General Terms and Conditions (SG)

Revised 9-Sep-2022

1 The Agreement

1.1 The Parties

1.1.1 Zettagrid Pte. Ltd. UEN 202123736D, 20 COLLYER QUAY #09-0120 SINGAPORE (049319) (herein after referred to as "Zettagrid", "us", "our") and The Customer (being an entity subscribing to Zettagrid for the provision of Cloud or Network services) agree that by accessing Zettagrid services, you (hereinafter referred to as "The Customer", "you" and "your") accept, without limitation or qualification, the terms and conditions contained within the Standard Form of Agreement.

1.2 What is the Standard Form of Agreement?

1.2.1 The Zettagrid Standard Form of Agreement (SFOA) sets out the standard terms and conditions of our services and the products we offer. The SOFA is made up of:

a) General Terms and Conditions;

b) Service Descriptions; and

c) Validly Executed Service Order

1.2.2 The Customer agrees to be bound by the SFOA as executed by Zettagrid and The Customer on commencement of the Agreement.

1.3 Access to the SFOA Document

1.3.1 The current SFOA will always be available from https://www.zettagrid.com/terms.

1.3.2 If The Customer requires assistance in reading this document, please contact Support.

1.4 Changes to the SFOA

1.4.1 Zettagrid may change the SFOA at any time. We will notify if we change the SFOA using the means detailed in section 8.5 with a minimum of 30 days' notice.

1.4.2 Where we change the SFOA and notify The Customer, The Customer's continued use of the Service signifies the acceptance of the updated SFOA subject to clause 1.4.3.

1.4.3 If The Customer has a Contract Term longer than 30 days, The Customer may remain on the Grandfathered SFOA. At the end of the initial Contract Term for that Service, the current SFOA will become the new Agreement between Zettagrid and The Customer.

1.4.4 Only one SFOA is applicable to The Customer at any time. The Customer cannot choose selective clauses from a Grandfathered SFOA's and the current SFOA, even if Services have different Contract Terms.

1.4.5 Copies of Grandfathered SFOA's are available by contacting Support.

2 Definitions

"Agreement" means this agreement for the provision of the Goods and Services by Zettagrid to The Customer, which includes this Standard Form of Agreement, the Service Descriptions and an Executed Proposal or Service Order.

"Application" means each application form completed by The Customer (either email, hard copy or online on our Website) and sent to Zettagrid requesting the Services.

"Backup Service" means a product provided by Zettagrid to store a copy of the Customer Data. For example, Veeam Cloud Connect, SecondSite, VDC Backup.

"Business Day" means Monday to Friday excluding public holidays in Singapore.

"Business Hours" means 8AM to 5PM every Business Day.

"Charges" means the charges payable by The Customer to Zettagrid for the Goods and Services as specified on the Website, Service Orders, Quotes or other means.

"Contract Term" means, in respect of a Service, the contract period specified in the Service Description or Validly Executed Service Order for that Service. Where no Contract Term is specified, Contract Term value is 30 days.

"Customer Data" means all data that is not Zettagrid Data. Specifically, data or intellectual property that is owned by The Customer and transferred into Zettagrid for the purposes of using the Zettagrid service.

"Cyber Security Incident" has the same meaning assigned to this phrase by Section 12M of the Security Legislation Amendment (Critical Infrastructure) Act 2021;

"Cyber Security Scope" means Cyber Security initiatives including backup, cryptographic controls, vulnerability management, incident management, technical compliance

checking, security testing and auditing, collection, maintenance and protection of evidence, including logs and audit trails, authentication and access control, Identity and access management.

"**Early Termination Fee**" means the Charges that are payable upon termination of the contract prior to the agreed contract end date. The Early Termination Fee value is equal to the total remaining unpaid value of the Services to the contract end date.

"**Goods**" means any goods we supply to The Customer, including goods supplied in connection with any Services.

"**GST**" means Goods and Services Tax (Act 1999).

"**Grandfathered SFOA**" means a historical SFOA which was previously agreed by The Customer at the date of the Application for the Service but has been superseded by a new SFOA.

"**MyAccount**" means a Zettagrid Website permitting the administration of a Service by The Customer.

"**PII**" means personally identifiable information which is information that can be used on its own or with other information to identify, contact or locate a single person, or to identify an individual in context.

"**Resubmission Payment**" means the fee payable to a payment processor (typically a credit card gateway or bank) when payment for a service fails.

"**Service Order**" means a document authored by Zettagrid containing a business proposal for approval by The Customer.

"**Services**" means the list of services specified in the Website or Service Order.

"**Severity 1 Incident**" means an incident effecting the normal performance of the System impacting more than 25% of Zettagrid customers in a Zettagrid Availability Zone.

