

## SPECIFIC TERMS AND CONDITIONS

### OneVoice (Corporate)

ViewQwest's OneVoice is a business communications platform, which provides the full complement of PBX features at the user, group, site, and enterprise-wide levels.

#### 1 Overview

- 1.1 This Specific Terms and Conditions, read together with the General Terms and Conditions, the Master Services Agreement (and its accompanying annexures), and any other agreement entered into between the Customer and ViewQwest as necessary for the provision of the Services, when attached to or reference in the Service Application Form, will constitute a contract between the Customer and ViewQwest for the provision of the Services. Accordingly, the Customer agrees to use the Services in accordance with the terms and conditions of the contract between the Customer and ViewQwest.
- 1.2 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 contract between the Customer and ViewQwest.
- 1.3 This Specific Terms and Conditions apply to the Customer who ordered or subscribed the OneVoice (Corporate) (the "Services").

#### 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:-

<b>Charges</b>	Shall mean charges payable by the Customer to ViewQwest, including (where applicable) installation, connection, re-connection, usage, cancellation, administrative, and other related charges payable for the Services.
<b>Fair Use Policy</b>	Shall mean the fair use policy set out in Clause 15 of this Specific Terms and Conditions.
<b>Handover Document</b>	Shall mean the document that ViewQwest provides the Customer once the Services has been successfully provisioned and handed over to the Customer.
<b>IDD Rates Table</b>	Shall mean the table that sets out the relevant IDD Rates, which may vary from time to time with or without any prior notice. The IDD Rates Table may be viewed on ViewQwest's website.
<b>Lease Equipment</b>	Shall mean the supported lease equipment as set out in the Service Application Form, which shall be used for the purposes of the Services.
<b>Numbers</b>	Shall mean the telephone numbers assigned to the Customer for the purposes of the Services in accordance with this Specific Terms and Conditions.
<b>Service Activation Date</b>	Shall mean the date the Services is fully activated and ViewQwest starts billing the Customer. the Service Activation Date will be based on the Handover Document provided by ViewQwest to the Customer.
<b>Service Application Form</b>	Shall mean the service application form, which shall be completed by the Customer in connection with the Services.
<b>Service Term</b>	Shall mean the term (including the initial term and any extension or option term) for each ordered Services, which shall commence on the Service Activation Date.

#### 3 Eligibility

- 3.1 In order to order the Services, the Customer must comply with the following requirements:-
- (a) The Services must be used for business purposes only;
  - (b) The Customer must not have any outstanding accounts with ViewQwest; and
  - (c) The Customer must not have been a customer who has previously misused ViewQwest's Services.
- 3.2 The Customer must at all times provide ViewQwest with such information as may be necessary or desirable for ViewQwest to provide the Services. ViewQwest may decline acceptance of the Customer's Service Application Form at its discretion and without any liability to the Customer.

#### 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, and any other agreement entered into between the Parties in connection with the Services provided under this Specific Terms and Conditions.

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- 4.2 The Customer acknowledges and agrees that:-
- (a) For Level 3 Numbers, the Customer:-
    - (i) Shall not use the Services to make calls to Toll Free Numbers (e.g. 1800) and Emergency Numbers (e.g. 999 and 995); and
  - (b) The quality and reliability of the Services may be affected by factors beyond ViewQwest's reasonable control including, but not limited to, the Customer's WiFi connectivity, the Customer's network, and the connectivity services provided by third party service providers;
  - (c) It is responsible for providing the necessary LAN cables for the purposes of the Services; and
  - (d) It is responsible for ensuring that there are sufficient network switches at the Customer's premises.
- 4.3 The Services are enabled with IDD 001 and 002 (collectively referred to as "**IDD Services**") and the Customer will be provided with a unique PIN to authorise any outgoing IDD calls. The Customer will be solely responsible for instituting and maintaining security procedures to ensure the integrity and security of its network and the unique PIN. ViewQwest shall not be liable for unauthorised access to the Customer's network or other breaches of the Customer's network security.
- 4.4 By using the IDD Services, the Customer agrees to the following:-
- (a) To allow ViewQwest to redirect all IDD calls through ViewQwest's IDD Services; and
  - (b) Being charged the corresponding IDD Rates set out in the IDD Rates Table based on the Customer's usage of the IDD Services.
- 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 Number Porting**

