

1. Definition

- 1.1. The following terms and expressions shall have the following meanings:
 - 1.1.1. "Commencement Date" means the date the Customer subscribes for the Service.
 - 1.1.2. "Customer" means any person who applies or subscribes for or utilises the Service.
 - 1.1.3. "Service" means the SmartHome service which is the home automation system controlled by a central hub and smartphone app to control various devices around the home. It includes any related software provided by SingNet and downloaded to the Customer's computers or devices, as well as any future versions, improvements, developments, programming fixes, updates and upgrades thereto, and any documentation therefore in any form.
 - 1.1.4. "SingNet" means SingNet Pte Ltd.
 - 1.1.5. "Singtel" means Singapore Telecommunications Limited.
 - 1.1.6. "Singtel Group Company" means Singtel and each related corporation of Singtel, 'related corporation' having the meaning given to that term in Section 6 of the Singapore Companies Act, Chapter 50.
- 1.2. The following terms and conditions shall be incorporated by reference:
 - 1.2.1. General Terms and Conditions of Service (available at: <http://info.singtel.com/terms-general>) ("the General Terms");
 - 1.2.2. Specific Terms and Conditions for SingNet (available at <http://info.singtel.com/terms-broadband>); and
 - 1.2.3. Specific Terms and Conditions of SingNet Value Added Service (available at: <http://info.singtel.com/terms-broadband-vas>).
- 1.3. In the event of any conflict or inconsistency between any provision of these SmartHome Terms and the General Terms, the former shall prevail.

2. Subscription Fee, Charges and Termination of Service

- 2.1. A prevailing subscription fee shall apply. The Subscription Fee does not include internet access subscription charges and other fees chargeable by your telephone service provider or other third parties.
- 2.2. Each subscription of the Service is tied to a purchase of a WiFi Mesh package from SingNet at an amount to be determined by SingNet from time to time (one-time charge), Additional installation charges apply should Customer require installation assistance on additional devices.
- 2.3. AriTies WiFi Mesh: Each Singtel Fibre Broadband customer is limited to a maximum of four (4) units of WiFi Mesh purchase (1 Dual Pack and 2 Single Packs, or 2 Dual Packs). A monthly recurring charge with a contract period of 24 months applies, at \$10/month for a dual pack (\$240 in total) and \$5/month for a single pack (\$120 in total). Otherwise a Customer can opt to purchase the package at the prevailing rates at a one-time charge. Separate installation fees apply.
- 2.4. Linksys Velop WiFi Mesh: The default bundle is a triple pack which consists of three (3) nodes. A monthly recurring charge with a contract period of 24 months applies, at \$30/month for a triple pack (\$720 in total). There is no option to purchase the package at the prevailing rates at a one-time charge.

- 2.5. If the Customer terminates the subscription prior to expiry of the Minimum Subscription Period, an early termination charge ("ETC") shall be payable, which shall be computed as follows: $ETC = \text{Monthly Subscription Fee for the Service} \times \text{Number of remaining months of the Minimum Subscription Period (including the month of termination)}$

3. Eligibility for the Service and Registration for the Service

- 3.1. The requirements for eligibility for the Service are as follows if customer wishes to purchase WiFi Mesh Package on a monthly recurring charge: (a) Customer must be a Singaporean citizen or Permanent Resident in Singapore holding a valid NRIC or FIN; and (b) Customer must be an existing or new Singtel Fibre subscriber.
- 3.2. The Customer acknowledges and agrees that: (a) The Customer has provided all information SingNet requires in connection with his registration and application for the Service and that all such information, is accurate and complete; and (b) The Customer shall maintain and update the said information promptly so as to ensure its accuracy at all times.