"**Support**" means assistance provided by Zettagrid to The Customer. The Customer can obtain support by dialling the telephone number 1300 597 656 or submitting an email to the address support@zettagrid.com or by lodging a support request at support.zettagrid.com, 24 hours per day, seven days per week.

"**Scheduled Maintenance**" means maintenance carried out by Zettagrid, where notice has been provided to The Customer by email or by posting a notice on the Zettagrid website prior to the scheduled event occurring.

"**Service Level**" means the percentage of time during a calendar month that a Service is available to The Customer.

"**Service Level Rebate**" means the refund available for a Service following an outage as defined in the Service Description for that Service.

"**Standard Form of Agreement**" means this document entitled "Standard Form of Agreement" and includes our Policies.

"**Status Page**" means the Zettagrid website status.zettagrid.com.

"**Telecommunications Legislation**" means the Telecommunications Act or as applicable, the Infocommunications Media Development Authority Act 2016 (No. 22 of 2016), as well as any applicable subsidiary legislation, rules or regulations, all as may be changed from time to time.

"**UEN**" means Unique Entity Number in Singapore.

"**Validly Executed Service Order**" means a document signed and dated by both The Customer and authorised Zettagrid representative. This document may be referred to as a Service Order or Proposal.

"**Website**" means the Zettagrid website located under the zettagrid.com top level domain or a website redirected from this site to one that Zettagrid manages.

"**Website Pricing**" means the list of prices for Services as listed on a Zettagrid Website.

"**Zettagrid Data**" means Zettagrid configuration and supporting infrastructure configuration (i.e. Zettagrid's core DNS, DHCP, Microsoft AD, VMware Cloud-Director Cells, VMware vCenters, and Database clusters), service usage and The Customer machine configuration (i.e. the details about The Customers virtual machines seen in the 'My Services' pages in My Account).

3 Services

3.1 Applying for the Service

3.1.1 The Customer may make an application for supply of one or more Goods and Services by:

a) Completing an online order form located at a Zettagrid Website;

b) Signing a Zettagrid Service Order or Proposal.

3.1.2 Our SFOA is enforceable:

a) if The Customer applies online, the date The Customer submits the online order form; or

b) where a Validly Executed Service Order exists.

3.2 Provisioning The Customer Service

3.2.1 Upon our acceptance of The Customer Application, a contract is formed, and The Customer become bound by this Agreement and the term and charges associated with the Service. The contract between Zettagrid remains in force until it is terminated in accordance with this Agreement.

3.2.2 We will retain control and decide the route and technical means that we use to provide the Service.

3.2.3 The Customer must reasonably co-operate with Zettagrid to allow us to provision and supply the Service safely and efficiently.

3.2.4 The Customer agrees that, if The Customer supplies incorrect information which is actioned by a third party, The Customer will be liable for a resubmission payment to Zettagrid.

3.2.5 To maintain the quality of services provided to all customers, we may prioritise the delivery of network traffic that is latency, rate or jitter sensitive in preference to traffic that is not, as determined in our absolute discretion.

3.2.6 The Services are provided on an 'as-is' basis.

3.2.7 Where a delay occurs in the provision of the Service, this does not constitute a breach of the Agreement, except where the delay has been caused by Zettagrid's failure to comply with particular timeframes as required under the Agreement.

3.2.8 Any connection, reception and transmission speeds indicated, refer to the maximum theoretical speeds achievable with the Service under ideal conditions; The Customer acknowledges that the actual achieved speeds may be substantially different from the theoretical speeds.

3.3 Customer Responsibilities

3.3.1 The Customer must provide true, current, accurate and complete information as prompted by the registration form. The Customer agrees to keep this information current.

3.3.2 The Customer is responsible for all acts or omissions that occur under The Customer's account or password, including the content of transmissions through the Services and maintaining the confidentiality of The Customer's password/s.

3.3.3 The Customer will not publish, distribute or disseminate defamatory or otherwise unlawful material through the use of the Service.

3.3.4 The Customer will not use the Service to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy) of others.

3.3.5 The Customer will not use the Service to infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy.

3.3.6 The Customer will comply with Singaporean law regarding the transmission of technical data exported from Singapore through Zettagrid.

3.3.7 The Customer must ensure that their use of the Service does not expose any minor to material that is unsuitable for minors and The Customer will indemnify Zettagrid for any liability we incur as a result of the Customers breach of this clause.

3.3.8 The Customer acknowledges that it is their sole responsibility to comply with any rules imposed by any third party whose content or service is required to access or use the Services.

3.3.9 The Customer acknowledges that Zettagrid may take all reasonably necessary steps to ensure the efficient operation of the Services.

3.3.10 The Customer's failure to observe any of the foregoing limitations may result in civil or criminal liability, and the immediate termination of the Service.

