

SIMBA Broadband 2.5Gbps Critical Information Summary

This section is a summary of selected terms & conditions from the **SIMBA Residential Broadband - Terms and Conditions**. This summary does not reflect any discounts or promotions which may apply from time to time. All prices stated are inclusive of the prevailing GST rate unless specified otherwise. In the event that any defined terms in this Critical Information Summary are not defined herein, it shall have been defined identically as in the Terms and Conditions.

1. SIMBA Fibre Broadband 2.5Gbps

- 1.1. SIMBA is providing you (the "Customer") with access to unlimited home broadband Internet access over the SIMBA Fibre Broadband network for residential use ("Services").
- 1.2. The minimum contract period for our Services is 360 days.
- 1.3. SIMBA Broadband 2.5Gbps is billed on 30-day basis in advance, at \$29.99 per 30 days. Upon registration for SIMBA Broadband, the Customer will be charged the following fees:
 - 1.3.1. \$29.99 for 30-days service in advance as the first billing;
 - 1.3.2. SIMBA shall waive the one-time \$61.04 for NetLink Trust ("NLT") service activation charge (where applicable); and one-time \$50.00 charge for Optical Network Terminal ("ONT").
- 1.4. After registration, the billing cycle will commence 1 day after the date NLT installs and/or activates the FTP at the Customer's premises, and the Customer shall be billed on a rolling 30-Days basis at the end of Day 30 of the current billing cycle:
- 1.5. To facilitate the Customer's broadband connectivity, the Customer will be provided with the following items:
 - 1.5.1. Optical Network Terminal;
 - 1.5.2. Power Adapter;
 - 1.5.3. LAN Cable;
 - 1.5.4. Fibre Patch Cord.
- 1.6. SIMBA shall provide or provision the following on-site services:
 - 1.6.1. NLT for the activation or installation of the Fibre Termination Point ("FTP").
 - 1.6.2. SIMBA and/or its contractors/authorised personnel for the activation or installation of the Services, in the event that such an on-site service is requested by the Customer and the Customer makes the associated payment.
- 1.7. It may be necessary for NLT to activate and/or install the FTP at the Customer's premises before SIMBA's fibre broadband can be installed. In such cases, SIMBA will bill the Customer the installation charges on NLT's behalf according to NLT's bill of costs as stated in Clause 8 of the Terms and Conditions. Any additional services requested by the Customer to NLT will be wholly billable to Customer, and the Customer will not hold SIMBA liable, as third party, for any damages in relation to their engagement with NLT.
- 1.8. SIMBA will charge an (additional) installation fee of \$61.04 if the Customer is not available on the date they have chosen at the time of their registration for their NLT appointment to install/activate their FTP, or the date that they have agreed to for SIMBA to activate/install the

Services. Change of NLT appointment is allowed 3 working days before the confirmed appointment. A \$20 fee applies to reschedule ANY submitted NLT appointment.

- 1.9. The Customer bears the obligation to make sure the NLT or SIMBA Contractor has access to their premises to do the contracted work. SIMBA will not waive the installation fee if there is no one to receive the installers and the installer cannot access their premises on the agreed/appointed time and date. The Customer shall provide SIMBA, its authorised personnel, and contractors safe access to the Customer's premises for the purpose of the 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 SIMBA, its authorised personnel, and contractors such access
- 1.10. The Customer acknowledges that one FTP port and the corresponding ONT can only support one (1) SIMBA Fibre Broadband service. If the Customer has more than one (1) Fibre Broadband subscriptions in the same premise, additional sets of FTP and ONT would be required. In such cases, additional NLT installation charges will be chargeable to the Customer.
- 1.11. SIMBA will require the Customer to collect the ONT from a SIMBA Service Centre. The Customer can collect the ONT within 1 day from the confirmation of their NLT appointment, or when informed by SIMBA that the ONT is available for collection, whichever later.
- 1.12. If the Customer requests:
 - 1.12.1. in the Registration Form, for SIMBA to coordinate its contractor(s) to complete the installation of the Services for the Customer, the Customer will not be required to collect the ONT from a SIMBA Service Centre;
 - 1.12.2. after the Customer submits their Registration Form to SIMBA, for SIMBA to coordinate its contractor(s) to complete the installation of the Services for the Customer, the Customer will still be required to collect the ONT from a SIMBA Service Centre
- 1.13. Where the Customer requests for SIMBA to coordinate its contractor(s) to complete the installation of the Services for the Customer, the Customer shall be liable to pay to SIMBA the fees set out in Clause 8 of these Terms and Conditions before the installation of the Services.

2. Suspension

- 2.1. SIMBA may suspend, or apply a throttle to, the Services if the Customer is in breach of the Terms and Conditions, including but not limited to a failure to make in advance the subsequent billing cycle payment.

Timeline	Action
4 days before subsequent billing cycle	The registered credit card will be charged for subsequent billing cycle
1 st day of new billing cycle	Suspension of Service or application of throttle
24 th day of new billing cycle	Notice of Termination
25 th day of new billing cycle	Termination of Service

- 2.2. Services will be unavailable when suspended, and the Customer can request for a reinstatement of the Services for a fee of \$20.

3. Termination

- 3.1. Termination of the Services (if within the Minimum Contract Period) shall take effect on the date the Customer returns the ONT (including the Fibre Patch Cord and power adaptor) in good working condition to SIMBA. For the avoidance of doubt, the Customer shall remain liable to pay for the Services until the ONT (including the Fibre Patch Cord and power adaptor) is returned to SIMBA.
- 3.2. SIMBA shall have the right to terminate the Services (whether in whole or in part) at any time if SIMBA is prohibited from supplying the Services to the Customer as a result of SIMBA's Service Partner terminating any agreement (through no fault of SIMBA) between SIMBA and its Service Partner. SIMBA is not responsible for and shall not be liable to the Customer for any loss or damage caused by or as a result of such termination. For the purposes of this Clause, "Service Partner" shall mean any third party which can reasonably be considered to be integral to SIMBA's supply of the Services to the Customer, including but not limited to NLT.

4. Conversion of 2.5Gbps Customer(s) to 10Gbps

- 4.1. Every SIMBA 2.5Gbps Customer shall, during the term of their Minimum Contract Period, be given the option to enrol into SIMBA 10Gbps Services PROVIDED ALWAYS that SIMBA 10Gbps Services is already available at the Customer's Service Address; and such enrolment by conversion shall be subject to SIMBA's unilateral discretion to accept the Customer's request or to impose any further requirements prior to such conversion.
- 4.2. In the event that the Customer enrolls into SIMBA 10Gbps Services, SIMBA shall waive the cost of providing the Customer a replacement ONT required for the 10Gbps Services. For avoidance of doubt, SIMBA shall not waive any NLT service activation fees if the Customer relocates their subscription of SIMBA 2.5Gbps Services to a Service Address which only offers SIMBA 10Gbps Services.
- 4.3. The Customer agrees and acknowledges that the Services may be disrupted, with prior notice by SIMBA to the Customer, in the event that the Customer is converted from 2.5Gbps Services to 10Gbps Services.
- 4.4. In the event that the Customer does not agree to convert from their existing 2.5Gbps to SIMBA's 10Gbps Services upon the conclusion of their Minimum Contract Period, the Customer's 2.5Gbps Services shall be terminated and this clause shall represent requisite notice to the Customer vis-à-vis termination.