

## **Terms and Conditions**

1. GOIP will only process the order after this Sales Order Form has been filled in correctly and endorsed by all parties (Customer and GOIP).
2. The Customer shall provide accurate and complete information on the form. Any in-accurate/ in-complete information will incur extra time and cost for correction or rework.
3. GOIP shall not be liable to the Customer for any Product and/or Service provided beyond Installation / Service Activation.
4. The Customer shall in writing notify GOIP no less than one month before the expiry of the Minimum Commitment Term if they do not wish to renew the contract. After the expiration of the Minimum Commitment Term, the Term will be renewed automatically on a month-to-month basis and either party may terminate the Services with 30 days' written advanced notice that is accepted by the other party. Should Customer want to extend the Term at the same charge by another twelve (12) months, Customer shall notify GOIP in writing and such notification must be accepted by GOIP before the expiry of the Term. The Customer acknowledges that GOIP may revise the charges after the Minimum Commitment Term expires. In case of termination after the expiry of the Term, the Customer shall complete a service disconnection form provided by GOIP.
5. This offer is strictly confidential and should not be disclosed to third parties.
6. The Customer acknowledges that the Contact Person specified in this Order Confirmation shall be its authorized representative and GOIP, its agents and/or contractors may take instructions directly from the authorized representative on any matters relating to this Order Confirmation including configuration of equipment, function or feature setting of the equipment and service provisioning.
7. GOIP may terminate this contract by immediate written notice to the Customer if the Customer shall be in breach of any of its obligations under this contract and such breach is not remedied after 30 days' notice given by GOIP.
8. GOIP does not provide any warranties on the services and shall have no liability to the Customer or any party claiming through the Customer for any indirect, consequential or economic loss. GOIP shall not be responsible for any loss, error, delay or disruption of any data or information provided by, to or through the Customer, nor for any loss outside the control of GOIP.
9. GOIP aggregate liability to the Customer hereunder will under no circumstances exceed the total amount of monthly fees paid to GOIP by the Customer.
10. The Customer shall indemnify GOIP against all claims, losses, costs and liabilities howsoever arising from any breach of these terms by the Customer, or from the negligence of the Customer or any person authorized by the Customer.
11. Installation work is to be done only during normal office hours (i.e. 09:00-18:00 on Monday – Friday, except public holidays), unless or otherwise specified in the order form. Over-time charge will be required for installation work carried out during non-office hours.
12. The access speed of the services provided herein are measured and quoted in unit of Kilobit per second (Kbps), Megabit per second (Mbps) or Gigabit per second (Gbps).
13. Billing start date will be the Ready for Service (RFS) date as informed by GOIP.
14. The Customer acknowledges that GOIP may impose, and the Customer shall pay on demand if, (a) additional charges as per the applicable Tariff published at any time during and/or after the Minimum Commitment Term if any of the fixed lines subscribed are used for special application; or (b) additional charges incurred by GOIP due to regulatory changes or changes in interconnection charge arrangement between GOIP and other service provider(s).

## 15. Installation and Provision

- a) GOIP services will be activated within 30-60 days or on the day of the Ready For Service (RFS) Date indicated under Section 3. Service & Installation Details, whichever is later.
- b) Lead-time may be subject to delays caused by Building Management/ Data Centre or any other third parties due to unforeseen circumstances that are beyond the control of GOIP. Such delays may lead to an installation period of 60 days or longer.
- c) Customer shall give 5 working days' advance notice to GOIP for any change of the Ready For Service Date after signing this Service Order Form. RFS date for any order can only be revised twice, with any additional revision to be charged a one-time fee of US\$ 250 if RFS date revision is requested by Customer. Any revision of RFS date shall not deviate from the original RFS date by more than fifteen (15) days. If the service is not activated after the lapse of the RFS date that is caused by the Customer, GOIP has the right to cancel the order and levy a one-time penalty charge of US\$650 to recover the costs incurred to provision the service.
- d) Customer understands and agrees that the provision of the service is subject to the availability and discretion of GOIP or third party service provider(s). Some of the services are directly provided and supported by our partners and their services are subject to their own terms and conditions.
- e) GOIP reserves the right to replace any hardware provided with a fit-for-purpose equivalent.

## 16. Relocation of Service / Change of Installation Address

- a) The Customer should fill in the relocation form which can be found [here](#) for the request of relocation of service.
- b) The Customer will be charged a One Time Charge (OTC) of US\$ 650 for the relocation of circuit to the new location or OTC applicable for GOIP services that may replace this service should there be no coverage at the new location. Relocation charge will be levied in the next invoice after the completion of relocation.
- c) The Customer may relocate the Service to a new premise subject to the general relocation lead time of 30-60 days. All existing terms of the order shall apply to the new location after the relocation.
- d) GOIP has the right to charge the Customer the standard relocation charges for the respective service if the installation address is changed by the Customer before the activation of the Service without reasonable notice period.

