment is required.
- 9.8 If NLT adjusts its charges, we may adopt revised pricing at its discretion without prior notice.
- 9.9 Once you subscribe for and receive any of our Services, you must pay for the Services even if they are used by someone else (whether with your consent or your knowledge).
- 9.10 We will only charge you for the Services you subscribe for. Our Charges are calculated based on our records or, where applicable, the records given to us by a Service Provider.
- 9.11 Each bill is conclusive evidence against you of the accuracy and completeness stated in it. If you do not agree with any of the charges or fees, you should not continue with your purchase of the Services, otherwise you shall be deemed to have accepted and agreed to these T&Cs, including charges or fees.
- 9.12 You are responsible for all Taxes (including GST).

10. Suspension of Services

- 10.1 Subject to Clause 17 below, we reserve the right to suspend or throttle the Broadband Service without further notice to you if you have any outstanding balances that remain unpaid seven (7) calendar days after the due date of the relevant invoice.
- 10.2 The Service will be reconnected after you pay the outstanding balance, subject to payment of the prevailing Service reconnection fee.
- 10.3 Continued non-payment of outstanding balances is a material breach of this Agreement, and entitles us to terminate the Service and/or this Agreement in accordance with Clause 17. Reconnection of the Service will no longer be possible once the Service has been terminated.
- 10.4 For the avoidance of doubt, we will not entertain any request for a voluntary suspension of the Services at any time.

11. Your responsibilities

11.1 Your relationship with us

You must:

- 11.1.1 provide accurate and complete information to us, and inform us immediately if there are any changes to the information you gave us;
- 11.1.2 pay all charges for the Services you subscribe for, even where there is any suspension, interruption or loss of the Services, and you must pay charges for any disconnection and/or re-connection of the Services (if any), whether this was caused by your request or your default;
- 11.1.3 comply with all applicable laws, rules and regulations, and any requirements or restrictions which we or the Service Providers may impose on the use of the Services;
- 11.1.4 comply with all instructions, notices or directions issued by us; and
- 11.1.5 take all reasonable steps to prevent fraudulent, improper or illegal use of the Services.

11.2 Your use of the Services:

You must be responsible for the use of the Services you subscribe for. This would include:

- 11.2.1 obtaining the appropriate permission if you use the communication services or equipment of third parties to access the Services;
- 11.2.2 not using or allowing the Services you subscribe for to be used in any unlawful way or in a way that could give rise to civil or criminal liability. This would include:
 - 11.2.2.1 posting, soliciting, transmitting or disseminating Content which may be misleading, defamatory, offensive, indecent, objectionable or illegal, or which may cause annoyance, harassment or anxiety to anyone, including junk/spam mail, solicitations, or distributing mail to any party who has not given permission to be included in the distribution. Junk/spam emails do not have to be sent from your account or our Network to violate this Agreement. Emails sent by or through a third party that advertises or directs traffic or links to your account is considered sent by you. If someone alleges that you have breached any of these terms, we can require you to give evidence that you have not including adducing evidence of a "Confirmed Opt-In" mailing list where applicable;
 - 11.2.2.2 if relevant, forging or issuing misleading message headers to mask the originator of the message or employing any other method to disguise or mislead anyone on the source or quantity of the emails transmitted;
 - 11.2.2.3 posting, soliciting, transmitting, disseminating, advertising or storing Content that is pornographic or contains malware such as computer viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programmes;
 - 11.2.2.4 illegally, or without appropriate authority, accessing any part of the Services, the Network or any third party equipment, accounts, systems or networks to which you can connect through the Services (directly or indirectly), or doing anything as a precursor to such an attempt (including port, stealth, security or penetration scans or other illegitimate information gathering activity) on our servers or network or the Service Providers;