3.4 Responsible Usage

3.4.1 The Customer must comply with rules, regulations and acceptable usage policies that are in force for each system accessed. If The Customer acts recklessly or irresponsibly or endangers our network or systems, The Customers Service may be suspended or terminated at any time. The Customer will be notified prior to any termination of Services.

3.5 Secure Usage

3.5.1 The Customer is solely responsible for implementing and maintaining the security of their Service including PCI DSS, encryption of sensitive data at rest and in transit, firewalling and network segmentation, access control, file and network monitoring and alerting, vulnerability scanning and remediation, penetration testing, intrusion detection and prevention.

3.5.2 The Customer is required to undertake their own cyber security planning.

3.5.3 Unauthorised usage of The Customer's Service by a third party will result in The Customer being responsible for the charges incurred.

3.6 Unlawful Usage

3.6.1 Our Services may only be used for lawful and authorised purposes. Storage, transmission or distribution of any material in violation of Commonwealth or State legislation is prohibited. This includes copyright material, material legally judged as threatening or obscene, or material protected by trade secret.

3.6.2 The Customer must not use, or allow any other person to use, the network and systems for any activities of an illegal or fraudulent nature, including any activities prohibited under the Telecommunications Legislation or other applicable Singaporean Law.

3.6.3 The Customer may not use the Service to send, allow to be sent, or assist in the sending of Spam.

3.7 Unauthorised Usage

3.7.1 Any attempt to access or modify unauthorised computer system information or to interfere with normal system operations, whether on the equipment of ours or any computer system or network that is accessed by our services, may result in the suspension or termination of The Customers Service. Unauthorised activities include, but are not limited to, guessing or using passwords other than The Customers own, accessing information that does not have public permission, and accessing any system on which The Customer is not welcome.

3.7.2 Any attempt to disrupt or interfere with users, services or equipment, may result in the termination or suspension of The Customers Service. Disruptions include, but are not limited to, distribution of unsolicited advertising or spamming, monopolisation of services, propagation of, or transmission of information or software which contains, computer worms, trojan horses, viruses or other harmful components, using the network to make unauthorised entry to any other machine accessible via our network, sending harassing or threatening e-mail and forgery or attempted forgery of e-mail messages.

3.8 Service Cancellation

3.8.1 The Customer can cancel their Service via the Zettagrid My Account self-service portal at any time or by contacting Support.

3.8.2 When a service cancellation is requested, we will cancel the service at the end of the billing period in which the request is received. This is typically a calendar month. For example, if a cancellation request is made on the 25th January then the service billing will cease on the 1st of February. If a service cancellation is requested on the 2nd March, the service billing will cease on 1st April.

3.8.3 If we do not receive notification from The Customer 1 business day prior to the end of the billing period, the Service and associated charges will continue until the next billing period in accordance with the Service Description.

3.8.4 If a Service is cancelled within a contract term, The Customer will be liable to pay Zettagrid an Early Termination Fee.

3.9 Service Termination

3.9.1 Without limiting the generality of any other clause in this Agreement, we may terminate The Customers Service immediately by notice in writing if:

a) The Customer has provided Zettagrid with false or misleading information or The Customer has not provided Zettagrid with any information that we have reasonably requested for the purposes of this Agreement;

b) The Customer's nominated payment method is refused or dishonoured, or The Customer fails to pay the amount specified within fourteen (14) days of the due date.

c) we discover or reasonably believe that The Customer are a minor or do not believe The Customer has the authority to enter into this Agreement;

d) we believe The Customer is about to or may become or are in jeopardy of becoming subject to any form of insolvency or administration;

e) if The Customer being a partnership, dissolve, threaten or resolve to dissolve or are in jeopardy of dissolving;

f) The Customer is unlawfully using the Service.

g) The Customer is classified as an alleged repeat copyright offender as per clause 4.9.4.

3.9.2 The Customer may terminate the Agreement after providing 7 days written notice if Zettagrid has breached the Agreement and failed to remedy the breach within 10 Business Days after being notified of the breach in writing.

3.9.3 The Customer may terminate this Agreement immediately if Zettagrid becomes insolvent or bankrupt. All Customer Data remains The Customers property and must be returned to The Customer within twenty (20) Business Days.

3.9.4 Except for termination under clauses 3.9.2 or 3.9.3, if a Service is terminated within a contract term, The Customer will be liable to pay Zettagrid an Early Termination Fee.

3.10 Scheduled Maintenance

3.10.1 Our goal is to provide a fault free Service although we cannot guarantee this. We will endeavour to conduct all Scheduled Maintenance outside of Business Hours. However, we may be required to suspend supply of our Service during Business Hours in order to carry out emergency repairs on our systems.

3.10.2 Scheduled Maintenance and unplanned outage information is available from the Status Page. The Customer is encouraged to subscribe to this service to receive notifications for planned maintenance, outage and security activities.

