

TERMS & CONDITIONS FOR SIMBA FIBRE BROADBAND SERVICE ("SIMBA BROADBAND")

SIMBA Residential Broadband - Terms and Conditions ("Terms and Conditions")

1. Overview

- 1.1. These Terms and Conditions, read together with the Customer's Registration Form, the service description, and/or any other agreement entered into between the Customer and SIMBA Telecom Pte Ltd ("SIMBA") as necessary for the provision of the Services, form the terms and conditions of the contract between the Customer and SIMBA. The Customer agrees to use the Services in accordance with the terms and conditions of the contract between the Customer and SIMBA.
- 1.2. These Terms and Conditions apply to the Customer who has subscribed to the applicable SIMBA Fibre Broadband Services, Value-Added Services (where applicable), and related
- 1.3. Promotions (where applicable) ("Services").

2. Definitions

Unless the context otherwise requires, the following words and expressions shall have the following meanings in these Terms and Conditions:-

Affiliates	Shall mean any legal entity that controls, is controlled by or ultimately under common control by SIMBA and in this context, a person 'controls' an organisation if it owns or controls:- <ol style="list-style-type: none">a) More than fifty percent (50%) of the shares or other securities entitled to vote for the selection of directors (or other managing authority) in the organisation;b) More than fifty percent (50%) of the equity interests in the organisation; orc) Is otherwise able to direct or cause the direction of the management and policies of the organisation whether by contract or otherwise.
Business Days	Shall mean all days excluding Saturdays, Sundays, and Public Holidays in Singapore.
Charges	Shall mean charges payable by the Customer to SIMBA, including (where applicable, and not limited to) installation, connection, re-connection, usage, cancellation, administrative, and other related charges payable for the Services, Customer Premise Equipment, and Service Equipment.
Confidential Information	Shall mean all information or data of a confidential or proprietary nature disclosed to or received by the Customer, which is labelled or designed as confidential or proprietary, including but not limited to all ideas, concepts, prototypes, models, technology, know-how, processes, operations or systems information, inventions (whether patentable or not), Intellectual Property and Trade Secrets, relating to the products, services, business or proposed business, customer lists, price lists, price structure, fee quotations for any current and potential project(s) or plan(s), finances, transactions, staff and affairs of SIMBA.
Content	Shall mean all information, text, sound, music, Software, photographs, videos, graphics, data, messages, links or other materials.
Customer	Shall mean any entity which applies or subscribes for or utilises the Services.

Customer Premise Equipment	<p>Shall mean any and all hardware, equipment, facilities, installations, software, data, systems, and other property (including wiring) which from time to time:-</p> <ul style="list-style-type: none">a) Are owned by the Customer or under the control of the Customer;b) The Customer has authority or is in a position to use, install, manage, and otherwise deal with; and/orc) Are provided by the Customer or on behalf of the Customer.
Force Majeure Event	<p>Shall mean an event beyond a Party's reasonable control including but not limited to:-</p> <ul style="list-style-type: none">a) Any strike, lockout or other industrial action, or any shortage of or difficulty in obtaining labour, fuel, raw materials, or components;b) Any destruction, temporary, or permanent breakdown, malfunction or damage of or to any premises, plant, equipment (including computer systems) or materials including but not limited to cable cuts or faults;c) Any action taken by a governmental or public authority of any kind, including but not limited to not granting a consent, exemption, approval or clearance or imposing an embargo, export or import restriction, rationing, quota or other restriction or prohibition;d) Any civil commotion or disorder, riot, invasion, terrorist attack, war, threat of or preparation for war; ore) Any accident, fire or explosion (other than in each case, one caused by a breach of contract by or assistance of the Party concerned), storm, flood, earthquake, subsidence, epidemic, pandemic outbreak, catastrophes, or other natural physical disaster.
Government Agency	<p>Shall mean any department, office or minister of any government and any governmental, quasi-governmental, administrative, fiscal, judicial or quasi-judicial agency, authority, commission, statutory board, regulatory body, courts, tribunal or entity.</p>
Intellectual Property	<p>Shall mean any and all trademarks, service marks, trade and service names, registrable business names, patents, utility rights, inventions, copyright, including copyright in computer programs, registered design rights, unregistered design rights, industrial designs, trade secrets, know-how, confidential information, moral rights, all accrued rights of action and all other intellectual property rights and rights of a similar character or having similar or equivalent effect to any of them which may subsist in any part of the world.</p>
Registration Form	<p>Shall mean the registration form made available by SIMBA either in an online platform or in physical copy, which shall be completed by the Customer in connection with the Services.</p>
Services	<p>Shall mean telecommunications services, any other services (including, where applicable, the cabling, construction and connection service in order for the Customer to access the Services), products or applications which SIMBA provides to the Customer including any value-added services. Such Services shall be set out in the Registration Form and/or the Terms and Conditions (where applicable) and provided by SIMBA to the Customer in accordance with these terms and conditions.</p>
Service Address	<p>Shall mean the address of the premises at which the Customer has indicated in the Registration Form for SIMBA to provide the Services at.</p>

Service Equipment	Shall mean any equipment provided, sold, leased, or rented by SIMBA in connection with the Services that is not Customer Premise Equipment.
Service Term	Shall mean the term (including the initial term and any extension or option term) for the ordered Services, which shall commence on the Service Activation Date.
Software	Shall mean any software programmes provided to the Customer as part of or through the Service Equipment or Services, or which allows the Customer to access or use the Services, including any software upgrades or updates.
Taxes	Shall mean any present or future income tax, withholding tax, value added tax, goods and services tax ("GST"), business tax, sales tax, turnover tax, excise tax, tariff, levies, impost, deduction, charge, duties and any other similar liabilities that are imposed on any amount payable under these Terms and Conditions, including any penalty interest and other additions to such liabilities imposed by any taxing authority in any jurisdiction.
Value-Added Service	Shall mean the value-added service provisioned in conjunction with the Services.
Working Day	Shall mean Monday to Friday, excluding Saturdays, Sundays and public holidays, in Singapore.

