

# Iworld Networking (Pacific) Pte Ltd

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## General Terms And Conditions For Iworld Access Services

### 1 Definitions

- 1.1 "This Agreement" means the completed Application Form (and its attachment(s), if any) and these Terms and Conditions herein as from time to time amended, modified or varied (as defined below).

"Application Form" means the application or registration form in relation to the Service in the form prescribed by IWORLD ACCESS from time to time and completed in full and submitted by Customer to IWORLD ACCESS.

"Charges" means all subscription and other recurring fees, usage, connection, re-connection, cancellation and administrative charges, and other fees or charges payable by Customer for or relating to the Service and/or under this Agreement.

"Commencement Date" means the date when the Service will be provided to Customer (as defined below) on IWORLD ACCESS's acceptance of Customer's application for the Service.

"Corporate Broadband Service" means any one of the broadband Internet access services provided by IWORLD ACCESS to Customer who (i) has a valid Direct Exchange Line ("DEL") and/or subscribed for any other services or facilities from any other telecommunications service provider, as may be prescribed by IWORLD ACCESS from time to time in the Application Form, the Specific Terms or any other notification by IWORLD ACCESS to apply on its behalf, any of the aforesaid services or facilities. The Corporate Broadband Service does not include DEL and/or any other services or facilities (as may be prescribed by IWORLD ACCESS from time to time in the Application Form, the Specific Terms or any other notification by IWORLD ACCESS to Customer), which must be applied for directly by Customer from any such other telecommunications service provider. The Corporate Broadband Service is not available for Direct Inward Dialing (DID), Private Automatic Branch Exchange (PABX), hunting line, Integrated Services Digital Network (ISDN), key telephone system and auxiliary lines or any other purposes or functions as may be set out in the Specific Terms or from time to time prescribed by IWORLD ACCESS in the Application Form, the Specific Terms or in any other notification by IWORLD ACCESS to Customer.

"Customers" means the persons whose applications to enter into this Agreement are accepted by Iworld Networking (Pacific) Pte Ltd or any of its subsidiaries, associated companies and affiliates (each of them hereinafter referred to as "IWORLD ACCESS", which term shall include its successors and assigns) and "Customer" shall mean any one of them.

"Dial-up Access Service" means Customer will be provided with a personal user identification ("UI") and a password. Customer will use his own equipment and means (for example, telephone service and modem) to establish connection to IWORLD ACCESS for accessing the Service.

"End User Service Information" or "EUSI" means information in respect of Customer's calling patterns (including number of calls, times of calls, duration of calls and parties called); the services or equipment used by Customer; Customer's telephone number and network configuration; and Customer's billing name, address and credit history, which IWORLD ACCESS obtains pursuant to the provision of the Service under this Agreement.

"IDA" means the Infocomm Development Authority of Singapore or its successor authority.

"Leased Line Access Service" means that IWORLD ACCESS may, at its sole discretion, apply for a domain name and Internet Protocol address(es) with the relevant authorities for Customer. A local leased line may also be leased from any other telecommunications service provider for and on behalf of Customer, and installed for Customer by such other relevant telecommunications service provider. In the event that IWORLD ACCESS decides to do so, Customer shall undertake to pay for all such leased line charges incurred by IWORLD ACCESS for and on behalf of Customer, in the course of providing the Leased Line Access Service to Customer. Customer will use his own IDA-approved equipment recommended by IWORLD ACCESS to establish connection to IWORLD ACCESS for accessing the Service. IWORLD ACCESS is a TCP/IP-based network and Customer's equipment must conform to the standard equipment list specified by IWORLD ACCESS and/or IDA.

"Minimum Period of Subscription" means:-

(a) 12 months from the Commencement Date; (b) such other period as may be otherwise stated in the Application Form or the Specific Terms in respect of the Service or any other notification by IWORLD ACCESS to Customer; or (c) such other period as may be otherwise agreed to in writing by IWORLD ACCESS in its sole discretion; or

"person(s)" includes individual(s), corporation(s) and unincorporated bodies of persons.