3.11 Fault Reporting & Resolution

3.11.1 The Customer may report service faults by contacting Support.

3.11.2 Each query will be assigned a unique ticket number. Please use this ticket number when referring to the query with our support team.

3.11.3 Issuing of this ticket number is an acknowledged acceptance of the fault report.

3.11.4 The Support team will use best efforts to identify and resolve the fault.

3.11.5 Where the issue cannot be resolved by the support team, they will follow a procedure to escalate the ticket to a technical expert for further investigation.

3.11.6 When a ticket has been resolved or closed The Customer will receive an email notifying them of the status change of the ticket.

3.11.7 If The Customer asks us to come to The Customer's premises to repair a fault and it turns out to be caused by The Customer equipment, The Customer may be charged a callout fee.

3.11.8 It is The Customer's responsibility to maintain and repair any equipment which The Customer owns. The Customer is also responsible for any of our equipment on The Customer's premises and The Customer must pay us for any loss or damage to our equipment.

3.12 Service Changes

3.12.1 Zettagrid may withdraw or alter any plans, account types, pricing or packages at any time, such changes will take effect from the end of the current Contract Term. Where no contract term is specified, 1 full calendar months' notice will be provided to the Customer.

3.13 Service Level Agreement

3.13.1 Zettagrid will set minimum performance targets and provide rebates if the Service fails to meet these targets.

3.13.2 The Service Level Rebates (Service Rebate) available for specific Services are detailed in the Service Description.

3.13.3 Where the Service is unavailable due to scheduled Systems Maintenance then this period is exempt from assessment.

3.13.4 Where the Service is unavailable due to events beyond our control then this disruption period is exempt from Service Level Rebates. These include the following events:

a) Interruption of the Service due to any Telecommunications Company circuits or failure of any Telecommunications Company services;

b) Interruption of the Service due to The Customer's applications, equipment, or facilities;

c) Where The Customer causes an interruption to the Service due to The Customer's acts or omissions, or any use of the Service

authorised by The Customer;

d) Where the Service is interrupted due to force majeure;

e) Where we are requested by a public authority to provide emergency services or disconnect services to assist in emergency action, and the provision of those services restricts rectification of a fault or service difficulty; and

f) Where we are prevented from connecting a specified service, or rectifying a fault or service difficulty, because we are unable to obtain lawful access to land or a facility.

g) Damage to our network, equipment or facilities not caused by Zettagrid.

h) Planned or unplanned speed degradation (not Service loss), unless otherwise specified in a Service Description.

3.13.5 A Service Rebate is not redeemable for cash, nor are they transferrable to another Customer or subscription.

3.13.6 The Service Rebate in any month is capped at the relevant specified percentage of the Charges for the individual Service for that month. The Customer must claim any Service Rebate in writing within ten (10) Business Days of the event resolution by submitting a Service Rebate Application to Support.

3.13.7 Once a claim is made in accordance with paragraph 3.13.6, we will assess the eligibility of the Application at the conclusion of the calendar month.

3.13.8 Where a Service Rebate is deemed to apply, we credit The Customer's account with the assessed amount in the following month.

3.13.9 The Customer will not be entitled to a Service Rebate where the Customer's account is overdue or managed within a payment plan. Rebates cannot be used to offset overdue amounts.

3.13.10 Zettagrid will use reasonable endeavours to ensure the availability and other characteristics of the Service, and to ensure provisioning, installation, response and rectification times will be met.

3.14 Support Services

3.14.1 Our Services include Support during commissioning and general use of the Services.

3.14.2 Our Support does not extend to administration of the Virtual Machine operating system or applications contained therein unless you have purchased an explicit management service contract.

3.14.3 Additional Support may be provided, although it may be at an additional cost to The Customer in the event that the reported problem is due to faults in The Customer's software, operating systems or applications.

3.14.4 In the event of an unscheduled outage or incident, we will communicate the details of the issues and expected resolution times via our website.

3.14.5 Our standard response time to any support issue raised is 8 Business Hours.

3.14.6 In the event of a Severity 1 incident, we will update our notifications every 60 minutes.

3.14.7 We cannot provide free support for:

a) faults that are outside our system; or

b) Customers that do not have an existing active subscription with us.

3.14.8 When communicating with The Customer, we will use the details stored in our MyAccount system. The Customer is obliged to keep these details updated.

3.14.9 Zettagrid may make incident reports available to affected Customers after a Severity 1 incident on our Status Page.

3.14.10 Zettagrid reserve the right to shut down or isolate any Service offering that is impacting, or will impact, service level agreements.

4 Data and Intellectual Property

4.1 Data Ownership

4.1.1 At all times, Customer Data remains the exclusive property of The Customer.

4.2 Data Import and Export

4.2.1 Customer Data (subject to any licence transfer limitations as per section 4.10) may be imported or exported from or to Zettagrid at any time by The Customer.