- 2.1. The headings are for convenience only and shall not be taken into account in the construction or interpretation of any of the provisions in these Terms and Conditions;
- 2.2. Words importing the singular include the plural and vice versa;
- 2.3. Words which are gender neutral or gender specific include each gender;
- 2.4. An expression importing a neutral person includes a company, partnership, joint venture, association, corporation or other body corporate and a Government Agency;
- 2.5. A reference to any "Clause", "Sub-Clause", or "Schedule" is a reference to a Clause, Sub-Clause, and Schedule to these Terms and Conditions;
- 2.6. A reference to a party to a document includes that party's successors and permitted assigns;
- 2.7. A reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law judgment, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that law as amended, consolidated or replaced;
- 2.8. A reference to a document includes all amendments or supplements to that document, or replacements or novation of it;
- 2.9. A reference to an agreement, other than these Terms and Conditions, includes an undertaking, agreement or legally enforceable arrangement or undertaking whether or not in writing; and
- 2.10. Where the day on or by which something must be done is not a Working Day, that thing must be done on or by the following Working Day.

3. Application Eligibility

- 3.1. In order to subscribe to the Services, the Customer must comply with the eligibility requirements set out below:
 - 3.1.1. 18 years of age;
 - 3.1.2. Has the legal capacity to enter into this contract
 - 3.1.3. Has Singpass to perform the registration
- 3.2. The Customer warrants that the information provided to SIMBA is true and correct in all material respects and acknowledges that SIMBA will rely on the provided information.
- 3.3. The Customer agrees that, if they had provided incorrect information in the Registration Form, whether wilfully, carelessly and/or negligently, which is then relied upon, the Customer will be liable for to indemnify SIMBA for any damages, losses or expenses suffered.
- 3.4. An application for Services may be refused by SIMBA in the following circumstances:
 - 3.4.1. Where there is a technical limitation to SIMBA's ability to provide the Customer the Services, including where there are network capacity constraints;
 - 3.4.2. Where the Customer have not completed an application process correctly or have been unwilling to provide SIMBA with a document or information that SIMBA had required from the Customer;

4. Services

- 4.1. The Services are provided to the Customer on an 'as is' and 'as available' basis in accordance with these Terms and Conditions.
- 4.2. The Services are provided to the Customer:-
 - 4.2.1. At the Customer's residential Service Address as set out in the Registration Form; and
 - 4.2.2. For residential use only unless SIMBA'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 these Terms and Conditions.
 - 4.2.3. Subject to eligibility in clause 3 of these 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 SIMBA's reasonable control, including but not limited to:-
 - 4.3.1. Overall network traffic conditions;
 - 4.3.2. Performance, inherent system limitations, and configuration of the Customer's computer and/or computing device or Customer Premise Equipment (including but not limited to any wireless devices) connected to the SIMBA Network;
 - 4.3.3. 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, walkways, reflective surfaces), compatibility of WiFi standards between devices, encryption standards, interference of other electronic devices and/or congested wireless channels;

- 4.3.4. Any applications, equipment (including Service Equipment), modem, router, devices, hardware, software, or networks used by the Customer;
 - 4.3.5. Type of data accessed, whether cached or non-cached data;
 - 4.3.6. Location and configuration of the accessed server; or
 - 4.3.7. 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 SIMBA.
- 4.4. The Customer further acknowledges that SIMBA does not warrant or provide any guarantees on the data transfer speed or any other aspect of the Services. SIMBA hereby excludes all warranties, whether express or implied by law, regarding the use of the Services (including but not limited to the accessibility, reliability or accuracy of the Services) and the performance and/or condition of the SIMBA Network.
- 4.5. The Customer may relocate the Services, subject to SIMBA's written approval. The Customer acknowledges and agrees to pay the applicable Relocation Fees for the relocation of the Services. The Customer acknowledges that relocation of the Services will only be possible if the relocated Service Address is located in a geographical area where SIMBA provides the identical Services that the Customer had registered for in their Registration Form.

5. Installation of Fibre Termination Point and Services

- 5.1. SIMBA shall provide or provision the following on-site services:
- 5.1.1. NetLink Trust ("NLT") for the activation and/or installation of the Fibre Termination Point ("FTP");
 - 5.1.2. 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.
- 5.2. 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 these Terms and Conditions, unless otherwise stated in the Critical Information Summary. 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.
- 5.3. In the event the Customer experiences and/or encounters issues or otherwise requires NLT to install the FTP, the Customer shall provide NLT safe access to the Customer's premises for the purpose of these 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. SIMBA will not be responsible for any delay in the delivery of the Services as a result of the said issues at all times.
- 5.4. In the event that NLT is required under this Clause 5 to install the FTP at the Customer's premises for the purpose of these Terms and Conditions, the Customer agrees and acknowledges that:

- 5.4.1. The location of the FTP is known to the Customer and the Customer shall provide access to the location of the FTP;
 - 5.4.2. The location of the FTP is readily accessible for NLT to install the FTP without the need of any unreasonable manual labour by NLT to access and/or install the FTP;
 - 5.4.3. The FTP must not be tampered with and/or otherwise in a state of disrepair that would require NLT to conduct any TP Relocation, Repair and Replacement, or Removal ("TP RRR") service whatsoever. In the event that NLT is required to conduct TP RRR for the Customer, the Customer agrees to be wholly liable for any costs associated with NLT's TP RRR.
- 5.5. For the provision of the Services, the Customer must schedule an onsite visit with SIMBA for NLT to activate the FTP at the Customer's premises.
- 5.6. SIMBA may impose additional charges:
- 5.6.1. If the Customer fails to schedule the follow-up onsite visit within thirty (30) days of the FTP activation date, including postponements; and
 - 5.6.2. If the Customer cancels or fails to be present for the onsite visit with either NLT or SIMBA after the Customer confirms the same.
 - 5.6.3. If the Customer requires SIMBA's contractor(s) to complete the installation of the Services for the Customer. During the onsite installation by SIMBA, SIMBA is not obliged to render any services apart from the installation of the Service Equipment in a properly licensed computer environment, and SIMBA 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
- 5.7. If the Customer cancels the Services after NLT 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.
- 5.8. The Customer shall provide SIMBA, its authorised personnel, and contractor(s) safe access to the Customer's premises for the purpose of these 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.
- 5.9. For avoidance of doubt, the Customer agrees and acknowledges to the charges framework in Clause 8 of these Terms and Conditions, and expressly agrees and acknowledges that the billing cycle of the Services shall begin, irrevocably, 1 day after the first onsite visit by NLT to activate the FTP at the Customer's Premises. In the event that the Customer's FTP is fully occupied, or otherwise cannot be activated for SIMBA's fibre broadband Services, for any reason that the Customer should have known, ought to have known, or otherwise was in control to know, the Customer acknowledges that the billing cycle shall still begin 1 day after the first onsite visit by NLT to activate the FTP at the Customer's Premises.
- 5.10. A successful installation of the Services under this Clause 5 shall mean the availability of Internet access via the router.

6. Equipment

- 6.1. To facilitate the Customer's broadband connectivity, SIMBA will provide the Customer with:
 - 6.1.1. Optical Network Terminal ("ONT");
 - 6.1.2. Power Adapter;
 - 6.1.3. LAN Cable;
 - 6.1.4. Fibre Patch Cord.
- 6.2. 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.
- 6.3. If the Customer requests:
 - 6.3.1. 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.
 - 6.3.2. 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.
- 6.4. 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.
- 6.5. SIMBA will not require the Customer to return the ONT to us upon termination of the Services¹.
- 6.6. Where available, the Customer can purchase routers that is a supported model of SIMBA's ONT/Service Equipment from SIMBA. If the Customer purchases a router from SIMBA, SIMBA will install it free of charge on a best effort basis. This Clause 6.3 is not applicable in the event that the Customer purchases routers from SIMBA's contractors.
- 6.7. SIMBA shall not be responsible for any router(s) purchased from SIMBA, and the Customer will have to contact the relevant manufacturer through the contact details informed to the Customer by the manufacturer of the router(s). The Customer acknowledges that SIMBA does not warrant the Service Equipment and/or router purchased from SIMBA to be error free, and agree to exclude SIMBA from whatsoever disruption to the Services, damages and/or liabilities that arise from or due to the Service Equipment and/or router purchased from SIMBA.
- 6.8. In the event that the Fibre Patch Cord provided to the Customer is damaged, faulty, or otherwise not in working condition, the Customer is at liberty to obtain a free 1-for-1 replacement at any applicable SIMBA Service Centre within the Minimum Contract Period. For avoidance of doubt, SIMBA shall always retain the discretion to refuse to replace the Customer's Fibre Patch Cord; and the Customer will not be provided a replacement unless it provides to SIMBA the Fibre Patch Cord that requires replacing.
- 6.9. In the event that the ONT provided to the Customer is damaged, faulty, or otherwise not in working condition, the Customer is at liberty to obtain a free 1-for-1 replacement at any

¹ Subject to these Terms and conditions that may apply otherwise

applicable SIMBA Service Centre within the Minimum Contract Period, unless SIMBA deems, in its sole discretion, that the ONT is not in a working condition due to, in part or in whole, the wilful conduct or negligence of the Customer. For avoidance of doubt, SIMBA shall always retain the discretion to refuse to replace the Customer's ONT; and the Customer will not be provided a replacement unless it provides to SIMBA the ONT that requires replacing

7. Term

- 7.1. The Services shall commence when the Customer's Registration Form is accepted and scheduled for activation/installation by NLT, and shall have a minimum contract period of 360 days from the Service Activation Date ("Minimum Contract Period"), unless terminated in accordance with the Terms and Conditions herein. For the purposes of these Terms and Conditions, the Service Activation Date shall be 1 day after the installation of the FTP by NLT.
- 7.2. The Minimum Contract Period is the minimum fixed period which the Customer must acquire the Services.
- 7.3. If, during the Minimum Contract Period, the Customer cancels the Services or is in breach of these Terms and Conditions which resulted in a termination of the Services, the Customer will be liable to pay an early termination charge which is either set out in the plan brochure or in the service description.
- 7.4. Once the Minimum Contract Period expires, the Services will continue to renew automatically, and the Customer will continue to be charged for the Services on a 30-day billing cycle, until such time as either Party cancels the Services by giving at least 35 days' notice prior to the subsequent billing cycle, or where the Services are terminated in accordance with these Terms and Conditions.

8. Charges and Payment

- 8.1. In addition to the provisions set forth in the Terms and Conditions, the Customer shall pay to SIMBA the following Charges in accordance with this Clause 8:-
 - 8.1.1. The Charges for the Services as set out in the Registration Form (if any);
 - 8.1.2. 30-Day's service in advance as the first billing, as set out in the Critical Information Summary;

The amount for the Charges set out above are specified in the Critical Information Summary of the respective payment plans.

- 8.2. The following charges to the Customer, to be payable by the Customer to SIMBA, where applicable.