"Service" means any provision of services to access to the Internet together with any other value-added features as may be offered from time to time by IWORLD ACCESS, such service being provided under the name of "IWORLD ACCESS". The Service includes but is not limited to Dial-up Access Service, Leased Line Access Service or Corporate Broadband Service.

"Specific Terms" refers to the terms and conditions prescribed or imposed by IWORLD ACCESS in relation to the provision of any particular Service, including any specific terms and conditions agreed between Customer and IWORLD ACCESS in connection with any application or subscription by such Customer for the relevant Service.

- 1.2 Words importing the singular shall include the plural and vice versa and words importing one gender shall include the other gender.
- 1.3 The section headings herein are used for convenience only and shall have no substantive meanings.
- 1.4 Provision of the Service is subject to these Terms and Conditions. By completing and submitting the Application Form to IWORLD ACCESS, Customer acknowledges that he/she has read these Terms and Conditions as well as the Specific Terms and IWORLD ACCESS's General Terms and Conditions for Internet Services, which may be found at [www.iworldaccess.net](http://www.iworldaccess.net) (which are incorporated hereunder by reference) and agrees to be bound by the same. In the event of any conflict or inconsistency between any provision of this Agreement and any provision of IWORLD ACCESS's General Terms and Conditions for Internet Services, such conflict or inconsistency shall, in the absence of any express provision to the contrary, be resolved in a manner most favourable to IWORLD ACCESS.
- 1.5 IWORLD ACCESS reserves the right to approve or reject any Customer's application for the Service without ascribing any reason whatsoever for its decision.

## **2. Charges**

- 2.1 Customer shall pay the Charges at the applicable rates indicated in the Application Form or, such other rates as may be prescribed by IWORLD ACCESS from time to time and notified to the Customer in advance in accordance with clause 2.1A below. The Charges shall be payable

at or within such time as is stated in the invoice(s) issued by IWORLD ACCESS to Customer. In the event of late payment by Customer of any sums due under this Agreement (except for any amount disputed by Customer in accordance with clause 2.5 below and notwithstanding any other rights and/or remedies available to IWORLD ACCESS, including but not limited to IWORLD ACCESS's right to suspend or terminate Customer's account under clauses 9 and 11 below). IWORLD ACCESS shall have the right to charge interest on the outstanding amount (at the rate specified in IWORLD ACCESS's invoice) from the date of invoice until the date of full payment (both before and after judgment).

- 2.2 All Charges as reflected in the invoice(s) issued by IWORLD ACCESS to Customer are based on the rates as set out in the Application Form, the Specific Terms and/or such other materials provided (whether in written or electronic form) or as may be otherwise communicated to Customer prior to Customer's application for the Service. Customer is deemed to have knowledge of, and is agreeable to such rates upon IWORLD ACCESS's acceptance of Customer's application for the Service.
- 2.3 Customer's liability for the Charges shall accrue from the Commencement Date and shall pay the Charges on demand
- 2.4 Customer shall be liable for and shall pay on demand to IWORLD ACCESS any Charges incurred by any unauthorized or illegal log-ins for any reason whatsoever not due to any gross negligence or willful default on the part of IWORLD ACCESS.
- 2.5 Customer shall be responsible and IWORLD ACCESS shall not be liable for any Charges of whatsoever nature incurred in connection with or pursuant to the use or purported use whether authorized or unauthorized of Customer's account including without limitation international telecommunications roaming charges, local telecommunications service charges and charges imposed by third parties.

### **3. IWORLD ACCESS's Rights**

Subject to any applicable laws, regulations or the directions of any relevant authority, IWORLD ACCESS shall have the right to manage and control the access to computer systems and information stored within the IWORLD ACCESS system in a manner deemed appropriate by IWORLD ACCESS.