- 11.2.2.5 disrupting or undermining the security of the networks and systems connected to the Services, or violating the rules and regulations of such networks. This can include failing to update or accessing websites that are known to be vulnerable to malicious activity;
- 11.2.2.6 if relevant, collecting and/or disseminating information about others or their email addresses without their consent;
- 11.2.2.7 violating anyone's rights, including their intellectual property and privacy rights, or anyone's uninterrupted use of the Services or any networks, for any fraudulent, illegal or improper purposes;
- 11.2.2.8 reselling or providing any part or component of the Services, whether for profit or not, to third parties without our prior written consent;
- 11.2.2.9 advertising, transmitting, facilitating or making any Content, product or service available that may breach this Agreement;
- 11.2.2.10 doing anything to generate excessive Network traffic beyond what is normal and reasonable, cause congestion to the Network, or cause any disruption, interference, interruption or degradation in the Network or our Services; and
- 11.2.2.11 doing anything, even if it is lawful, that we decide is harmful to our customers, operations, reputation, goodwill or customer relations.

You agree that these restrictions are reasonable and necessary for the operation, management and maintenance of the Network. However, if any of the restrictions are held by a court to be invalid for any reason, but would be valid or effective if any part of its wording were deleted, you agree that the restriction shall apply to you with such deletions or amendments made so that it is valid and effective at law.

12. Security

- 12.1 Please keep your login identification, passwords, and other private information confidential. You are solely responsible for all activities that occur under your accounts, even without your consent or knowledge. If you use any login identification, or password that we deem to be insecure, that would be a breach of this Agreement.
- 12.2 We may refuse, change or remove login identification or password(s) which we deem inappropriate or offensive.

- 12.3 You must take immediate action to remedy the situation if you discover or suspect that there has been any unauthorised use of your login identification and/or password(s) or that your account security has been compromised, including by immediately informing us and changing your password(s).
- 12.4 You should change your password(s) or any other security identification regularly for your security.
- 12.5 We are not responsible for the security of your account, and any equipment, network and systems you use to access the Services. We do not guarantee the security of any transmission you make.

13. Things we may have to do

- 13.1 From time to time and in order to protect and enhance our systems and Service offerings, we will need to verify the accuracy of the information you provide to us. This could include cross tabulating with external databases. You agree to such actions by us.
- 13.2 We also have to take appropriate actions to protect, maintain, improve and/or manage our Network and systems and to ensure smooth provision of our Services with or without notice to you. These include:
 - 13.2.1 carrying out maintenance and repair work to our hardware and software, that may involve interruption or suspension of some or all of our Services. We will try to restore the affected Services as quickly as we can;
 - 13.2.2 performing searches or scans of your Content/data and system;
 - 13.2.3 managing and controlling access to the Network, even if access is a requirement or constitutes part of the Services; and
 - 13.2.4 managing and controlling access to certain data stored in the Network, even if it belongs to third parties or customers. We, or our designated Affiliates, may carry out any of the above actions in any manner we consider appropriate or necessary and we will not be liable to you or any third party for any loss, damage or expense that may result from this.
- 13.3 We will not intentionally monitor any electronic messages sent or received by you unless required to do so by law, governmental authority or with your consent. We may, however, monitor our service electronically to determine that our Services and



Network are operating satisfactorily. We will not intentionally disclose your online communications or activities, except to comply with a court order or applicable laws, or where necessary to protect us and others from harm, or for the proper operation of our Services and Network.

14 Content, Products and Services

- 14.1 You may access Content, products and/or services using the Services. You agree that:
- 14.1.1 all such Content, products or services will be the sole responsibility of the person from whom it originated, and we do not endorse or guarantee its accuracy, reliability, integrity, legality or quality;
 - 14.1.2 we are not liable for any Content, products or services which you may access, use or acquire via the Services;
 - 14.1.3 you are solely responsible for all Content, products or services that you transmit or make available via the Services;
 - 14.1.4 by using the Services, you may be exposed to third party Content, products or services that may be defamatory, offensive, indecent, objectionable or illegal; and
 - 14.1.5 we may without notice to you, remove, modify or deny access to any Content, products or services which you try to access, or which you transmit or make available via the Services, including without limitation such Content, products or services that may be or are alleged to be defamatory, offensive, indecent, objectionable or illegal or may have infringed any party's intellectual property rights. We shall not be responsible for determining the validity of any such allegations.
- 14.2 In addition, we will not be liable for any problems you encounter, or for any non-delivery, non-performance or defects in any goods and services you obtain from, advertisers or any third parties on our website or through the Services. We are not responsible for such advertisers or third parties.
- 14.3 If any Services are provided to you on a free trial basis, the full Charges for that Service shall apply after the free trial period, without notice to you. You agree that display of the applicable Charges for Services on our website or applications will constitute notice of the Charges.