4.2.2 If The Customer is unable to retrieve this data using Zettagrid supplied self-provisioned means (i.e. File Download) and The Customer requests manual intervention by Zettagrid, then Zettagrid will charge The Customer an hourly rate for the copy and shipping of this data.

4.3 Data Retention

4.3.1 Once The Customer cancels a Service, The Customer Data pertaining to that Service shall not be retrievable from the cancellation date by The Customer in any shape or form.

4.3.2 Zettagrid may retain Metadata pertaining to The Customer account and usage for an indefinite period.

4.3.3 Zettagrid is obliged to retain specific Metadata for a period as specified by the Telecommunications (Interception and Access) Act 2015.

4.3.4 Zettagrid will erase The Customer Data from our systems no later than 90 days from the date of service cancellation.

4.4 Data Access

4.4.1 We will not attempt to gain access to the Customer Data without express written consent of the Customer.

4.4.2 We do not use Customer Data in order to generate revenue other than through provision and delivery of the Service.

4.4.3 If we are approached by law enforcement agencies it is our policy to provide the requested information upon receipt of a valid state or federal legal request.

4.4.4 We do not provide access to Customer Data to third parties other than law enforcement agencies as set out above.

4.5 Data Sovereignty

4.6 We store all Customer Data and backups of this data within Singapore however we may offer Products that store data outside of the Singaporean lawful jurisdiction. Where this is the case, we will identify that the Customer Data may be stored in a non-Singaporean location.

4.7 We cannot guarantee the service usage information (i.e. Internet traffic flows) and related Meta Data is not stored by our upstream communication providers in non-Singaporean locations.

4.8 Data Backup

4.8.1 Zettagrid will be responsible for backup of Zettagrid Data.

4.8.2 Zettagrid does not backup the Customer Data unless The Customer purchases a Zettagrid

Backup service.

4.8.3 The Customer is solely responsible for backup of Customer Data and for implementation of an appropriate retention strategy.

4.8.4 Where The Customer subscribes to a Zettagrid Backup Service, The Customer is responsible for setting up, maintaining, monitoring and testing backups.

4.9 Intellectual or Copyright Infringement

4.9.1 Where Zettagrid is provided with reasonable evidence from copyright or intellectual property owners or their agents that alleges that The Customer may be using the Service unlawfully we will:

a) Send The Customer an Alleged Copyright Infringement Notice (ACIN) by email. This email will contain the reference to specific alleged copyrighted content or unlawful activity.

b) Request that The Customer remove the alleged copyrighted content and or cease the alleged unlawful activity within 72 hours.

4.9.2 Where the provision of alleged copyrighted content or unlawful activity has not ceased after 72 hours from the receipt of the notice, Zettagrid will limit the Customers Services in order to enforce the restriction of the dissemination of alleged copyrighted content or the activity.

4.9.3 If The Customer provides reasonable evidence to suggest the unauthorised use of the Service or a breach and subsequent resolution of the Customers own policies resulted in the issue of the notice from the copyright holder, we may waive the ACIN.

4.9.4 Where we issue The Customer with more than three ACIN's within a 30 day period The Customer will be classified as a repeat offender and the Customers Service will be terminated under clause 3.9.1.

4.9.5 Intellectual property rights or copyright infringement complaints can be lodged via Support.

4.10 Licence Ownership

4.10.1 All software and licenses used to operate the Zettagrid environment are owned by Zettagrid.

4.10.2 The Customer is responsible for maintaining licenses to operate the software on Virtual Machines that have been provisioned in the

Zettagrid environment. The Customer must maintain valid licences at all times and Zettagrid retains the right to immediately discontinue the Customer's Service if The Customer is found to be in breach of any software licensing agreements.

4.11 Service Provider Bound Licenses

4.11.1 Where The Customer utilises a Service Provider Bound Licences (including but not limited to Microsoft, Citrix, F5, Trend), this license is non-transferrable and cannot be removed from the Zettagrid environment. Where an image of a Virtual Machine is transferred out of the Zettagrid environment we have the right to request the licence is removed from The Customer's Virtual Machine before approving the transfer. The Customer is responsible for obtaining valid applicable licence when using the Virtual Machine outside of the Zettagrid environment.

4.12 GPL Licensing

4.12.1 Where The Customer uses software that is licensed under GPL (http://www.gnu.org/licenses/gpl.html) The Customer is required to adhere to these license conditions. Operating systems licensed under GPL may be exported from the Zettagrid environment.

4.13 General Cybersecurity Obligations

4.13.1 Zettagrid shall establish and maintain safety and facility procedures, data security policies, procedures and such administrative, organisational, physical, procedural and technical measures (collectively, "Information Security Management System") to mitigate the risk of destruction, loss, unauthorised access and/or alteration of Zettagrid Data, which shall be aligned with industry best practices.