### **4. Customer's Obligations**

Customer shall:-

- (a) be responsible for the set-up or configuration of his IDA-approved equipment for access to the Service;
- (b) comply with all notices or instructions given by IWORLD ACCESS from time to time in respect of the use of the Service;
- (c) be solely responsible for obtaining, at his own cost, all licenses, permits, consents, approvals and intellectual property or other rights as may be required for using the Service;
- (d) comply with the rules of any network to which Customer accesses through the Service;
- (e) be solely responsible for all information retrieved, stored and transmitted through the Service by him;
- (f) be solely responsible for managing the use of the storage capacity provided so that it does

not exceed the capacity allocated to him;

(g) obtain the prior written approval of IWORLD ACCESS if he contemplates that using the Service for any activity would or is likely to generate a change in traffic in excess of his normal usage and/or is likely to cause congestion in IWORLD ACCESS's network;

(h) provide at his own expense, when so required by IWORLD ACCESS, all facilities or resources necessary for the proper provision of the Service including without limitation power points, electricity, conduits, pipes, access, license, or easement; and

(i) comply with IWORLD ACCESS's advice to upgrade at his own expenses his existing facilities, if in the opinion of IWORLD ACCESS they are inadequate to cope with his telecommunications traffic and/or is likely to cause congestion in IWORLD ACCESS's network.

## **5. Prohibited Use**

### **5.1 Customer undertakes:-**

(a) to comply with all applicable laws (and shall not contravene any applicable law) of the Republic of Singapore relating to the Service including without limitation the Broadcasting and Television Act, Common Gaming Houses Act, Computer Misuse Act, Copyright Act, Films Act, Indecent Advertisements Act, Maintenance of Religious Harmony Act, Official Secrets Act, Penal Code, Public Entertainment Act, Telecommunications Act (including any regulation made pursuant thereto and any terms and conditions of any license granted to IWORLD ACCESS by IDA) and the Undesirable Publications Act, as well as any policies, directives and guidelines set by IDA and the Media Development Authority;

(b) where it is a corporate Customer, not to allow any person other than the authorized person(s) named in the Application Form to use the Service;

(c) not to use the Service for any unlawful purpose including without limitation criminal purposes;

(d) not to use the Service to send or receive any message which is offensive on moral, religious, racial or political grounds or of an abusive, indecent, obscene or menacing nature;

(e) not to persistently send messages without reasonable cause or for causing any threat, harassment, annoyance, inconvenience or anxiety to any person;

(f) not to introduce any computer virus into the Internet or IWORLD ACCESS's system;

(g) not to infringe any intellectual property rights of any person or retain information in any computer system or otherwise with an intention to do so;

(h) not to gain unauthorized access to any computer system connected to the Internet or any information regarded as private by other persons; and

(i) not to share the Service with any person without the prior written approval of IWORLD ACCESS and shall use the Service only for the purpose for which it is subscribed.

**5.2** Customer shall be solely responsible, and IWORLD ACCESS shall not be liable in any manner whatsoever, for ensuring that in using the Service, all applicable laws, rules and regulations and all the terms prescribed by any telecommunications service provider, the Singapore Broadcasting Authority and IDA for the use of any telecommunications systems, service or equipment and content published on the Internet shall be at all times complied with.

## **6. Security**

- 6.1 Customer shall take all such measures as may be necessary (including without limitation changing his password from time to time) to protect the secrecy of his User Identification ("UI") and/or password and shall not reveal the same to any other person(s). IWORLD ACCESS shall not be liable for any loss or damage incurred by Customer or third parties due to any wrongful use of Customer's account by Customer or any wrongful, unauthorized or fraudulent use of Customer's account by any other person.
- 6.2 Where a UI is necessary to access the Service, Customer shall use only his own UI.
- 6.3 Customer acquires no rights to any mailbox number, the UI, circuit reference and any codes assigned to him by IWORLD ACCESS and except as otherwise proved herein, IWORLD ACCESS reserves the right to change or re-assign the same to Customer at its sole discretion without being liable to Customer for any damages or losses suffered.
- 6.4 For the Dial-up Access Service, subject to such changes as may be introduced by IWORLD ACCESS, an automatic log-out will occur after 15 minutes of idle log-in time.
- 6.5 Customer agrees to immediately notify IWORLD ACCESS for IWORLD ACCESS's informational purposes only of any unauthorized use of Customer's account or any other breach of security known to Customer.