15. Use of Network

- 15.1 **Additional Rights:** The provisions of this Clause are in addition and without prejudice to any other rights we may have over the Network and its use, whether granted by statute or otherwise.
- 15.2 **Ownership:** You agree that we are the owner and/or licensee of the Network at all times, even if parts of the Network (such as Service Equipment, cables and/or fixtures) may be located on your Premises or may be otherwise procured by us from third parties.
- 15.3 **Access and Maintenance:** From time to time and in order to protect and enhance our Network, we will need to take appropriate actions to protect, maintain, improve and/or manage our Network. Where we can, we will give you reasonable advance notice. You agree that
- 15.3.1 you will provide access, space, power feed and such reasonable assistance as we may require, without charge, to any CPE, Service Equipment, software and systems used by you in connection with any of the Services, or otherwise to undertake the Works to maintain and safeguard the Network. We may need to investigate, test and repair faults, signal leakages or malware, or address any imminent harm to the Network or any third party's network or systems;
- 15.3.2 you will provide access, space, licence, right of way and easements on or through your Premises as we may reasonably require, without charge, for the purposes of installing, inspecting or maintaining your CPE or any Service Equipment as may be required to provide the Services to other properties;
- 15.3.3 Network maintenance works will be carried out exclusively by us or our contractors. You will pay the standard annual Network maintenance fee prescribed by us from time to time;
- 15.3.4 if we ascertain that any fault is caused by your equipment or systems, we may charge you our prescribed standard rates for any repair or rectification works; and
- 15.3.5 we have the right to conduct Network maintenance at such times and frequencies as we decide, and we are not liable to you for any disruption or interruption to the Services and/or your access to the Services which may result.

15.4 **No Unauthorised Acts**

15.4.1 You will not undertake or permit anyone to undertake any Unauthorised Acts and will notify us as soon as you are aware of any Unauthorised Acts, including allowing your equipment, software and/or systems connected to the Network to cause or be used for an Unauthorised Act.

15.4.2 You will immediately disconnect, switch off, suspend, secure or remove any equipment, software or systems from the Network if we notify you that any of such equipment, software or systems connected to the Network will cause, is causing or is likely to cause or is or may be used for an Unauthorised Act.

15.4.3 You will provide such reasonable assistance as we may require to prevent or remedy any Unauthorised Act as referred to above.

15.5 **Removal/Relocation of Network** You will not remove or relocate, or permit any third party to remove or relocate, any part of the Network (including any Equipment belonging to us that is connected to the Network) from the Premises without giving us at least 6 months' prior written notice and obtaining our prior written consent. This is even where the Premises have been disconnected from the Network or this Agreement has been terminated. We will be entitled to impose our standard prescribed Charges for undertaking any removal or relocation of the Network, including signal diversion costs.

16. Indemnity & Liability

16.1. While we strive to give a good consumer experience, the Services are provided on an "as is" and "as available" basis. You use the Services or rely on any Content at your sole risk. To the fullest extent allowed by law, we do not give any assurances or guarantees, either express or implied, in relation to such Services or Content.

