

SPECIFIC TERMS AND CONDITIONS

OneVoice (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 These Specific Terms and Conditions apply to the Customer who subscribed to the OneVoice (Residential) (the “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:-

Fair Use Policy	Shall mean the fair use policy set out in Clause 11 of this Specific Terms and Conditions.
IDD Rates Table	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.
Numbers	Shall mean the telephone numbers assigned to the Customer for the purposes of the Services in accordance with 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.
- 4.2 The Customer acknowledges and agrees that the Customer will not be able to:-
- (a) Port their assigned numbers to and from another operator; and
 - (b) Use the Services to make calls to Toll Free Numbers (e.g. 1800) and Emergency Numbers (e.g. 999 and 995).
- 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 The Customer may contact ViewQwest at +65 3102 0000 or via email at residential.support@viewqwest.com. In the event that the Customer requires on-site Technical Support, ViewQwest reserves the right to charge the Customer the applicable fees.

5 Numbers

- 5.1 ViewQwest will allocate Numbers to the Customer for the purposes of the Services. 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.
- 5.2 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.

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.

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7 Charges and Payment

7.1 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 for the provision of the Services, including but not limited to the IDD Rates.

7.2 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.

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 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.

10 Termination

10.1 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.

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

11 Fair Use Policy

11.1 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.

11.2 The Customer shall use the Services for individual use only in accordance with this Clause 11 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.

11.3 ViewQwest reserves the right to take any unlawful, prohibited, abnormal, or unusual activity 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.

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- 12.1 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.
- 12.2 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.
- 12.3 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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