## **7. Software**

- 7.1 In connection with any software provided by IWORLD ACCESS for use with the Service:-
  - (a) Customer shall be solely responsible for ensuring that such software is suitable for his needs and the compatibility of such software for use with any equipment used by him, whether or not any changes are introduced to the Service by IWORLD ACCESS; and
  - (b) Customer shall adhere to all instructions and notices (written or otherwise) given by IWORLD ACCESS from time to time regarding the use of such software.
- 7.2 IWORLD ACCESS shall not be responsible in any way whatsoever for any software not distributed, approved or recognized by IWORLD ACCESS including any software downloaded from the Internet or purchased from third parties. In the event that Customer uses any such software in connection with the Service, IWORLD ACCESS shall not be liable for any fault, loss and/or damage of whatever nature resulting directly or indirectly from such use.

## **8. Change in Service**

- 8.1 Unless otherwise agreed to by IWORLD ACCESS:-

### Type of Service

Customer may only change the type of Service selected by him on the Application Form by terminating this Agreement in accordance with clause 9.1 below and entering into a new agreement with IWORLD ACCESS, and the effective date of such change shall be the first day of the calendar month subsequent to the date of the new agreement entered by Customer and accepted by IWORLD ACCESS.

## **9. Termination of Service**

- 9.1 Either IWORLD ACCESS or Customer may terminate this Agreement by giving thirty (30) days' notice in writing or such other notice period as may be otherwise stipulated by IWORLD ACCESS from time to time in any Application Form or Specific Terms in respect of the Service or any other notification by IWORLD ACCESS to Customer
- 9.2 If automatic renewal is provided in the Application Form, the Specific Terms or any other notification by IWORLD ACCESS to Customer prior to the acceptance of this Agreement by IWORLD ACCESS, the Service shall, upon the expiry of the initial term as stated in such Application Form, the Specific Terms or notification (the "Initial Term") be automatically renewed for a period equivalent to the Initial Terms ("Renewed Term"), unless Customer serves to IWORLD ACCESS a written notice in accordance with clause 9.1 above prior to the expiry of the Initial Term. The foregoing provisions of this clause 9.2 on renewal shall apply, mutatis mutandis, to the expiry of each Renewed Term.
- 9.3 IWORLD ACCESS may in its sole discretion waive or accept in writing a shorter period of notice from Customer than those referred to in clause 9.1 above.
- 9.4 Clause 9.1 above is subject to the condition that where notice is given by Customer on or after the 20th day of a calendar month, this Agreement will be terminated only on the last day of the following calendar month.
- 9.5 Notwithstanding clause 9.1 above, IWORLD ACCESS may terminate this Agreement with immediate effect:-
- (a) Customer has breached any of the terms or conditions of this Agreement and in the opinion of IWORLD ACCESS such breach is incapable of rectification or Customer has not rectified the said breach within two (2) weeks from notification by IWORLD ACCESS;
  - (b) if Customer has provided any false or incomplete information to IWORLD ACCESS and in the opinion of IWORLD ACCESS such submission of false or incomplete information is incapable of rectification or Customer has not rectified such submission within two (2) weeks from notification by IWORLD ACCESS;
  - (c) if in the opinion of any regulatory authority, it is not in the public interest to continue providing the Service to Customer for any reason; or
  - (d) if in the opinion of IWORLD ACCESS Customer is likely to create imminent physical harm (such as but not limited to interruption, disruption or congestion) to IWORLD ACCESS's network or to defraud IWORLD ACCESS; or
  - (e) if Customer is declared a bankrupt or Customer enters into any compromise or arrangement with its creditors or an encumbrancer lawfully takes possession or a receiver is validly appointed over the whole or part of the undertaking of Customer or proceedings are taken for the appointment of an administrator of or the winding up of Customer.