SIMBA Home Broadband Charges	Amount with GST S\$
One-Time Charges	
NLT Service Activation	61.04
2.5Gbps ONT device with self-install	50.00
10Gbps ONT device with self-install	118.00
Admin Fee	20.00
Modification Charges	

Change of service address (before NLT appointment)	20.00
Change of service address (after service activation)	82.00
Transfer of ownership within same service address	20.00
Reschedule of NLT appointment (3 working days before the confirmed appointment)	20.00
Reschedule of NLT appointment (due to missed appointment)	61.04
Additional scheduling of NLT appointment (due to Customer's wilful action, omission, negligence, or otherwise fault - as determined by SIMBA)	61.04
Service Cancellation	
Before submission of NLT appointment	Refund 9.99
After submission of NLT appointment	Charge 410.93
Before submission of NLT appointment with ONT Installation	Refund 48.99
After submission of NLT appointment with ONT Installation	Charge 371.93
Other Charges	
Service reconnection after suspension	20.00 + Subscription fee due
Replacement of Fibre Patch Cord	6.00
Replacement of LAN Cable	6.00
Replacement of 2.5Gbps ONT with power adapter	50.00
Replacement of 10Gbps ONT with power adapter	118
Technician on-site visit (maintenance, faulty checks, additional installation)	50.00
NLT joint investigation or onsite visit resulting in 'No Fault Found' Trouble Ticket (due to Customer's wilful action, omission, negligence, or otherwise fault - as determined by SIMBA)	69.76
Contractor ONT Installation Fees	
If the Customer requested for Contractor Installation before submission of Registration Form (Clause 6.3.1)	39.00
If the Customer requested for Contractor Installation after submission of Registration Form (Clause 6.3.2)	50.00

- 8.3. It may be necessary for NLT to install the FTP at the Customer's premises before SIMBA's fibre broadband can be installed. In such cases, SIMBA may bill the Customer the installation charges on NLT's behalf according to NLT's bill of costs as stated in Schedule 15 of the NLT's Interconnection Offer, and reproduced below in this Clause 8.3, at SIMBA's sole discretion. Any additional services requested by the Customer to NLT will be strictly and wholly billable to the Customer. The Customer acknowledges that SIMBA will not be liable, as third party, for any damages in relation to the Customer's engagement with NLT. Should SIMBA be held liable to NLT or any third party for the cost of any additional services requested by the Customer or occasioned as a result of the Customer, SIMBA shall be at

liberty to charge the same cost, and the Customer shall be liable to SIMBA, at a 15% increment on the cost (if any).

NLT Installation	Nett Charges (S\$) wef 1 Apr 2024
NLT Fibre Termination Point installation fee (includes first 40 meters of optical fibre)	187.48 (high-rise)
NLT Fibre Termination Point installation fee (includes first 60 meters of optical fibre)	343.35 (landed)
NLT Service Activation Charge	61.04 per port activation
Internal Cabling Charge for every subsequent five (5) meters	1.09
NLT Relocation, Repair and Replacement, and Removal	Nett Charges (S\$) wef 1 Apr 2024
NLT Fibre Termination Point installation fee (includes first 40 meters of optical fibre)	189.66 (high-rise)
NLT Fibre Termination Point installation fee (includes first 60 meters of optical fibre)	346.62 (landed)
NLT Cabling Charge per five (5) metres, where applicable	1.09

- 8.4. All Charges payable to SIMBA are exclusive of any Taxes unless stated otherwise. All such Taxes arising out of or in connection with these Terms and Conditions shall be borne by the Customer.
- 8.5. 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. The Customer shall be charged for each new cycle on Day 26 of the preceding cycle. SIMBA shall retain the sole discretion to vary and/or determine the interval of the billing cycle without further notice to the Customer.
- 8.6. Any refund of monies paid in accordance with Clause 8.2 above will be processed using the same method through which the payment of monies was initially made, unless otherwise mutually agreed upon in writing by both parties.
- 8.7. Where applicable, any monies previously paid by the Customer as security deposit (or otherwise) shall be automatically applied by SIMBA towards Charges for any billing cycle that the Customer has not paid. The Customer will not be required to replenish the security deposit.
- 8.8. In the event that the cost of any of NLT's services, as provided in clause 8 of this Terms and Conditions, are changed, altered, or differed in a revised NLT Interconnection Offer (specifically Schedule 13), SIMBA reserves the right to adopt the revised charges on a fully discretionary basis without prior notice to the Customer.

9. Suspension

- 9.1. SIMBA may suspend, or apply a throttle to, the Services if the Customer is in breach of these 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

- 9.2. Services will be unavailable when suspended, and the Customer can request for a reinstatement of the Services for a fee of \$20.
- 9.3. Subject to SIMBA's approval, after the completion of the Minimum Contract Period to SIMBA Broadband, the Customer may suspend the Services for a period up to six (6) Months. For Customer-initiated suspensions, the following provisions shall apply:-
- 9.3.1. One-time charge of \$20.00;
 - 9.3.2. Monthly fee of \$15.00.
- 9.4. For avoidance of doubt, the Customer may not request for a suspension of the Services during the Minimum Contract Period of their subscription to SIMBA Broadband.
- 9.5. If the Customer is in arrears to SIMBA for any charges, including but not limited to the charges stated in Clause 8 of these Terms and Conditions, SIMBA may suspend, or apply a throttle to, the Services in the event that the Customer does not make full payment of the charges within seven (7) days of such invoice/demand. Failure to comply with this provision shall be considered a material breach.
- 9.6. The application of a throttle to the Services shall reduce the maximum speed of the Services available to the Customer to 256Kbps.