16.2 Specifically, we do not warrant:

16.2.1 that the Services, our website or our operation, maintenance and protection of the Network will not cause any harm to your equipment, software systems or Content;

16.2.2 the accuracy, reliability or quality of any Content obtained through the Services or that defects in our website will be corrected; and

- 16.2.3 that the Services and our website are error free, uninterrupted or available at all times.
- 16.3. Where you are provided with any gift or premium from us, you agree that:
 - 16.3.1 our maximum liability is the amount you have paid us in cash, if any, for it;
 - 16.3.2 the redemption of the gift or premium is subject to stock availability;
 - 16.3.3 we make no warranty as to the gift or premium and will not be responsible for any specifications, defects or non-performance in it;
 - 16.3.4 we are not an agent of the merchant, manufacturer and/or supplier of the gift or premium, and shall not be deemed to be a seller or transferor of the gift or premium;
 - 16.3.5 unless otherwise agreed by us in writing, any issue which you may have in respect of the gift or premium shall be resolved directly with the merchant, manufacturer and/or supplier. The gift or premium is subject to such other terms and conditions of the merchant, manufacturer and/or supplier; and
 - 16.3.6 we reserve the right to substitute the gift or premium with any item of a similar value.
- 16.4 Except as set out in this Agreement, we expressly exclude all other liability we may have to you, including all liability in contract, tort, negligence, misrepresentation, strict liability or statute. This exclusion applies for our benefit and that of the Service Providers whose networks are connected to each other or to the Network, all companies, directly or indirectly owned, wholly or partly owned or controlled by us or any of these parties, and all their officers, employees, contractors and agents or anyone else to whom we or these parties are responsible ("**the Relevant Parties**") and whether it relates to anything caused by or resulting from anything any of the Relevant Parties does or omits to do or delays in doing (even if done, omitted or delayed wilfully, recklessly or negligently), whether or not it is contemplated or authorised by any agreement you have with us.
- 16.5 Neither we nor any of the Relevant Parties is liable for any special, incidental, indirect, consequential or punitive damages, losses, costs or expenses, even if caused wilfully, recklessly or negligently.
- 16.6 Neither we nor any of the Relevant Parties is liable for any lost profits, revenue, business or anticipated savings, loss of data, loss of Content or loss of use, even if caused wilfully, recklessly or negligently.

- 16.7 If any of the exclusions set out in this Clause 16 does not apply, our liability will not exceed the lower of your preceding month's Charges applicable to the Services in question or \$5,000/- for any event or for any series of connected events.
- 16.8 The exclusions of liability above do not apply to liability for death or personal injury resulting from our negligence, or to any liability which cannot be lawfully excluded or restricted under the Unfair Contract Terms Act 1977.

17. Ending the Services and addressing breaches of this Agreement

- 17.1 Subject to Clause 17.2 below, either party can terminate this Agreement or the Services without assigning any reason by giving at least 35 calendar days' notice prior to the next billing cycle. In the absence of any termination in accordance with this Agreement (including this clause), this Agreement or the Services shall automatically continue beyond the applicable Minimum Contract Period, promotional period or initial subscription period without any notice from us to you, on a month-to-month basis and based on our prevailing rates without any previously applied discounts or promotional rates. If you continue to use the Services, you will be taken to have accepted this clause and our prevailing rates. If you do not accept this clause, your sole and exclusive remedy will be to terminate this Agreement or the Services in accordance with this Agreement.
- 17.2 If you give us notice to terminate in accordance with Clause 17.1, and the notice period ends during the applicable Minimum Contract Period, or if we terminate the Services or this Agreement pursuant to Clause 17.3 below:
- 17.2.1 there will be an early termination Charge and, where applicable, prorated Charges for the Services, ONT and/or ancillary items and costs for the rest of the Minimum Contract Period; and
- 17.2.2 you will compensate us for any damages or losses we may suffer because of the early termination. In computing the Minimum Contract Period for a particular Service, any period for which that Service is suspended will not be counted.
- 17.3 We have the right to suspend or terminate all or any part of the Services, or terminate this Agreement with 1 Working Day notice (for Clauses 17.3.1 and 17.3.2 below) or with immediate effect (for Clauses 17.3.3 – 17.3.9 below), in each case without



compensation to you, and without prejudice to our rights to damages for any breach by you of this Agreement, if any of the following events occurs:

- 17.3.1 you breach any of the terms and conditions of this Agreement or any other agreement you have with us;
- 17.3.2 you provide incorrect, false or incomplete information to us;
- 17.3.3 you act in a way likely to harm eight's reputation;
- 17.3.4 you fail to schedule the NLT Activation Appointment within 30 calendar days of our approval of your application for Services;
- 17.3.5 you become or threaten to become bankrupt or insolvent;
- 17.3.6 you make any arrangement or composition with or assignment for the benefit of your creditors or go into either voluntary or compulsory liquidation or a receiver, trustee, judicial manager or administrator is appointed over any of your assets;
- 17.3.7 the equivalent of any of the events referred to in the above Clauses 17.3.5 and 17.3.6 under the laws of any relevant jurisdiction occurs to you;
- 17.3.8 the Premises or the building within which the Premises is located is or has been disconnected from the Network for any reason whatsoever;
- 17.3.9 we are unable to provide the Broadband Service or the Network connection for any reason beyond our control (including loss of any licence, way-leave or easement, requirements of any governmental or regulatory authority or orders by the court and failure to deliver by a third party supplier);
- 17.3.10 the requirements of the relevant Regulatory Authority or any other authority result in us having to stop providing any of the Services or to provide any of the Services in a manner which is unacceptable to us; or
- 17.3.11 we believe that you are likely to create imminent harm (such as interruption, disruption, congestion or any unauthorised act) to the Network or any third party's networks or systems or our provision of the Services, or to defraud us, or are likely to create imminent harm or harass or are abusive to our personnel.

In such event, you may immediately contact our customer service to tell us why such suspension or termination should not occur. We will consider each case and where

we deem appropriate, will not proceed with the suspension or termination of such account or take any other appropriate action where necessary.

- 17.4 In addition, if we suspect that you are using or allowing any of the Services to be used for fraud, misconduct or any other illegal or improper purpose, we will refer this to the relevant authorities and comply with directions or guidelines issued by them, without notice to you.
- 17.5 We may restore any suspended or terminated Services after you have paid for any restoration or re-connection Charges and reimbursed us for our reasonable costs in suspending/terminating the Services and after you have made good the breach or default.
- 17.6 If any of the Services is terminated:
- 17.6.1 all sums due, accruing due or payable to us in respect of that Service up to the date that Service is terminated (including early termination Charges, and any previously waived amounts under promotions) will become immediately due and payable to us;
- 17.6.2 refunds (if any) may be made by us in the same mode as payment is made for the Service by you or in such other manner as we decide. If a refund has been issued, we may charge a processing fee if you request for changes to be made to the refund; and
- 17.6.3 you must immediately return to us (a) the ONT (including patch cable and power adaptor) and/or (b) any router that we sold to you (but which has not been fully paid for) in good condition within 7 calendar days of the date of the termination, failing which we may charge you for costs incurred in repossessing, replacing or repairing such equipment. You agree and accept that the early termination Charges are liquidated damages and not a penalty for early termination of the relevant Service.
- 17.7 Where specified, termination of an eight Broadband Plan during the Minimum Contract Period takes effect only upon the return of the ONT (including patch cable and power adaptor) in good working order. You will continue to be liable of payment of all Charges continue until the ONT is returned.
- 17.8 The termination of this Agreement will not affect any accrued rights and remedies of either party against the other party.

- 17.9 We will determine, in our sole discretion, on a case-by-case basis, the steps which are necessary to address any breach of this Agreement. Such steps include investigating any suspected or alleged breach of this Agreement, including obtaining information from you, any complainant and the examination of Content on our server. Nothing contained in this Agreement will limit our actions or remedies in any matter and we reserve at all times all rights and remedies available to us at law.
- 17.10 We and the Service Providers shall not be liable for any damages, losses, costs or expenses of any nature suffered by you or third party resulting in whole or in part from the exercise of our rights under this Agreement. By using the Services, you agree to waive and hold us and the Service Providers harmless from any claims relating to any action taken by us, including the conduct of an investigation, Content, suspending or terminating the Services, or other appropriate action in relation to any suspected or alleged breach of this Agreement.