## **10. Liabilities of Customer upon termination**

- 10.1 In the event of termination of this Agreement pursuant to clause 9.1 above, without prejudice to any other remedies available to IWORLD ACCESS, Customer shall be liable for all Charges up to and including the expiry date of the relevant Minimum Period of Subscription or the date of termination stated in the notice given in accordance with clause 9.1, whichever is the later.
- 10.2 In the event of termination of this Agreement other than in accordance with clause 9.1 above, without prejudice to any other remedies available to IWORLD ACCESS, Customer shall be liable for all Charges up to and including the expiry date of the relevant Minimum Period of Subscription or up to the end of the duration of notice required to be given in respect of the Service, whichever is the later.

- 10.3 The above amounts payable by Customer upon termination shall be payable within thirty (30) days of the relevant termination date.
- 10.4 Without prejudice to the foregoing, upon termination of this Agreement, IWORLD ACCESS may use such deposits paid by Customer to offset any amount due from Customer under this Agreement or any other agreement between IWORLD ACCESS and Customer, and the balance thereof shall be refunded to Customer free of interest.
- 10.5 Without prejudice to the foregoing, upon termination of this Agreement, if Customer fails to pay all relevant Charges, IWORLD ACCESS reserves the right to withhold any of Customer's equipment located on IWORLD ACCESS's premises until such time that Customer has made full payment of all such outstanding Charges, together with any applicable interest.

## **11. Suspension of Service**

- 11.1 Without prejudice to any other rights or remedies of IWORLD ACCESS and notwithstanding any waiver by IWORLD ACCESS of any previous breach by Customer, IWORLD ACCESS may (but is under no obligation to) at any time and at its sole discretion (but subject to any applicable laws, regulations or directions of any relevant authority) suspend the Service or any other service or services provided by IWORLD ACCESS with at least one (1) week's prior written notice in the event that any undisputed monies payable by Customer for the Service or otherwise under this Agreement is not settled in full within such time as is stated in the invoice or any deposit or increase thereof required by IWORLD ACCESS is not paid by Customer.
- 11.2 IWORLD ACCESS further reserves the right to suspend the Service immediately if:
- (a) pursuant to the directions of IDA or any other relevant authority, Customer has used the Service to engage in, whether directly or indirectly, any fraudulent, illegal or improper activities; or
  - (b) where Customer applies for the Service online or via telephone, Customer fails to submit the duly signed Application Form or any other form of acknowledgement or application as may be required by IWORLD ACCESS within two (2) weeks of such date of Service application.
- 11.3 Upon such suspension, the Service or any other service or services provided by IWORLD ACCESS shall be deemed to be terminated as from the date of suspension stipulated by IWORLD ACCESS and Customer shall be liable for all Charges incurred up to and including the date of such suspension and in the case of any Service for which there is a relevant Minimum Period of Subscription, Customer shall in addition be liable for the Charges up to the end of the relevant Minimum Period of Subscription if the same is unexpired and clauses 10.3 and 10.4 herein shall apply.
- 11.4 Notwithstanding the foregoing, upon subsequent payment by Customer of such sums as demanded by IWORLD ACCESS, IWORLD ACCESS may if it deems feasible at its sole discretion and subject to such terms as it deems proper, reconnect the Service or any such other service or services, as the case may be, in which event this Agreement shall continue as if the same has not been terminated.

## **12. Cancellation Charge**

A cancellation charge at the prevailing cancellation fees prescribed by IWORLD ACCESS shall be payable if Customer cancels this Agreement after its acceptance by IWORLD ACCESS (including requesting for changes pursuant to clause 8 above) before the Commencement Date.

