

Terms & Conditions for SIMBA 10Gbps Fibre Broadband with Home Phone Line Service ("SIMBA Fibre Broadband") and Critical Information Summary (Residential)

Critical Information Summary for 720-Days with Router Plan

This section is a summary of selected terms & conditions from the **SIMBA Residential Broadband - Terms and Conditions** and shall contain any other plan-specific details not stated in the 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 10Gbps

- 1.1. SIMBA Telecom Pte Ltd ("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 720 days.
- 1.3. SIMBA Fibre Broadband 10Gbps is billed on 30-day basis in advance, at \$29.99 per 30 days. Upon registration for SIMBA Fibre 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. \$61.04 for NetLink Trust ("NLT") service activation charge (where applicable);
 - 1.3.3. SIMBA shall waive the one-time \$20.00 home phone line activation charge;
 - 1.3.4. SIMBA shall waive the one-time \$198.00 charge for Optical Network Router;
 - 1.3.5. SIMBA shall waive the home phone line charges, at \$5.00 for 30-days service in advance, for the period in which the Customer has paid for their SIMBA Fibre Broadband billing cycle in advance.
 - 1.3.6. SIMBA shall waive \$179.00 from the charge of the \$179.00 D-Link DPN-BE7212GR Promotion Router; or \$104.00 from the charge of the eero Max 7, whichever applicable
- 1.4. The Customer shall be regarded to have completed their minimum contract period upon the successful payment of their twenty-fourth billing cycle. After the completion of the minimum contract period, the Customer shall be billed on a 30-day basis in advance until the expiry or termination of the Services.
- 1.5. 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:
- 1.6. To facilitate the Customer's broadband connectivity, the Customer will be provided with the following items:
 - 1.6.1. An Optical Network Unit;
 - 1.6.2. Power Adapter;

- 1.6.3. LAN Cable;
- 1.6.4. Fibre Patch Cord.

1.7. SIMBA shall provide or provision the following on-site services:

- 1.7.1. NLT for the activation or installation of the Fibre Termination Point ("FTP").
- 1.7.2. 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.

- 1.8. 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.
- 1.9. SIMBA will charge an (additional) installation fee of \$69.76 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.
- 1.10. 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
- 1.11. The Customer acknowledges that one FTP port and the corresponding ONU 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 ONU would be required. In such cases, additional NLT installation charges will be chargeable to the Customer.
- 1.12. SIMBA will require the Customer to collect the ONU from a SIMBA Service Centre. The Customer can collect the ONU within 1 day from the confirmation of their NLT appointment, or when informed by SIMBA that the ONU is available for collection, whichever later.
- 1.13. If the Customer requests:
- 1.13.1. 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 ONU from a SIMBA Service Centre;
 - 1.13.2. 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 ONU from a SIMBA Service Centre
- 1.14. 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 the Terms and Conditions before the installation of the Services.

2. Suspension

- 2.1. SIMBA may suspend, 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
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 ONU (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 ONU (including the Fibre Patch Cord and power adaptor) is returned to SIMBA. The Customer shall remain liable for the payment of the remaining billing cycles within the Minimum Contract Period, and any amounts and/or charges waived by SIMBA as stated in Clause 1.3 herein.
- 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.

SIMBA Home Phone Line – Specific Terms and Conditions

1. Overview

- 1.1. These Specific Terms and Conditions govern the provision and use of the Home Phone Line offered by SIMBA to the customer ("Customer").
- 1.2. These Specific Terms and Conditions shall read together with the Customer's Registration Form, the service description, the applicable Critical Information Summary to the plan subscribed to by the Customer, the SIMBA Residential Broadband General Terms and Conditions 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 SIMBA Home Phone Line in accordance with the terms and conditions of the contract between the Customer and SIMBA.
- 1.3. SIMBA Home Phone Line shall be, where necessary, interpreted as a Value-Added Service to SIMBA's Fibre Broadband Services.

2. Definitions

- 2.1. **"Fair Use Policy"** shall mean the fair use policy set out in Clause 11 of this Specific Terms and Conditions.
- 2.2. **"Numbers"** shall mean the telephone numbers assigned to the Customer for the purposes of the SIMBA Home Phone Line Service in accordance with this Specific Terms and Conditions

3. Eligibility

- 3.1. The Customer must fulfill eligibility requirements set out in the applicable General Terms and Conditions.
- 3.2. Access and use of the Service requires the use of a type-approved Optical Network Unit or Residential Gateway ("RG") (as may be applicable) issued by SIMBA.

4. SIMBA Home Phone Line Service Description

- 4.1. The SIMBA Home Phone Line Service is provided to you by SIMBA with your subscription of SIMBA Fibre Broadband Services for residential use at the service address only. Upon termination of your SIMBA Fibre Broadband Services, the SIMBA Home Phone Line Service will also be terminated.
- 4.2. The SIMBA Home Phone Line Service is intended to operate on the Next Generation Nationwide Broadband Network ("NGNBN") and accordingly, is dependent on the performance of the network and other NGNBN third party providers including NetLink Trust ("Third Party Providers"). Accordingly, SIMBA shall not in any way whatsoever be liable or responsible for any failure, delay, default, act or omission by such Third Party Providers that prevent or delay or otherwise impact or affect the provision of the Service, howsoever arising. As the Service is interdependent on the performance by Third Party Providers, and SIMBA may have entered into inter-operator contracts, dealings or arrangements with Third Party Providers, you agree that (i) any and all terms and conditions and/or any charges, fees or costs in relation to the Service may be subject to change at SIMBA's discretion (whether or not as a result of a change in inter-operator contracts, dealings or arrangements), and (ii) you shall indemnify SIMBA and other relevant entities against losses and damage arising out of your use of the Service, including any claim by Third Party Providers against SIMBA and other relevant entities caused by your acts or omissions.