4. License and Restrictions

- 4.1. The Service is provided to the Customer for the Customer's personal use only, and the Customer shall use the Service solely for lawful purposes. In this respect the Customer may not, without limitation:
- 4.1.1. expose any third party to material which is offensive, harmful to minors, indecent or otherwise objectionable in any way;
 - 4.1.2. use the Service to cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the privacy of, any third party; or
 - 4.1.3. use any material or content that is subject to any third party proprietary rights, unless you have a license or permission from the owner of such rights.
- 4.2. The Service is licensed, not sold. The Customer shall not:
- 4.2.1. sell, lease, sublicense, rent, loan, resell or otherwise transfer the Service with or without consideration;
 - 4.2.2. reverse engineer, decompile, or disassemble the Service, except to the extent the foregoing restriction is expressly prohibited by applicable law;
 - 4.2.3. modify or create derivative works based upon the Service in whole or in part;
 - 4.2.4. copy the Service except as expressly permitted herein;
 - 4.2.5. permit third parties to benefit from the use or functionality of the Service via a timesharing, service bureau or other arrangement; and
 - 4.2.6. remove any proprietary notices or labels on the Service.
- 4.3. SingNet may need to amend the Service from time to time (including but not limited to introducing new applications and modifying the user interface) without prior notice to the Customer.
- 4.4. The Customer shall, when required by SingNet or any regulatory authorities assist SingNet and the regulatory authorities in any investigation relating to the Service.

- 4.5. The Service may be incorporated into, and may itself incorporate, software and other technology owned and controlled by third parties. Any such third party software or technology that is incorporated in the Service falls under the scope of these WiFi Mesh Package Terms.

5. Ownership Rights

- 5.1. SingNet and its suppliers own and retain all right, title and interest in and to the Service, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein. The Customer's possession or use of the Service shall not transfer to the Customer any title to the intellectual property in the Service, and the Customer shall not acquire any rights to the Service except as expressly set forth in these WiFi Mesh Package Terms. Any copy of the Service authorized to be made hereunder must contain the same proprietary notices that appear on and in the Service. To the extent the Customer provides any comments or suggestions to SingNet, SingNet shall have the right to retain and use any such comments or suggestions regarding the Service in current or future products or services, without further compensation to the Customer or without the Customer's approval

6. Warranty and Disclaimer

- 6.1. Use of the Service enables the Customer to capture, store, and access video and still images taken by the Customer's cameras. SingNet cannot guarantee that the Customer will always be able to perform these functions without disruptions, delays or communication-related flaws, or that every video or image you may desire or need will always be stored or available to the Customer.
- 6.2. The Service is provided "as is" and SingNet makes no warranty as to its use or performance. Except for any warranty, condition, representation or term the extent to which cannot be excluded or limited by applicable law, SingNet, its suppliers, and authorized partners make no warranty, condition, representation, or term (express or implied, whether by statute, common law, custom, usage or otherwise) as to any matter including, without limitation, non-infringement of third party rights, merchantability, satisfactory quality, integration, or fitness for a particular purpose. SingNet does not warrant that the Service will satisfy the Customer's requirements or that the Service will be uninterrupted or error-free or that defects in the Service will be corrected or that the Service will not damage or interfere with other services or features of any device or equipment used by the Customer for the Service.

7. Limitation of Liability

- 7.1. The Customer acknowledges and accepts that SingNet and/or any Singtel Group Company:
 - 7.1.1. expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, express or implied, statutory or otherwise or any representations or warranties arising from usage or custom or trade or by operation of law, including (without limitation) as to the sequence, originality, correctness, completeness, accuracy, timelines, completeness, currency, non-infringement, merchantability or fitness for any particular purpose in relation to the Service;

7.1.2. shall not be liable to the Customer for any loss, liability, costs, damage, claim or compensation whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in tort, negligence or otherwise) in connection with the provision and/or use of the Service; and

7.1.3. to the fullest extent permitted by law exclude all warranties, rights and remedies (including warranties implied by statute or otherwise) that the Customer would otherwise be entitled to by law.

8. General

8.1. These WiFi Mesh Package Terms set forth all rights for the Customer in relation to use of the Service and contains the entire agreement between the parties. These WiFi Mesh Package Terms supersedes any other communications, representations or advertising relating to the Service.

8.2. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by SingNet. If any provision of these WiFi Mesh Package Terms is held invalid, the remainder of these WiFi Mesh Package Terms shall continue in full

8.3. SingNet reserves the right to alter, modify, add to or otherwise vary these Terms from time to time in such manner as SingNet deems appropriate. The Customer shall be bound by the terms and conditions so amended. In any event, if the Customer continues to use the Service after such amendment, the Customer shall be deemed to have accepted the amendments.