## **13. Reservation Fee**

Where the Commencement Date has been confirmed by IWORLD ACCESS and Customer requests for a change in the Commencement Date, Customer shall be liable to pay the prevailing reservation fees, prescribed by IWORLD ACCESS, if any. The period of reservation shall be the period between the originally confirmed commencement date to the new commencement date.

#### **14. Other charges**

- 14.1 In the event that IWORLD ACCESS's employees or agents are called upon to attend to any technical fault or provide any other form of servicing at Customer's premises, IWORLD ACCESS reserves the right to impose charges for any such service if the fault or any such servicing required is not directly attributable to any of IWORLD ACCESS's equipment or networks. IWORLD ACCESS's invoice shall be conclusive evidence of Customer's request for such services.
- 14.2 In the event that Customer fails to pay any sum by its due date, IWORLD ACCESS reserves the right to charge Customer a reminder fee at such rate as IWORLD ACCESS may notify the Customer from time to time.
- 14.3 All fees and charges payable are subject to Goods and Services Tax ("GST"). All taxes payable including GST shall be borne solely by Customer and shall accompany payment by Customer as set out in this Agreement.

#### **15. Disclaimer**

- 15.1 IWORLD ACCESS gives no warranty in respect of any software provided to Customer or any telecommunications services (including but not limited to leased lines) provided by any other telecommunications service provider through IWORLD ACCESS, and shall not be liable to Customer for any cost, claim, liability, expense, demand or damages whatsoever (including any loss of profits, lost savings or incidental or consequential damages) arising out of customer's use of or inability to use such software or telecommunications services, even if IWORLD ACCESS or any of its authorized representatives has been advised of the possibility of such damages, or for any claim by any other person whatsoever.
- 15.2 Any condition or warranty which may be implied or incorporated within this Agreement by reason of statute or common law or otherwise (including warranties as to satisfactory quality and fitness for purpose) is hereby expressly excluded. While every care is taken by IWORLD ACCESS in the provision of the Service, IWORLD ACCESS shall not be liable for any loss of information howsoever caused whether as a result of any interruption, suspension, or termination of the Service or otherwise, or for the contents, security, accuracy or quality of information available, received or transmitted through the Service.
- 15.3 IWORLD ACCESS shall not be liable for any loss (whether direct, indirect, incidental, special, or consequential, including loss of revenue or profits arising as a direct loss) or damages sustained by reason of Customer's use or inability to use the Service or any disclosure (inadvertent or otherwise) of any information concerning Customer's account and particulars or for any error, omission or inaccuracy with respect to any information so disclosed.
- 15.4 IWORLD ACCESS may from time to time through its personnel or agents, but is under no obligation to, provide Customer with walk-in or house call technical support. In the event IWORLD ACCESS provides any such technical support on Customer's premises, Customer shall ensure that such premises are safe and shall provide such facilities as IWORLD ACCESS, its personnel or its agents may reasonable request. Without prejudice to the foregoing, IWORLD ACCESS does not guarantee such technical support and shall not be liable for any loss or damages to equipment, software, information or whatsoever incurred, suffered or sustained in connection with such technical support.

- 15.5 IWORLD ACCESS makes no warranty regarding any goods, software or services purchased or obtained through the Service or any transactions entered into through the Service. Customer's correspondence with or participation in promotions of advertisers in conjunction with or pursuant to the Service, including the delivery of and the payment for goods, software and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between Customer and such advertiser. Customer agrees that all dealings with such advertisers are on a caveat emptor (buyer beware) basis and IWORLD ACCESS makes no representation or warranty regarding any such advertiser. Customer agrees not to hold IWORLD ACCESS liable for any loss or damage of any sort incurred as a result of any such dealing or as the result of the presence of such advertisers on the Service.
- 15.6 No advice or information, whether oral or written, obtained by Customer from IWORLD ACCESS or through the Service shall create any warranty not expressly made herein.