- 5.1 The Customer acknowledges and agrees that:-
- (a) For Level 3 Numbers, the Customer is unable to port in or port out their assigned Numbers;
  - (b) For Level 6 Numbers, the Customer may only port their assigned Numbers to another operator in a continuous block of ten (10) numbers;
  - (c) It will provide a Letter of Authorization(LOA) and other necessary documents as may be required by Viewqwest to carry out the number porting.
  - (d) Viewqwest and its sub-contractors will not be responsible for losses or service interruptions arising from the termination of services and/or porting of Local Telephone number(s).
  - (e) It will be responsible to its existing provider for all charges incurred up to the date and time the Local Telephone Number(s) is/are ported to Viewqwest.

## **6 Numbers**

- 6.1 ViewQwest will allocate Numbers to the Customer for the purposes of the Services as set out in the Handover Document provided by ViewQwest to the Customer. The Customer does not have any rights to these Numbers except for the sole purpose of using the Services in accordance with this Specific Terms and Conditions.
- 6.2 ViewQwest may, for commercial, operational, or technical reasons or compliance with any requirement of the relevant Government Agency, withdraw or change any allocated Number. ViewQwest will endeavour to provide reasonable notice in such an event.

## **7 Lease Equipment**

- 7.1 The Customer will be eligible to lease Lease Equipment for twenty-four (24) month plans only. In the event that the Customer signs up for a twelve (12) month plan, the Customer will be required to purchase one of the supported Lease Equipment.
- 7.2 The Customer may upgrade the Lease Equipment upon fulfilling a continuous contractual period of twenty-four (24) months of the Services.

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- 7.3 ViewQwest will provide servicing and/or replacement of the Lease Equipment, subject to the terms and conditions of this Specific Terms and Conditions.
- 7.4 Upon the expiry or termination of the Services, the Customer shall return the Leased Equipment in good working condition to the satisfactory of ViewQwest within seven (7) days from the date of expiry or termination of the Services. The Customer shall be liable for the as new replacement cost of the Lease Equipment or a fit for purpose equivalent if:-
- (a) The Customer fails to return the Lease Equipment to ViewQwest within seven (7) days from the date of expiry or termination of the Services; or
  - (b) The returned Lease Equipment is, in ViewQwest's reasonable opinion, not fit for purpose due to including, but not limited to, misuse, inappropriate care, or unauthorised repair.
- 7.5 The Customer acknowledge that ViewQwest does not warrant the Lease Equipment would be error free and agree to exclude ViewQwest from whatsoever Services disruption, damages and liabilities arises from or due to such Lease Equipment.

### **8 Technical Support**

- 8.1 In the event of any queries or technical support issues, the Customer may contact ViewQwest Technical Support as stated in the Handover Document.
- 8.2 In the event that the Customer requires on-site technical support, it shall be subject to availability and the relevant prevailing Charges.
- 8.3 ViewQwest may conduct Standard Scheduled Maintenance during the weekends between 0000h to 0500h SGT or any other schedule as it deems necessary.

### **9 Order**

- 9.1 To order the Services, the Customer shall adhere to the Request for Service Process set out in the Master Service Agreement. In the absence of a Master Service Agreement, the Customer shall order the Services using the applicable Service Application Form.

### **10 Provisioning**

- 10.1 Subject to availability and delays caused by factors beyond ViewQwest's reasonable control (e.g. delays caused by the Customer, the building management, and/or any third parties), the estimated lead time for OneVoice Services is fourteen (14) Business Days from the date ViewQwest receives the duly endorsed Service Applicable Form.
- 10.2 Subject to availability and any reasons beyond ViewQwest's reasonable control (e.g. delays caused by the Customer, and/or any third parties), the estimated lead time for Number Porting is twenty-eight (28) Business Days from the date of duly endorsed Service Applicable Form.