4.13.2 Zettagrid's Cyber Security Scope extends to Zettagrid Data only.

4.13.3 The Customer may contact Support to obtain further information on Zettagrid Information Security Management System policies.

4.14 Cyber Security Incidents

4.14.1 If we discover that The Customer Data has been lost or compromised or , we will comply with the Infocomm TR 62 : 2018 Guidelines for cloud outage incident response (COIR) (to the extent applicable to the provision of Services to the Customer) and any other relevant laws and

we will notify The Customer within 30 minutes after such discovery by email to the Customer's nominated email address or by telephone to the Customer's nominated representative, unless that notification would compromise a criminal investigation into the breach.

4.14.2 When we are in possession of evidence of criminal activity associated with the breach (such as evidence of hacker activity) we will notify appropriate law enforcement agencies.

4.14.3 We receive a request for information under clause 4.4.3 we will notify The Customer of this request unless otherwise requested by the law enforcement agency.

4.14.4 Upon the occurrence of a Cyber Security Incident pertaining to Zettagrid Data:

a) Zettagrid shall propose and provide The Customer with all remedial actions Zettagrid intends to take in order to mitigate the consequences and/or impacts associated with the Security Incident;

b) Zettagrid shall provide updates to The Customer on the status of the Security Incident and remediation efforts; The cadence of status updates will be determined by the severity of the Security Incident but will be not less than 30 minutes; and

c) assist The Customer in complying with its notification and information disclosure obligations about the Security Incident under the applicable laws (including to the relevant Regulatory Authority and affected organisations and/or Individuals).

4.14.5 All Customer specific information concerning the Security Incident shall be deemed to be The Customer's confidential information. Zettagrid shall not disclose any information regarding the Security Incident without The Customer's prior written consent.

4.14.6 Zettagrid acknowledges and agrees that The Customer and Zettagrid may be subject to investigations by a Regulatory Authority arising out of or in connection with any Security Incident. In such event, Zettagrid shall provide The Customer and/or the Regulatory Authority with full access to and copies of all relevant evidence including logs and audit trails.

4.14.7 The Customer may report a Security Incident or request further Security Handling information by contacting Support.

4.14.8 Security Incidents may be tracked on https://support.zettagrid.com

5 Facility Access & Equipment

5.1.1 The Customer is not permitted access to the physical equipment operating Zettagrid. Where media and temporary connection of a device is required The Customer must request this permission from Zettagrid. Zettagrid management has complete and sole discretion to authorise or deny this access.

5.1.2 We may use authorised 3rd party contractors to perform maintenance on the physical equipment. This includes but is not limited to data centre and telecommunications engineers and equipment vendor support personnel.

5.1.3 Where The Customer has Leased equipment, The Customer must submit a request via Support to obtain return shipping instructions.

6 Billing and Payments

6.1 Billing

6.1.1 We may bill The Customer for:

a) recurring or fixed charges, in advance for monthly contracts and monthly in arrears for contracts longer than a month;

b) variable charges, in arrears, including but not limited to excess traffic and license usage charges;

c) installation or set-up charges, before installation occurs or decommissioning charges; or

d) any equipment The Customer purchases from us, on or after delivery;

e) GST

6.1.2 We will bill The Customer in accordance with the billing period described in the Service Description or Validly Executed Service Order.

6.1.3 We will provide The Customer with reasonable information on the Customer's use of our services via the Zettagrid website.

6.1.4 Bills will be calculated by reference to data recorded, logged or received by our systems and our Suppliers and The Customer acknowledges that in calculating charges we need only look at that data as logged or received by Zettagrid or our Suppliers.

6.1.5 Bills may include charges from previous billing

periods where these have not been remitted.

6.1.6 We may reissue any invoice if any error is discovered. If The Customer has overpaid as a result of a billing error, the Customer's account will be credited with the overpayment or, if The Customer has stopped acquiring the Service from Zettagrid we will refund the overpayment within twenty (20) Business Days.

6.1.7 Subject to clause 6.2.1, The Customer must pay each amount billed by the due date specified in the bill and in the manner specified in the Service Description or Validly Executed Service Order .

6.1.8 Bills and receipts will be available in an electronic document format and distributed to The Customer via email.

6.2 Billing Disputes

6.2.1 Where The Customer disputes the invoice issued by Zettagrid please provide a written notice to us within ten (10) days of the issue date. The Customer will need to specify:

a) The specific line items in dispute; and

b) Reasons for disputing each of the charges.

6.2.2 The Customer will still be required to pay the undisputed amount by the due date detailed on the Invoice.

6.2.3 We will assess the validity and value of the Customer's billing dispute claims and provide a written response within five (5) Business Days.

6.2.4 Where a billing dispute is found to be in our favour The Customer will be required to pay the outstanding amounts by the invoice due date. Where the invoice due date has passed, The Customer will be obliged to pay all outstanding monies within two Business Days upon receipt of the notice of the billing dispute assessment.