5. Numbers Allocation

- 5.1. The Customer is assigned Numbers strictly for use with the SIMBA Home Phone Line Service and does not retain ownership of these Numbers.
- 5.2. SIMBA reserves the right to alter allocated Numbers due to operational, commercial, or regulatory needs with reasonable notice.
- 5.3. The Customer may request, and SIMBA may accept, to port over their existing fixed-line number registered under another third party service provider (i.e. not SIMBA) to SIMBA Home Phone Line Service, and retain that fixed-line number.
- 5.4. Any fixed-line number that the Customer requests to port to SIMBA must still be active on another third party service provider. SIMBA will not be able to, and will disclaim all liability for being unable to, effect a number port for a fixed-line number that is not active.
- 5.5. The Customer acknowledges that the term of the SIMBA Home Phone Line Service shall be terminated in accordance with these Terms, when the term of the Customer's SIMBA Fibre Broadband Services is terminated and/or expired, as the case may be. Any ported-in number will also be terminated and returned to the relevant IMDA Licensee.
- 5.6. The Customer will be liable to pay the charges stated herein for the fixed-line number port before SIMBA will perform the fixed-line number port. The fixed-line number port charge is not refundable upon payment.

6. Term and Activation

- 6.1. The SIMBA Home Phone Line Service begins on the SIMBA Home Phone Line Service Activation Date and continues for the term agreed in the service application form.
- 6.2. A successful installation and activation of the SIMBA Home Phone Line Service shall mean the successful provisioning, activation, and testing of the SIMBA Home Phone Line Service at the Customer's Service Address using SIMBA's equipment in accordance with the SIMBA Home Phone Line Service specifications. SIMBA shall not be required to ensure that the Customer Premise Equipment is able to successfully operate the SIMBA Home Phone Line Service.

7. Charges and Payment

- 7.1. Charges include:
 - 7.1.1. \$5.00/30days Recurring subscription fees;
 - 7.1.2. \$20.00 One-time setup charges;
 - 7.1.3. \$30.00 one-time fixed line port in fee (applicable upon receipt of port-in request);
 - 7.1.4. Usage-based charges (where applicable).
- 7.2. Charges are inclusive of applicable taxes unless otherwise specified.

8. Indemnification

- 8.1. The Customer hereby agree to fully indemnify, defend and hold harmless SIMBA and all of its corporate parents, affiliates, subsidiaries, and all employees, officers and directors of the foregoing from and against any and all claims, losses, damages and

expenses (including legal expenses) arising out of the use of the Service, regardless of the user of the Service, and/or arising out of any third party's republication of contents and materials transmitted from your use.

9. Disclaimers and Amendments

- 9.1. The SIMBA Home Phone Line Service is provided without warranties of any kind unless stated explicitly.
- 9.2. Terms may be amended from time to time via notice on the provider's website. Continued use constitutes acceptance of such changes.
- 9.3. In the event of conflict between this document and any previous agreement, these terms shall prevail.

10. Suspension & Termination

- 10.1. The SIMBA Home Phone Line Service may be suspended and/or terminated if the Customer breaches any term of this agreement. SIMBA retains the sole discretion to decide if the SIMBA Home Phone Line Service should be suspended or terminated in accordance with this clause 9.
- 10.2. In addition to the for suspension and termination as set forth in the General Terms and Conditions, SIMBA may also terminate this Agreement and/or suspend any service(s) provided to the Customer if:
 - 10.2.1. The Customer utilization of any Service violates any of the applicable rules as SIMBA may promulgate from time to time;
 - 10.2.2. If the Customer uses the SIMBA Home Phone Line Service in violation of laws or regulations.
 - 10.2.3. The Customer is found or suspected of having breached the terms and conditions of any other services provided by SIMBA, including without limitation, SIMBA Mobile and/or SIMBA Fibre Broadband Services
 - 10.2.4. As result of factors beyond SIMBA's control, including without limitation, acts of God, natural disaster, regulation or acts of government authorities (including removal of any applicable licence and issuance of court order), fire, civil disturbance, strike or weather, failures by SIMBA's suppliers, SIMBA are unable to provide the Service; or
 - 10.2.5. SIMBA subsequently decides to discontinue the operation and provision of the Service.
 - 10.2.6. The Customer discontinues their SIMBA Fibre Broadband Services
- 10.3. Where the SIMBA Home Phone Line Service is terminated, the Customer shall be liable to pay SIMBA any outstanding Charges and early termination charges, where applicable, 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

11. Fair Use Policy

- 11.1. The SIMBA Home Phone Line Service is intended for individual, residential use. Misuse includes:
 - 11.1.1. Telemarketing or call center usage.
 - 11.1.2. Resale or unauthorized sharing (e.g., via PBX).
 - 11.1.3. Calling patterns inconsistent with personal use.
- 11.2. Breaches in this fair use policy may result in suspension or termination with or without prior notice.

- 11.3. IF SIMBA suspects that the Customer uses the Home Phone Line Service for illegal or improper activities, SIMBA shall inform the relevant authorities and/or act in conformity with the relevant authorities' directions or guidelines without further reference to the Customer.

12. General

- 12.1. 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.
- 12.2. 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.
- 12.3. For support or inquiries, contact: <http://support.simba.sg>.

13. GOVERNING LAW AND JURISDICTION

- 13.1. This Agreement shall be governed by and construed in accordance with the laws of Singapore.
- 13.2. The Parties hereby submit to the exclusive jurisdiction of the Singapore courts in accordance with Simba Residential Broadband General Terms and Conditions.