### **11 Term**

- 11.1 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. If no such term is specified, the Service Term shall be at least twelve (12) months.
- 11.2 Upon expiry of a Service, the Service Term will be automatically renewed on a monthly basis on similar terms, unless prior to the expiry of the Service Term, the Customer gives one (1) month prior written notice to ViewQwest of its intention not to renew.

### **12 Charges and Payment**

- 12.1 The Customer shall pay ViewQwest the following Charges in accordance with this Clause 12:-
- (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 for the provision of the Services, including but not limited to the IDD Rates.
- 12.2 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.
- 12.3 Unless otherwise stated in this Specific Terms and Conditions, ViewQwest will render an invoice for the Services upon verifying the amounts due to ViewQwest on the Customer's portal for any given calendar month or such other intervals as may be determined by ViewQwest.

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#### 13 Suspension

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

- (a) The Customer is in breach of any terms and conditions of this Specific Terms and Conditions or
- (b) The Customer fails to pay any invoice or any Charges under Clause 12 of this Specific Terms and Conditions.

#### 14 Termination

14.1 The Customer shall provide thirty (30) days prior written notice to ViewQwest if the Customer wishes to terminate the Services. The Customer shall also provide such written notice to [corporate@viewqwest.com](mailto:corporate@viewqwest.com).

14.2 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, or if such breach is remediable, the Customer fails to remedy the breach within thirty (30) days after receiving notice from ViewQwest to do so;
- (b) Immediately if the Customer is using the Services in contravention of any applicable law, license, code, regulation, and/or direction;
- (c) If the Customer fails to pay any invoice or any Charges under Clause 12 of this Specific Terms and Conditions in accordance with the following procedure:-

Credit Term	Action
30 days past due	Notice of Suspension
37 days past due	Suspension of Service
60 days past due	Notice of Termination
67 days past due	Termination of Service

- (d) With thirty (30) days written notice if ViewQwest subsequently decides to discontinue the operation and provision of the Services to the Customer.

14.3 Where the Services is terminated, the Customer shall be liable to pay ViewQwest any outstanding Charges and early termination charges equivalent to the Charges payable for the remaining term or in accordance with the terms and conditions of the contract between the Customer and ViewQwest.

#### 15 Fair Use Policy

15.1 The Customer acknowledges and agrees to the provisions set out under this Fair Use Policy. The Fair Use Policy is designed to prevent fraud and abuse of the Services.

15.2 The Customer shall use the Services for individual use only in accordance with this Clause 15 and shall not use the Service for non-legitimate use including but not limited to the following:-

- (a) Using the Service for telemarketing or call centre operations;
- (b) Reselling the Service in whole or in parts;
- (c) Sharing the Service via a PBX, call centre, computer, or through any other means;
- (d) Calling numbers (whether singly, sequentially, or automatically) to generate income for the Customer or others as a result of placing the call, other than for the Customer's individual use;
- (e) Unusual calling patterns inconsistent with normal, individual subscription use, for example, regular calls of short duration or calls to multiple numbers in a short period of time; and
- (f) The Customer does or omits, or allows to be done or omitted, anything which in ViewQwest's reasonable opinion, is in breach of the Fair Use Policy.

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15.3 ViewQwest reserves the right to take into consideration any unlawful, prohibited, abnormal, or unusual activity as it reasonably believes into account in making its determination of whether the Customer's use of the Service is in breach of the Fair Use Policy. In the event that the Customer is in breach of the Fair Use Policy, ViewQwest will provide the Customer with notice of improper usage before suspension or termination of the Service where reasonable. The Customer shall also cooperate with ViewQwest in any ongoing investigation in relation to any breach or alleged breach of the Fair Use Policy.

### **16 General**

16.1 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.

16.2 ViewQwest reserves the right to vary this Specific Terms and Conditions from time to time with or without prior notice or by making it available on its website at <https://viewqwest.com/legal/>. The Customer's use of the Services will constitute acceptance of this Specific Terms and Conditions and any amendments thereof.

16.3 In the event of any conflict between this Specific Terms and Conditions, the Master Services Agreement, and the General Terms and Conditions, this Specific Terms and Conditions shall prevail.

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