6.2.5 Where a billing dispute is found to be in the Customer's favour, we will credit assessed billing dispute value on the applicable invoice within two Business Days upon dispatch of the notice of the billing dispute assessment.

6.3 Payments

6.3.1 The Customer is responsible for and must pay for all use of the Service, even unauthorised use.

6.3.2 We reserve the right to charge The Customer all fees specified in this Agreement, unless

otherwise agreed in writing by The Customer and Zettagrid.

6.3.3   The Customer may elect to have bills paid by way of:

a)   A direct debit from an account held by The Customer at an approved financial institution;

b)   An accepted credit card (Visa, MasterCard); or

c)   Direct deposit / Electronic Funds Transfer only for monthly subscription amounts over $10,000 (ex GST).

6.3.4   Accepted payment types vary for each Service. Please see the Service Description for accepted payment types for each Good and Service.

6.3.5   Zettagrid will send The Customer a Tax Invoice for Services on a calendar monthly basis or unless otherwise agreed in writing between The Customer and Zettagrid.

6.3.6   If the payment type is credit card or direct debit The Customer is responsible for ensuring there are sufficient funds available in their nominated credit card or direct debit account at any time, we bill the account.

6.3.7   Dishonour fees and any other charges, expenses or losses resulting from Zettagrid attempting to debit the credit card or direct debit account will be borne solely by the Customer.

6.3.8   The Customer authorises Zettagrid to charge any excess usage of their account at the current rate detailed on the Zettagrid Website.

6.3.9   Where The Customer provides a credit card for payment of reoccurring Services, The Customer authorises Zettagrid to debit this card for the fees and on a frequency as set out in the Website Pricing.

6.3.10   Zettagrid will notify The Customer by email, then by phone if the Customer's credit card is due to expire in the next billing period.

6.3.11   In addition to fees and charges The Customer incurs in the normal use the Service, we may charge The Customer an administration fee which may include cancellation fees, relocation fees and/or payment dishonour fees.

6.3.12   The Customer may exchange or receive a refund for equipment which has not been opened or used and has been returned to us within 30 days of purchase.

6.3.13   We reserve the right to suspend or terminate

the Customer's Service without notice upon rejection of any card, cheque or direct debit charges or if the Customer's card issuer (or its agent or affiliate) seeks return of payments previously made to Zettagrid when we believe The Customer is liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to Zettagrid.

6.4   Refund Policy

6.4.1   The Customer may request a refund of monies paid within the first seven days of the original date of purchase of a new Service. This is referred to as the "cooling off period".

6.4.2   All administration, registration and set-up fees are non-refundable.

6.4.3   Monies paid after the cooling off period are not refundable.

6.4.4   If The Customer validly terminates this Agreement as a result of our breach, the Customer's only remedy will be:

a)   In respect of Services, a refund for the services for which The Customer has paid in advance, but which have not been supplied by us, calculated at the applicable daily rate; and/or

b)   In respect of Goods, possession of the Goods.

c)   Payment of Service Level Rebates described in the Service Schedule.

7   Consumer Credit

7.1   Supply to Credit Reporting Agency

7.1.1   The Customer agrees that Zettagrid may give certain personal information (PII) about The Customer to a credit reporting agency.

7.1.2   The Customer agrees that Zettagrid may obtain information about The Customer from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing the Customers application for consumer credit.

7.1.3   The Customer agrees that Zettagrid may obtain a consumer credit report containing information about The Customer from a credit reporting agency for the purpose of assessing the Customer's application for commercial credit.

7.1.4   The Customer agrees that Zettagrid may exchange information with those credit providers named in the Customer's Application

or named in a consumer credit report issued by a credit reporting agency:

a) To assess an application by The Customer for credit.

b) To notify other credit providers of a default by the Customer.

c) To assess the Customer's credit worthiness.

7.1.5 The Customer understands that the information exchanged can include anything about the Customer's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Personal Data Protection Act (PDPA)..

8 Customer Personal Information

8.1 Collection, Use and Disclosure

8.1.1 We may be permitted or required by applicable laws to collect, use or disclose personal information (PII) about The Customer (which may include, for example, IP addresses, internet traffic information, numbers called, time of call, location of call), to:

a) the operator of the Integrated Public Number Database (IPND), which is an industry wide database of all public number customer data;

b) emergency services organisations; and

c) to law enforcement agencies and government agencies for purposes relating to the enforcement of criminal and other laws.

8.2 Opting-out

8.2.1 If The Customer wishes to only receive communications that are account-related or legally required, The Customer may request not to receive other communications ('opt out'). The Customer will need to contact our Support to make a request to opt-out. We will not charge The Customer for processing a request to opt-out.