10. Termination

- 10.1. SIMBA may immediately terminate the Services by way of written notice to the Customer immediately if:-
- 10.1.1. the Customer is in breach of these Terms and Conditions;
 - 10.1.2. the Customer is using the Services in contravention of any applicable law, license, code, regulation, and/or direction; or
 - 10.1.3. if SIMBA subsequently decides to discontinue the operation and provisioning of the Services.
 - 10.1.4. the Customer provided incorrect, false, or incomplete information to SIMBA;
 - 10.1.5. the Customer becomes or threatens to become bankrupt or insolvent;
 - 10.1.6. the Customer has not paid in full their subsequent billing cycle payment in advance by day 25 of the suspension or throttling period, as stated in the table in Clause 9.1 above.
 - 10.1.7. in SIMBA's reasonable opinion, the Customer is using the Services in contravention of any applicable law, license, code, regulation, and/or direction. In such an event, SIMBA may refer this to the relevant authorities and comply with directions or guidelines issued by them without notice to the Customer;
 - 10.1.8. the Customer acts illegally or negligently at any time or acts in such a way that SIMBA, in its reasonable opinion, believes that it is likely to harm or negatively affect SIMBA's reputation;

- 10.1.9. use of the Services causes or is likely to cause physical or technical harm to any telecommunications network, system, or services (whether belonging to SIMBA or any other person) including but not limited to causing damage, interfering with, or causing deterioration in the operation of the SIMBA network;
or
- 10.1.10. The requirements of the relevant Government Authority results in SIMBA having to stop providing any of the Services or to provide any of the Services in a manner which is unacceptable to us.
- 10.2. The Customer may provide thirty (30) days prior notice to SIMBA if the Customer wishes to terminate the Services.
- 10.3. Where the Services is terminated, the Customer shall be liable to pay SIMBA any outstanding Charges and early termination charges for the remainder of the Service Term/ Minimum Contract Period (if applicable) in accordance with these Terms and Conditions governing the agreement between the Customer and SIMBA, including any charges waived by SIMBA as a result of a promotion or an exercise of SIMBA's discretion or for any other reason whatsoever.
- 10.4. Termination of the Services (if within the Minimum Contract Period) shall take effect on the date the Customer returns the ONT (including the patch cable 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 patch cable and power adaptor) is returned to SIMBA.
- 10.5. 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.
- 10.6. For the avoidance of doubt, the Customer shall remain liable to pay for the Services until the aforesaid requirements are fulfilled.
- 10.6.1. The Customer shall be liable to pay SIMBA the following:-
- a) All the Charges up to and including the date of such termination;
 - b) Any early termination charges for the remainder of the Service Term/Minimum Contract Period if the Customer terminates the Services before the expiry of the Service Term/Minimum Contract Period or if SIMBA terminates the Services in accordance with Clause 10.1 of these Terms and Conditions; and
 - c) Any documented Third-Party Charges or expenses incurred by SIMBA in respect of the terminated Service;
- 10.6.2. Unless otherwise stated, all Value-Added Services provided with the Services shall similarly be terminated and any applicable early termination charges shall apply;

- 10.6.3. The Customer must discontinue the use of the Services and return all Service Equipment belonging to SIMBA within seven (7) days of the expiry or termination of the Services. Should the Customer fail to return the Service Equipment within the aforesaid period, the Customer shall become liable to SIMBA for the replacement cost of the unreturned Service Equipment; and
- 10.6.4. In the event that the Customer fails to discontinue the use of the Services upon expiry or termination of the Services, SIMBA shall disconnect the Services and the Customer shall pay any reasonable costs associated with the disconnection.
- 10.7. The Customer acknowledges and agrees that the liquidated damages payable under these Terms and Conditions for early termination are genuine pre-estimates of losses likely to be incurred by SIMBA and are not penalties.
- 10.8. The Customer acknowledges and agrees that, save for the provisions in Clause 8.2 regarding refunds, any monies paid for the Services shall be non-refundable, including but not limited to the Charges and any and all administration, registration and set-up fees.
- 10.9. Any exercise by SIMBA of its rights under this Clause 10 of these Terms and Conditions is without prejudice to any other rights and remedies available to SIMBA under these Terms and Conditions or otherwise.

11. Fair Usage Policy ("FUP")

- 11.1. The Customer's subscription and/or use of the Services constitutes their acceptance to the FUP in this Clause 11 herein. The Customer's continued subscription to or use of the Services, whether such use is by the Customer personally or by any person the Customer allow or permit to use the Service (each an "end-user"), constitutes the Customer's acceptance of any revisions or updates to this FUP as SIMBA may make and publish from time to time.
- 11.2. The Customer shall be responsible and remain liable for all use of the Services subscribed by them, including use by any end-user, whether or not such use by an end-user is with the Customer's knowledge or consent.
- 11.3. The Customer agrees that the Services shall be used in an ethical, legal, appropriate and responsible manner. The Customer acknowledges that other SIMBA customers have a right to expect their privacy to be upheld and respected, and that they will be able to use the Service without interference or interruption by any other Customer or end-user.
- 11.4. The Customer agrees not to, and to procure that any other end-user of the Services subscribed by the customer will not, directly or indirectly, with the knowledge and/or consent of the Customer or otherwise:
 - 11.4.1. In using the Services, violate the rules, regulations and policies (including but not limited to this or any other acceptable use policy) applicable to any mobile operator, service(s) provider, content provider, network, server, computer database, web site or newsgroup accessed by the Customer or any end-user;
 - 11.4.2. Use the Services to:
 - 11.4.2.1. send, or facilitate the sending of, unsolicited material ("Spam") to any person or system in a way that could be expected to adversely impact any network or facilities; or
 - 11.4.2.2. propagate or knowingly reply to Spam; or