18. Other legal matters

18.1 Indemnity

You must indemnify us, including our employees, directors and agents, in full against all claims, damages, losses, liabilities, claims, costs, expenses, demands and actions resulting from your use of the Services, your negligence, omission, act or breach of this Agreement.

18.2 Intellectual property

Any and all of our Intellectual Property will continue to belong to us or our licensor(s). You may not use or permit anyone to use any of our Intellectual Property except as may be necessary for your lawful use of the Services or as permitted by us.

18.3 Conclusiveness of records

In the absence of fraud or manifest error, all our records relating to the Services (including but not limited to our overseas roaming partners) are conclusive evidence of their accuracy and completeness.

18.4 Transferring this Agreement

You may not assign, novate or transfer any of your rights and/or obligations under this Agreement without our prior written consent. We may assign, novate and/or transfer all or

part of our rights and/or obligations under this Agreement to any party and will give you notice of this.

18.5 Changes

We may from time to time change any of these terms & conditions and/or any other applicable terms and conditions for the Services you subscribe for. We may also from time to time withdraw, suspend, or change any of the Services. We will try, where we reasonably can, to give you advance notice of such changes, and we will notify you of such changes in writing or via our website, or such other form as we may decide. The display of the revised terms & conditions on our website will constitute notice of the changes. If you continue to use the Services, you will be taken to have accepted the changes.

18.6 Matters beyond our control

18.6.1 We will not be liable for any delay or failure in performance under this Agreement resulting from matters beyond our control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, acts of terrorism, accident, fire, lightning, equipment failure, cyberattacks (including any type of offensive manoeuvre that targets computer information systems, infrastructure, computer networks or personal computer devices), computer software or Software malfunction (including due to malicious software programmes), interception of online communication, identity theft, electrical power failure, faults, interruption or disruption of the Network or the networks of the Service Providers or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees) or epidemics of infectious diseases.

18.6.2 In addition, the Services may occasionally be affected by interference caused by objects beyond our control such as buildings, underpasses and weather conditions. When this happens, we will not be responsible for any interruption or disruption of the Services or if you cannot access or use the Services.

18.7 No waiver

If we do not, or if we delay, the exercise or enforcement of any of our rights under this Agreement, we will not be considered to have waived our rights, and our right to fully exercise and enforce all our rights under this Agreement will not be affected.

18.8 Confidentiality

You must not use or disclose to any person any information (other than information that is or has become publicly available) relating to any of the Services or us which you obtain from us or our agents in connection with this Agreement and the Service, except to the extent necessary to comply with law, court order or any regulatory authority.

18.9 Entire agreement and severability

18.9.1 Except where stated by us, these T&Cs and/or other terms and conditions as otherwise agreed between us in writing, contain the whole agreement between you and us with respect to the Services you subscribe for, and there are no other agreements or terms, oral or written, express or implied, which govern the provision by us of the Services.

18.9.2 If any part of this Agreement is invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall not be affected.

18.10 Rights of third parties under this Agreement

Save for our Affiliates, third parties who are not involved in this Agreement cannot enforce it under the Contracts (Rights of Third Parties) Act 2001.

18.11 Applicable laws

This Agreement is governed by Singapore law. Our provision of the Services is subject to the Act and we are required to comply with the directives and orders of all relevant Regulatory Authorities. Both of us irrevocably submit to the non-exclusive jurisdiction of the Singapore courts for any legal proceedings relating to this Agreement. Either party may also refer any dispute to the Small Claims Tribunal. If we agree with you that arbitration would be an appropriate forum, we may jointly refer the dispute for arbitration.

18.12 Meanings

This Clause sets out how certain words and phrases are used in this Agreement.