8.3 Gaining Access To Your Information

8.3.1 If The Customer is an individual, you are entitled to:

a) gain access to the Customer's personal information held by Zettagrid, unless we are permitted or required by any applicable law to refuse such access; and

b) correct any personal information held by Zettagrid.

8.4 Providing Your Information

8.4.1 If The Customer does not provide part or all of the personal information we request, then we may refuse to supply, or limit the supply to The Customer of, personal credit or the Service.

8.5 Notices

8.5.1 All notices and changes shall be in writing and shall be emailed to the parties hereto at their respective email addresses.

8.6 Assignment

8.6.1 The Customer agrees not to assign or, transfer any of the Services provisioned by Zettagrid under this Agreement or any rights given by the use of this Service, unless prior written permission from an authorised officer from Zettagrid.

8.6.2 For the avoidance of doubt, Zettagrid has the right to assign our benefits and obligations of this Agreement to any third party.

8.6.3 The Customer undertakes to do all things necessary to ensure the transfer of the Customers obligations to Zettagrid's assignee, including executing new direct debit forms if necessary.

9 Other Terms

9.1 Our Rights

9.1.1 Zettagrid reserve the right to remove any information or materials, in whole or in part, that we, in our sole discretion, deem to be offensive, obscene, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

9.1.2 Zettagrid is under no obligation to monitor transmissions or published content on the Services. However, Zettagrid or our agents have the right to monitor such transmissions or published content from time to time.

9.2 Liability

9.2.1 Except where Zettagrid has or deliberately breached the Agreement, Zettagrid shall not be held liable in any way or by any means for any indirect, special or consequential damages, resulting from the use or the inability to use the Services or from any goods or Service purchased or obtained or message received or transaction entered into through Zettagrid or from unauthorised access to or alteration of The Customer transmission or data to the Customer's e-mail address or through

Zettagrid actions (whether negligent or otherwise), even if we have been advised of the possibility of such damages.

9.2.2 Zettagrid is not liable for any delay or failure to perform resulting directly or indirectly from any causes beyond our reasonable control.

9.2.3 Except where Zettagrid has or deliberately breached the Agreement, our liability to The Customer or any third party is limited to the Service Level Rebates described in the Service Schedule.

9.3 Precedence

9.3.1 Where any conflict or inconsistency exists in the documents and/or schedules the following precedence is in effect:

a) Zettagrid Website

b) General Terms and Conditions

c) Service Descriptions

d) Validly Executed Service Order

9.4 Warranties

9.4.1 Zettagrid warrants the Services as specified in the Service Description.

9.4.2 Zettagrid make no warranties that Services will meet the Customer's requirements, or that Services will be uninterrupted, secure, or error free, or the results that may be obtained from the use of Services, or to the accuracy or reliability of any communication or transmission of data, or the accuracy of any information obtained through Services or that defects in the software used to provide the Service will be corrected.

9.4.3 Zettagrid make no warranty regarding any Services or any transaction entered into through Services. We take no responsibility for the deletion or failure to backup Customer Data. No advice or information, whether oral or written, obtained by The Customer from Zettagrid or through Services shall create any warranty by Zettagrid.

9.5 Indemnification

9.5.1 The Customer agrees to indemnify Zettagrid from any claim or demand, arising out of the Service, including any violation of this Agreement by The Customer or any other person using the Customer's account, except that The Customer shall not be held liable in any way or by means for any indirect, special or

consequential damages in connection with the Service, or to the extent any losses suffered by Zettagrid are contributed to by Zettagrid's acts or omissions.

9.6 Complaints Procedure

9.6.1 We are committed to resolving customer complaints quickly and in a satisfactory manner. If The Customer has a complaint, we request that The Customer contact Support. A ticket number will be created and assigned to The Customer complaint.

9.6.2 We will formally respond to the complaint within 21 business days.

9.6.3 If The Customer is not satisfied with our review and response to the complaint The Customer may contact the Office of Fair Trading.

9.7 Rights of Third Parties under this Agreement

9.7.1 Third parties cannot enforce this Agreement under the Contracts (Rights of Third Parties) Act (Cap. 53B).

9.8 Waiver

9.8.1 If we do not, or if we delay the exercise or enforcement of any of our rights under this Agreement, we will not be considered to have waived our rights, and our rights to fully exercise and enforce all our rights under this Agreement will not be affected.

9.8.2 Any waiver shall be in writing and signed by the waiving party.

9.9 Governing Law

9.9.1 This Agreement shall be deemed to have been made in Singapore, and it shall be governed and interpreted according to the laws, including conflict of laws, applicable in the country of Singapore. Each of the parties submits to the jurisdiction of the Courts of Singapore.

9.10 Legal Capacity

9.10.1 The Customer confirms that their authorised representative is at least 18 years old and have the legal capacity to enter into this Agreement.