## **16. Indemnity**

- 16.1 Customer shall indemnify and hold harmless IWORLD ACCESS at all times against all actions, proceedings, costs (including legal costs incurred by IWORLD ACCESS in defending such actions, claims or proceedings), claims, expenses, demands, liabilities, losses and damages whatsoever including without limitation for defamation, infringement of intellectual property rights, death, bodily injury, property damage or pecuniary losses howsoever arising which IWORLD ACCESS may sustain, incur, suffer or pay arising out of or in connection with the use of the Service by Customer or any act or omission of Customer thereof.
- 16.2 Without prejudice to clause 16.1 above, Customer shall indemnify and hold harmless IWORLD ACCESS at all times against all actions, expenses, demands, claims, proceedings, costs (including legal costs incurred by IWORLD ACCESS in defending such actions, claims or proceedings), liability, losses and damages whatsoever which may be brought or commenced against IWORLD ACCESS by any person and/or which IWORLD ACCESS may sustain, incur or suffer, as the case may be, arising out of or in connection with or by reason of:
- (a) the use or operation (or the failure thereof) by Customer or any person in any way (whether with or without the authorization and/or permission of Customer) of any service and/or equipment provided by any other telecommunications services provider to Customer, whether or not in the course of IWORLD ACCESS's provision of the Service to Customer; and/or
  - (b) any damage to any equipment operated or used, or any disruption or interference with the provision or operation of any telecommunications service, by any other telecommunications services provider arising from the installation and/or use of any equipment by Customer or any other person (whether with or without the authorization and/or permission of Customer).
- 16.3 Notwithstanding any provision wheresoever to the contrary, IWORLD ACCESS shall not be liable in any way to Customer whether in contract, tort (including negligence or breach of statutory duty) or other wise for any loss, damage or liability incurred or sustained by Customer caused by or as a result of:
- (a) any failure, delay, interruption to or disruption of any service provided by any other telecommunications services provider;
  - (b) any failure, delay, interruption to or disruption in the transmission of reception of any data through any service provided by any other telecommunications services provider;
  - (c) any defect, deficiency, breakdown or failure of any other telecommunications services providers' system, equipment or software, or the incompatibility of or unsuitability of any such system, equipment or software in relation to or in conjunction with any other system, software

or equipment (whether used or operated by Customer or any other person);

(d) any defect or deficiency in or the breakdown or failure of any equipment or system (whether or not maintained or operated by any person) howsoever arising;

(e) any defect, deficiency or deterioration in the quality of any signal or data transmitted as part of any service provided by any other telecommunications services provider or IWORLD ACCESS; and/or

(f) any loss, corruption or deletion of any data or information (whether belonging to, provided or stored by Customer or otherwise) transmitted to or stored in any system or equipment (whether or not maintained or operated by any other telecommunications services provider, IWORLD ACCESS, Customer or otherwise), howsoever caused or arising;

## **17. Confidentiality**

17.1 Customer shall not divulge or communicate to any person (other than those whose province it is to know the same) or use or exploit for any purpose whatsoever (other than that contemplated in this Agreement) any confidential information which may or may have come to his knowledge by reason of or in connection with this Agreement, and shall use all reasonable efforts to prevent his employees, officers, agents and consultants from so acting, except where the prior written consent of IWORLD ACCESS is obtained or where required to be disclosed pursuant to any applicable law or legal process issued by any court or the rules of any relevant regulatory body.

17.2 IWORLD ACCESS shall not divulge or communicate to any person (other than those who have been bound under a similar obligation of confidence as IWORLD ACCESS) any confidential information which may or may have come to its knowledge by reason of or in connection with this Agreement, except for the purposes of planning, provisioning and billing for the Service, managing bad debt and preventing fraud, facilitating interconnection and inter-operability between IWORLD ACCESS and other telecommunication service providers, or with the prior consent of the Customer or where required to be disclosed pursuant to any applicable law or legal process used by any court or the rules of any relevant regulatory body. Customer agrees that IWORLD ACCESS may disclose to third parties certain registration data and certain information about Customer's use of the Service provided that such disclosures do not include Customer's name, mailing address, credit history, usage patterns, network configuration, telephone or facsimile number.