- 11.4.2.3. collect responses from Spam (whether or not such Spam is sent using the Services);
 - 11.4.3. Use the Services to post a message or multiple messages:
 - 11.4.3.1. to an unreasonable number of servers, or forums on a server; or
 - 11.4.3.2. to any server in an unreasonable number; or
 - 11.4.3.3. to any server after a request to cease posting is made by any administrator or moderator or such person in charge of reviewing postings;
 - 11.4.4. Abuse the Services, or in the Customer's use of the Services violate any other person's rights, or interfere with another person's use of the Services, including, without limitation, by engaging in activities that result in, encourage or facilitate the distribution of viruses, worms, time bombs, Trojan horses, cancelbots, sniffer, or other code(s) that are designed to acquire information about other users or their activities without their approval, or in the Customer's use of the Services disrupt the functionality or availability of any computer program, database, the Services supplied to any other Customer, or any Internet host, or engage in any other similar activities in relation to the Services;
 - 11.4.5. Use the Services to infringe the privacy of another person;
 - 11.4.6. Use the Services to publish or communicate material that is obscene, pornographic, inflammatory, harassing, threatening, tortious, abusive, harmful to minors, defamatory, libelous or otherwise objectionable or offensive;
 - 11.4.7. Use the Services to break, or attempt to break, into any computer hardware, software, system or procedure, or to access or attempt to access any computer hardware, software, system or procedure without authorisation;
 - 11.4.8. In using the Services, forge, remove or modify identifying network header information ("spoofing"), or employ any other method that may mislead any person or dishonestly disguise any user name or the source or quantity of transmissions;
 - 11.4.9. Use the Services to use or store any bots on any SIMBA's servers, or to overload SIMBA's servers through load-testing and/or unreasonable use of the Services;
 - 11.4.10. Use the Services to relay material through any third-party systems without authorisation;
 - 11.4.11. Use the Services to carry out any other activities which we consider to be actually or potentially injurious to our other Customers, or to the operations or reputation of SIMBA;
 - 11.4.12. In the Customer's use of the Services, infringe any patent, trademark or copyright or any other intellectual property right of any third party or SIMBA.
- 11.5. The Customer must immediately notify us of any unauthorised use of the Customer's Services account, and/or any breach, or attempted breach, of the Customer's Services account security, as soon as this is known to or suspected by the Customer. The Customer shall keep strictly confidential any authorization/access code or password issued to, or created by, the Customer or any end-user in connection with the Services, and shall immediately inform us if the Customer have any reason to believe any such code or

password has become known to someone not authorized to use it, or if any such code or password is likely to be used in an unauthorized manner.

- 11.6. To the extent permitted by any prevailing laws, we do not assume responsibility for any materials that the Customer, any other Customer, or any other person, publish or post using the Services, and we disclaim all responsibility for any such content, posting or activity, whether on any SIMBA servers or otherwise. We are not responsible for the content of any third party website linked to or accessed using the Services, or for the Services rendered by any Customer or end-user using the Services, and the Customer agree not to hold us responsible for such content.
- 11.7. We may, in our sole discretion, determine on a case-by-case basis what action will be taken in response to any actual, suspected or alleged violation of this FUP. We reserve the right to:
 - 11.7.1. investigate any actual, suspected or alleged violation of this FUP, including by gathering information from the Customer, any end-user (and the Customer agree to procure the assistance of any such end-user) and the complaining party, and to examine any material posted on or transmitted via any SIMBA servers; or
 - 11.7.2. with or without notice, remove or refuse to post material that we consider is or may be in violation of this FUP; or
 - 11.7.3. suspend or terminate the Services.
- 11.8. Nothing contained in this FUP shall be construed to limit our actions or remedies in any manner. We may take any and all additional actions we may deem appropriate with respect to any violation of this FUP, which may include (without limitation) the recovery from the Customer for all costs and expenses incurred in identifying offenders and prohibiting them from using the Services, or levying cancellation charges on the Customer if we terminate the Services for any actual, suspected or alleged breach of this FUP. We reserve at all times all rights and remedies available to us under contract, at law or in equity.

12. Notice

- 12.1. Unless otherwise agreed, all notices, demands, requests, and other communications made (collectively the "Notices") shall be in writing and in the English Language. Notices shall be sent or delivered to the Customer's registered address as set out in the SAF or SIMBA's registered address or any other address the intended recipient shall notify the sender in writing.
- 12.2. Notices will be deemed received:-
 - 12.2.1. By hand or courier: on the date of receipt as evidenced by a receipt of delivery from the recipient;
 - 12.2.2. By mail: seven (7) days after the date of mailing; and
 - 12.2.3. By email: upon the generation of a receipt notice by the recipient's server, or if such notice is not so generated, upon delivery to the recipient.
- 12.3. This Clause 11 does not apply in relation to the service of any originating process, court order or judgment or other document relating to or in connection with any proceedings, suit, or action arising out of or in connection with these Terms and Conditions.