"Act" : the Telecommunications Act, or as applicable, the Info-communications Media Development Authority Act 2016, as may be changed from time to time.



"Affiliate"	:	any related or associate company of Eight Telecom Pte Ltd including their successors, assigns, employees and agents.
"Agreement"	:	these terms & conditions and other terms and conditions applicable to the Services you and we may have agreed or accepted from time to time.
"Charges"	:	all amounts payable to us including (without limitation) installation, activation, reconnection, usage, administrative, cancellation, early termination and other fees related to the Services, Customer Premise Equipment, and Service Equipment.
"Content"	:	photographs, videos, graphics, data, messages, links or other materials.
"Customer" or "you" or "your"	:	the person who uses or intends to use the Services (including his or its successors and permitted assigns) and anyone appearing to us to be acting with that person's authority or permission.
"Customer Premise Equipment" or "CPE"	:	any hardware, software, cabling, devices, systems or facilities installed at the Premises or under your control (including those provided on your behalf).
"eight" or "us" or "we" or "our"	:	Eight Telecom Pte Ltd (Reg. No. 202434562N) and includes their successors, assigns, employees and agents.
"IMDA"	:	Info-communications Media Development Authority of Singapore, its successors and assigns.
"FAQ"	:	a list of frequently asked questions, as accessible at our website at www.eight.com.sg .
"Minimum Contract Period"	:	such committed Services' subscription period as may be set out in the Registration Form or any other terms and conditions that you and we may have agreed or accepted from time to time or in our tariff tables starting from the Service Activation Date.



"Network"	:	all networks owned, maintained or operated by, and/or leased/licensed to us through which we provide the Services to you.
"Partner"	:	by us as our authorised sales agent to promote, market and sell the Services via our Offline Channels.
"Premises"	:	the property bearing the Service Address and is owned or occupied by you.
"Registration Form"	:	The eight online or paper form completed by the Customer to request the Services.
"Regulatory Authority"	:	IMDA, its successors and/or assigns.
"Services"	:	subscription fibre broadband Broadband access service provided by us over the Network, including, where appropriate, the cabling, construction and connection service in order that you may access the Service, as well as products and applications provided by eight as set out in the Registration Form and T&Cs.
"Service Activation Date"	:	date of successful installation and activation of the FTP by NLT at the Premises.
"Service Address"	:	address of the Premises at which we agree to provide the Service.
"Service Provider"	:	any third party service provider involved in providing the Services to you and/or on whose behalf we are billing, including without limitation any network operator or telecommunication service provider.
"Service Equipment"	:	Any equipment that is provided, sold, leased or rented out by us in connection with the Services that is not CPE or routers.
"Service Term"	:	the service period (including any renewal/extension) starting from the Service Activation Date.



"Software"	:	any software programme and firmware including any upgrades provided to you as part of the Services or which allows you to access the Services.
"Taxes"	:	levies and other similar charges imposed under any law in respect of the provision of the Services or on any charges or payment due from or payable by you to us.
"Unauthorised Acts"	:	any tampering, modification, removal, destruction and/or damage of or to the Network, unauthorised connection to the Network, including without limitation, such connections that cause interruption, disruption, congestion in and to the Network or any third party's networks or systems, or use of the Network for a purpose other than that of the reception of the Services according to the applicable terms and conditions governing the use of the Services.
Value-Added Service	:	Any optional service provisioned together with the Services.
Working Day	:	Monday to Friday in Singapore, excluding weekends and public holidays.

18.12.1 If a deadline falls on a non-Working Day, it shifts to the next Working Day.

18.12.2 Any reference to a "router" is not a reference to an eight ONT unless expressly stated.

18.12.3 Any decision to be made by us or actions that we may take in this Agreement may be made at our sole discretion.

18.12.4 If there is any conflict or inconsistency between these T&Cs and another document, such conflict or inconsistency shall, in the absence of any express agreement to the contrary, be resolved in a manner most favourable to eight, to the fullest extent permissible under applicable laws .