## 17. Payment terms

- a) Invoices will be billed monthly in advance and are subject to prevailing GST/VAT/Sales tax or other government charges where applicable. The Customer hereby agrees to pay GOIP for all charges incurred on their monthly invoice. All charges are calculated and billed as listed in this order form.
- b) Billing will commence within no later than 7 business days after GOIP's confirmation of the Ready for Service Date.
- c) The Customer must pay all invoices in full within thirty (30) days after the issue date of GOIP's invoice without any set-off, counterclaim or deduction. Where applicable, GOIP may set-off any amounts it owes to the Customer against any amounts owed by the Customer to GOIP under this Agreement. GOIP may, in its sole discretion, charge interest from the due date, to any past due amounts at a per monthly rate of two (2) percent.
- d) Delay or non-payment of charges may lead to a suspension or termination of Services pursuant to the Clause 13.1 in the Agreement.
- e) The reconnection fee of USD250 will be charged for each reconnected service. The Customer may only request reconnection of the Services when the outstanding Fees and Charges have been settled.

**19. Cancellation of Service before Service Activation**

After the order is signed by both parties and accepted by GOIP, a cancellation charge will be applicable if the order is cancelled before the delivery date. The cancellation charge will be equivalent to the higher of the standard installation charge applicable for the relevant Services (regardless of whether it is waived or not) or a sum to recover the loss or damage borne by GOIP as a result of the cancellation of the service.

**20. Termination of Service**

- a) The Customer should fill in the termination form which can be found [here](#) for the request of termination of service.
- b) If the Customer terminates the service for any reason other than those in the Agreement within the minimum commitment term, the Customer will be billed for a hundred (100)% of the total monthly recurring charges for the remaining commitment term, unless this service order is replaced by a new service order of an equal or greater total contract value.
- c) After the expiry of the minimum committed term, the termination notice period is 30 working days after the date on which a termination form is signed by the Customer, received and accepted by GOIP. It will usually take 3 working days for GOIP and confirm the receipt and acceptance of the termination form signed by the Customer.
- d) The Customer should return the equipment (if any) provided by GOIP to GOIP within 30 days after the termination. For failure to return the equipment (if any) within 30 days after the termination, the Customer should pay the penalty which is the deposit amount of the equipment stated in the Service Order.
- e) Any deposit indicated under Section 4 Service and Charges shall be credited back to the Customer in the last invoice.
- f) In the Agreement, GOIP may terminate or suspend the Customer's use of the service without notice. Should GOIP agree to reactivate the service, a reactivation charge equivalent to the one-time installation charge or the respective service must be paid in advance before the reactivation of the service.

## Appendix 1

### Acceptance User Policy

1. The Customer shall ensure that it:
  - (a) obtains and maintains all licenses, approvals, consents or authorizations of the Government Authority that are necessary for it to perform its obligations under this order; and
  - (b) complies and remains in compliance at all times with all relevant laws, rules, ordinances, regulations and obligations of the Government Authority during its provision or use of Service (as the case may be).
2. The customer shall not use the telecommunications network to carry out any illegal business including any illegal or criminal activities which harm the national security or leak the national secrets through telecom network resources.
3. The customer shall not use the telecommunications network to spread the information which may harm the social security, spread the superstitious, feudal and pornographic information; steal or disclose national secrets, intelligence, or military secrets; stir national hatreds and discrimination, undermine the ethnic solidarity, organize cult activities, liaison with cult members to breach national laws or regulations.
4. The customer shall not use the telecommunications network to illegally intercept, tamper with, or delete others' emails or others emails or other users' data, and will not violate the other citizens' communication freedom and secrets.
5. The customer shall not use the telecommunications network to carry out theft, fraud, blackmail, racketeering and gambling.
6. The customer shall be responsible for promoting the telecommunications network's security and information safety, implementing enforceable supervision management, safeguarding and preventing any illegal activities.
7. The customer shall immediately adopt measures to stop transmission of harmful information and report to the relevant authority when any illegal criminal activities and harmful information have been discovered.
8. The customer shall be responsible to assist telecommunications operations in their operation management. Prosecuting the illegal criminal activities and harmful information and eliminating illegal or irregular business. The customer agrees that whenever the operators discover the transmission of any forbidden content via the customer's line or for illegal or irregular use, GOIP can terminate the relevant services immediately.