13. Indemnity and Liability

- 13.1. The Customer shall indemnify SIMBA against all claims, damage, loss, or other liabilities made against or suffered by SIMBA relating to the Customer's use of the Services or arising from the Customer's breach, negligence, or omission, including but not limited to claims for damages, defamation, infringement of intellectual property rights, death, bodily injury, property damage, or otherwise.
- 13.2. The Services are provided on an 'as is' and 'as available' basis and the Customer agrees and accepts that the use of the Services or any information obtained thereunder is at the Customer's sole risk. SIMBA expressly disclaims all warranties of any kind, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose and non-infringement to the fullest extent under applicable law. No advice or information whether oral or written, obtained by the Customer from SIMBA or through the Services will create any warranty not expressly made in these Terms and Conditions.
- 13.3. Without prejudice to Clause 13.2 above, SIMBA makes no warranty to the following:-
 - 13.3.1. The Services, the Software, any Service Equipment, or SIMBA's operation, maintenance and protection of the Network will not cause any harm to the Customer's equipment, software, systems or Content;
 - 13.3.2. The accuracy, reliability or quality of any Content obtained through the Services or that defects in any Software will be corrected; and
 - 13.3.3. The Services and access to them are error free and uninterrupted or available at all times.
- 13.4. Except for death and personal injury caused by SIMBA's negligence, SIMBA expressly excludes all other liability it may have to the Customer, including in contract, tort, negligence, misrepresentation, strict liability or statute. This exclusion applies for SIMBA's benefit and that of any other service provider whose network is connected to SIMBA's network, all companies, directly or indirectly owned, wholly or partly owned or controlled by SIMBA or any such service provider, and all officers, employees, contractors, and agents or anyone else to whom SIMBA or these parties are responsible and whether it relates to anything caused by or resulting from anything SIMBA does or does not do or delays in doing, whether or not it is contemplated or authorised by any agreement the Customer has with SIMBA. As a general policy, SIMBA does not recommend, and disclaims any liability arising from, the use of the Services in life support applications where failure or malfunction of the Services can be reasonably expected to cause failure of the life support device or to significantly affect its safety or effectiveness; and SIMBA does not recommend, and disclaims any liability arising from, the use of any of its products in direct patient care.
- 13.5. SIMBA is not responsible for and does not endorse any Third-Party content, information, services, or products which the Customer or any other party may access, use, or acquire through the Services. SIMBA is not responsible for and shall not be liable to the Customer or any other party for any loss or damage caused by or as a result of such Third-Party content, services, or products whether access through or used with the Services.
- 13.6. Under no circumstances will SIMBA be liable to the Customer for any special, incidental, indirect, consequential, or punitive damages, losses, costs, or expenses; and for any lost profits, revenue, business, or anticipated savings.
- 13.7. If SIMBA cannot for any reason, rely on the exclusion of liability set out above, then SIMBA's total liability (including any liability for the acts and omissions of SIMBA's employees, agents, or sub-contractors) to the Customer in tort, contract, or otherwise, arising out of or in

connection with the performance or contemplated performance or non-performance of any obligations or services under these Terms and Conditions shall not exceed the total Charges paid over the immediately preceding period of twelve (12) months by the Customer to SIMBA under these Terms and Conditions.

14. Confidential Information

- 14.1. The Customer shall not use (other than for the purpose of utilising the Services) or disclose any Confidential Information relating to SIMBA or any Services which are acquired from or provided by SIMBA and/or any contractor of SIMBA in connection with or in the course of the provision of any Services, other than information which is or has become publicly available otherwise than through a breach of any obligation of the Customer.
- 14.2. The Customer agrees not to (i) share any Confidential Information with any other person or entity; and/or (ii) use any Confidential Information for any purpose. The Customer will also protect any Confidential Information they have or receive with care and will not copy any of it. If asked, the Customer will return any Confidential Information they have to SIMBA upon request. Nothing in these Terms and Conditions is intended to grant any license or rights to the Customer under any patent, copyright, trade secret or other proprietary or intellectual property right of SIMBA. All Confidential Information is provided "as is" without any warranties (express, implied or otherwise).

15. Data Protection

- 15.1. SIMBA shall, in its collection, processing, disclosure or other use ("Use") of any information and data which can be related to the Customer ("Personal Data"), for any purpose arising out of or in connection with these Terms and Conditions, adhere to the requirements of the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore).
- 15.2. By using the Services, the Customer hereby consents to SIMBA using the Customer's Personal Data for the purposes set out in SIMBA's Data Protection Notice, which may be accessed on SIMBA's website. In the event that the Customer wishes to withdraw consent under this Clause 15, the Customer may contact SIMBA's Data Protection Officer at dpo@SIMBA.sg

16. Intellectual Property

- 16.1. The Customer acknowledges and agrees that SIMBA or its licensors are the owners of the Intellectual Property (where applicable) and the goodwill associated therewith and agrees to comply with all instructions of SIMBA regarding usage of such Intellectual Property. Nothing in these Terms and Conditions shall give the Customer any rights in SIMBA's Intellectual Property and the Customer acknowledges that they will not, and does not, acquire any rights in respect thereof.
- 16.2. The Customer shall promptly and fully notify SIMBA of any actual, threatened, or suspected infringement of any of SIMBA's Intellectual Property which comes to the Customer's attention.
- 16.3. The Customer shall not directly or indirectly do, or authorise any Third Party to do, any act which might infringe, invalidate, or be inconsistent with SIMBA's Intellectual Property rights.

17. Network Security

- 17.1. The Customer represents, warrants, and undertakes to ensure that the software, data, information, and/or content stored on or held in the Customer Premise Equipment or used in conjunction with its use of the Services:-

- 17.1.1. Does not infringe any Third-Party Intellectual Property rights;
 - 17.1.2. Is not defamatory, libellous, threatening, obscene, pornographic, indecent or otherwise illegal under any applicable law; and
 - 17.1.3. Does not contain any undesirable content and shall promptly take steps to remove any such content from the Customer Premise Equipment upon becoming aware of the same or being notified of the same by SIMBA.
- 17.2. The Customer acknowledges and agrees that it will be solely responsible for the software, data, information, and content stored on or held in the Customer Premise Equipment or used in conjunction with its use of the Services and will be solely responsible for instituting and maintaining security procedures and back-up procedures to ensure the integrity and security of the software, data, information, and/or content stored on or held in the Customer Premise Equipment, or used in conjunction with its use of the Services. SIMBA shall not be liable for unauthorised access to the Customer's network or other breaches of the Customer's network security.

18. Force Majeure

If SIMBA cannot fulfil its obligations under these Terms and Conditions due to a Force Majeure Event, SIMBA shall not be liable to the Customer for such delay or failure in the performance of its obligations. SIMBA shall use all reasonable endeavours to mitigate any delay or interruption to the performance of these Terms and Conditions.