17.3 Save for the limited purposed set out in clause 17.2 above, IWORLD ACCESS will not use EUSI for the development or marketing of other goods or services, and that such information will not be provided by IWORLD ACCESS to its affiliates or third parties.

## **18. Variation and Waivers**

18.1 IWORLD ACCESS reserves the right to amend the terms and conditions contained herein at any time upon written notice (in such form as may be determined by IWORLD ACCESS) to Customer. Customer agrees that notice via electronic mail to the Customer's electronic mail address, by the posting on IWORLD ACCESS's website or by the posting of advertisements in major newspapers in Singapore shall be deemed to be sufficient written notice for the purposes of this clause 18.1.

18.2 Without limitation to the generality of the foregoing, any provision of this Agreement may be varied, supplemented or amended only if IWORLD ACCESS so agrees in writing. Any provision of this Agreement may be waived only if IWORLD ACCESS so agrees in writing provided that such waiver may be given subject to conditions thought fit by IWORLD ACCESS and shall be effective only in the instance and for the purpose for which it is given.

18.3 No failure on the part of IWORLD ACCESS to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

## **19. Assignment**

The rights and obligations under this Agreement shall not be capable of assignment by Customer without the prior written consent in writing of IWORLD ACCESS, but subject thereto, shall be binding on and inure for the benefit of his successors and permitted assigns.

## **20. Force Majeure**

IWORLD ACCESS shall not have any liability for any delay or default in the performance of its obligations under this Agreement caused by circumstances beyond its control and without the fault or negligence of IWORLD ACCESS including but not restricted to acts of God, acts of the public, enemy, decrees or restraints by governmental authorities, strikes, war, riots, insurrections, civil commotion and other causes of such nature. In any of the events mentioned above, IWORLD ACCESS shall for the duration of such event, be relieved of any such obligation under this Agreement as is affected by the said event.

## **21. Governing Law and Jurisdiction**

This Agreement is governed by the laws of the Republic of Singapore and Customer and IWORLD ACCESS hereby submit to the exclusive jurisdiction of the Singapore courts.

## **22. Notices**

22.1 Subject as otherwise provided in this Agreement, all notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post or by courier service or by facsimile number set out below (or to such other address or facsimile number as Customer or IWORLD ACCESS may from time to time notify the other for the purposes of this Agreement).

22.2 Any notice, demand or communication shall be deemed to have been duly served:-

(a) if sent by facsimile transmission, on the Business Day of the conclusion of transmission; and

(b) if sent by AR registered post or by courier service, on the Business Day of receipt and in proving the same it shall be sufficient to show an acknowledgment of receipt issued by the post office in Singapore or an acknowledgment of receipt issued by the courier service company as the case may be.

The initial addresses and facsimile numbers of the Customer and IWORLD ACCESS for the purposes of this Agreement shall be as stated on the Application Form.

## **23. Severability**

If any provision in this Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed to the fullest extent allowed by law so as to render the provision valid and enforceable, and if no such construction is possible, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and

effect and the parties to this Agreement shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

#### **24. Legal Costs**

Without prejudice to any of the other provisions of this Agreement and to any other rights and remedies which IWORLD ACCESS may possess, Customer shall at all times be liable for and shall indemnify IWORLD ACCESS against all costs and expenses (including legal costs on a full indemnity basis) which IWORLD ACCESS may sustain, incur, suffer or pay in protecting or enforcing any rights under this Agreement (including but not limited to Customer's failure to pay Subscription Fees when due).

#### **25. Agency**

This Agreement creates no agency, partnership, joint venture or employment and neither Customer nor its agents have any authority to bind IWORLD ACCESS in any respect whatsoever.