19. Waiver

Failure or neglect by SIMBA to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of SIMBA's rights hereunder nor in any way affect the validity of the whole or any part of these Terms and Conditions nor prejudice SIMBA's rights to take subsequent action.

20. Assignment

- 20.1. The Customer shall not assign, charge, or transfer its rights and/or obligations under these Terms and Conditions without the prior written consent of SIMBA. SIMBA may assign or transfer its rights, interest, benefits, and/or obligations under or in connection with these Terms and Conditions without the consent of the Customer.
- 20.2. A transfer or assignment of these Terms and Conditions shall include a sale of all or substantially all of the assets of the Customer or a change in control of the Customer.
- 20.3. The Terms and Conditions, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors and assigns. Any assignment in breach of this Clause 19 shall be null and void and of no legal force or effect.

21. Entire Agreement and Variation

- 21.1. These Terms and Conditions constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all provisions, contracts, arrangements, representations (other than fraudulent misrepresentations) or understandings between the Parties whether written, arising from custom or oral.
- 21.2. These Terms and Conditions may be varied or amended by SIMBA 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 Terms and Conditions on the SIMBA 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 SIMBA, shall be deemed to have agreed to be bound by these Terms and Conditions as so varied or amended. No consent, assent, approval, or agreement from any Third Party shall be necessary for such amendment.

- 21.3. Each and every provision of these Terms and Conditions shall be construed as though both parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as *contra proferentem*, shall not be applicable to these Terms and Conditions.

22. Severance

In the event that any of these terms, conditions, or provisions, shall be determined by any court, tribunal, or administrative body of competent jurisdiction to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision shall to the extent be severed from the remaining terms, conditions, and provisions, which shall continue to be valid to the fullest extent permitted by law.

23. Third Parties

Save for SIMBA's Affiliates, no person who is not a party under these Terms and Conditions has any rights under the Contracts (Right of Third Parties) Act (Cap. 53B) of Singapore to enforce any term under these Terms and Conditions.

24. Governing Law and Dispute Resolution

- 24.1. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose and the Parties agree to submit to the exclusive jurisdiction of the Singapore courts
- 24.2. The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to these Terms and Conditions or any breach of it.
- 24.3. All negotiations connected with the dispute will be conducted in complete confidence and the Parties undertake not to divulge details of such negotiations except to their professional advisors who will also be subject to such confidentiality and such negotiations shall be without prejudice to the rights of the Parties in any future proceedings.
- 24.4. In the event any such dispute is unresolved, all disputes, controversies, or differences arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity, or termination, shall be resolved in the following manner resolved either by reference to arbitration or by court proceedings as elected by SIMBA.
- 24.4.1. SIMBA may make the election on its own accord by written notice to the Customer or shall make the election within thirty (30) days of the receipt of the Customer's written notice which shall -
- a) state the specific dispute or difference to be resolved and the nature of such dispute or difference; and
 - b) include a request that SIMBA makes an election whether the dispute or difference as stated shall be resolved by reference to arbitration or by court proceedings.

- 24.4.2. Should SIMBA fail to make the election within thirty (30) days of the receipt of the written notice by the Customer, the dispute or difference shall be resolved by reference to arbitration in Singapore in the English language in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force which rules are deemed to be incorporated by reference into this clause.
- a) The arbitral tribunal shall consist of one arbitrator to be agreed upon between the Parties;
 - b) Either Party may propose to the other the name or names of one or more persons, one of whom would serve as the arbitrator;
 - c) If no agreement is reached within thirty (30) days after receipt by one Party of such a proposal from the other, the arbitrator shall be appointed by the Appointing Authority;
 - d) The Appointing Authority shall be the Chairman of the Singapore International Arbitration Centre.
 - e) Where a dispute or difference is to be resolved by arbitration, the tribunal shall not enter on the reference until after the completion or alleged completion of the Works unless with the written consent of the Parties.
 - f) Any reference to arbitration under this clause shall be a submission to arbitration within the meaning of the Arbitration Act for the time being in force in Singapore.
 - g) The application of Part II of the International Arbitration Act, and the Model Law referred thereto, to this Contract is hereby excluded.
- 24.4.3. SIMBA may elect to refer to arbitration all or any part of the dispute or difference as stated by the Customer in their written notice.
- 24.4.4. Neither Party may commence any action in court before SIMBA has made the election.
- 24.4.5. The commencement of any arbitration proceedings shall in no way affect the continual performance of the obligations of the Customer under these Terms and Conditions.

25. Purchased Equipment

- 25.1. For equipment purchased by the Customer from or through SIMBA, SIMBA shall not be responsible for such equipment and does not warrant that the equipment would be error free. The Customer agree to exclude SIMBA from whatsoever Services disruption, damages and liabilities arises from or due to such equipment, and will not hold SIMBA liable for any damages whatsoever arising from any equipment sold or provided by SIMBA as part of or ancillary to this Agreement.
- 25.2. The Customer agrees and acknowledges that SIMBA will not provide support for any equipment, and the Customer will contact the relevant SIMBA partner for any support or warranty matters:
- 25.2.1. For eero equipment:

- a. eero LLC can be contacted through their eero mobile application
- b. warranty for all eero devices is 24 calendar months from the commencement of the date of purchase of the eero equipment from SIMBA

26. General

- 26.1. SIMBA 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 SIMBA or through the Services will create any warranty not expressly made in these Terms and Conditions.
- 26.2. In the event of any conflict or inconsistency between any terms of any document comprising these Terms and Conditions, and any other contractual document, promissory document or otherwise, such conflict or inconsistency shall, in the absence of any express agreement to the contrary, be resolved in a manner most favourable to SIMBA, to the fullest extent permissible under Applicable Laws.