

SPECIFIC TERMS – Business Mobile Travel

This Specific Terms form the Agreement between you and SPTel Pte. Ltd. (Reg No. 199700517K) and may be amended by the Application Form.

It is agreed between the Parties as follows:

1. Service Definitions

“Acceptance”	Means in relation to a Service, the date of your activation of the Service.
“Content”	Means, not limited to, messages, alerts, reports, information generated by the systems supporting the Service and made available to you.
“Fault”	Means a fault or defect in the Service or any associated equipment or facilities that disrupts the Service (as set out in this Specific Terms).
“Business Mobile Travel (Business MT) Service” or “Service”	Means the grant to you of the right to use the Service as specified in the Order subject to and in accordance with the terms of this Specific Terms. SPTel is an authorized reseller of third party(s)’ Business MT Services.
“Business Mobile Travel Service Plan”	Means the Service option to which you subscribed to.

2. Business Mobile Travel (Business MT) Services

- 2.1 In relation to each Order, we will use reasonable endeavours to commence providing the Business MT Services pursuant to such Order on the date of Acceptance for such Service. Such Service will thereafter be provided for the Service Term subject to the termination clauses of this Specific Terms and the General Terms.
- 2.2 You shall provide any information as may be required by us for the activation and/or deactivation of the Business MT Services. We reserve the right to add, remove or change any service features from time to time.
- 2.3 You understand that Business MT Services is meant for light usage including but not limited to email, web surfing and point-of-sales transaction for their day-to-day business needs and uses a shared connection over our 4G/5G mobile network. The Service may not be suitable for applications such as video streaming, peer-to-peer streaming or downloading as such activities will cause congestion to the network and affect other customers using the Service.
- 2.4 We shall provide the management of the hardware and SIM card remotely as part of the Service. You shall be responsible for the hardware in your possession. Replacement for hardware damage and/or loss is chargeable (refer to replacement of damaged or loss hardware charges in Schedule B).
- 2.5 It is your sole responsibility to ensure that the use of the Service to transmit data is in compliance with all applicable laws and regulations. You must also maintain all responsibility for determining whether the Service or the information generated thereby is accurate or sufficient for their purposes.
- 2.6 You acknowledge that the Business MT Services provided are provided by third party(s) and resold by us to you.

- 2.7 You acknowledge that our third party supplier(s) have the right (but not the obligation) to monitor any and all transmissions via the Service. You further acknowledge and agree that our third party supplier(s) have the right and sole discretion to block, filter, remove, limit, delete or modify any material or Content transmitted by you through access and use of the Service in the event that such material or Content violates any of the terms and conditions herein.
- 2.8 Business MT Services are capped according to the respective plan's allowance in GB.
- 2.9 You may select to upgrade your subscription to a higher data bundle tier of Service or downgrade your subscription to a lower data bundle tier of Service at any time through written application. Early Termination Charges will be applicable if you upgrade or downgrade your subscription to a higher or lower data bundle tier of Service. For avoidance of doubt, any change to the subscription of Service will result in a new term of the Terms of Service, which shall commence on the date of the change. Any amount paid are non-refundable.
- 2.10 You acknowledge and agree that the Service is provided subject to factors including without limitation, availability of network and cloud infrastructure, technical capacity, device capability and Service provisioning time required by us to provide the Service. The Service is only available according to the service plan destination subscribed and speed of the Service may vary depending on coverage, location, devices used, network traffic and the type of data being transmitted. In addition, we may change or otherwise modify the Service or any aspect or feature of the Service in accordance with technological developments and market demands from time to time at our discretion and without any notice to you.

3. No Warranties

- 3.1 This Service is provided "as it" and without any representation of warranty, whether express, implied or statutory. We specifically disclaim any merchantability, fitness for a particular purpose.
- 3.2 We do not guarantee:
- 3.2.1 Continuous and uninterrupted performance of the Service.
- 3.3 We do not warrant the accuracy, reliability or quality of any Content obtained through the Service; and that the Service and access to them are error free and uninterrupted or available at all times.

4. Charges

4.1 The Charges shall include:-

- 1.1.1. One Time Charge of the Business MT Service plan, including LTE device; and
- 1.1.2. Business MT Service Plan top up Service Plan

4.2 Free bundled data shall be extended to normal usage unless otherwise stated. Excess usage above the Free Data Bundle will be suspended until the next top up.

4.3 The Charges payable in relation to each Order do not include, Business MT devices/hardware and/or professional service charges that you may have to incur in connection with the provision of the Service pursuant to such Order, unless otherwise stipulated in the online quotation.

4.4 We reserve the right to charge you for expenses incurred by us in investigating any Fault reported by you if the Fault is not due to or does not lie within our facilities or Network.

4.5 All orders are non-cancellable and all amounts are non-refundable.

5. Operational Terms and Conditions

5.1 We shall not be responsible for any technical issues that may arise from or in relation to any software or hardware that is not owned by us which you may have in use with the Service.

5.2 Either Party detecting a Fault in the Business MT Services shall notify the other Party as soon as reasonably possible. Our contact details will be provided in our service handover document. Your contact details shall be set out in our application form.

5.3 You acknowledge and agree that the technical means by which we supply the Business MT Service is entirely at our sole discretion.

5.4 You are entitled to grant the right on access to the Service to your employees, clients and partners or any other individuals but only on the basis set forth herein. You shall bear all responsibilities for the consequences arising from the access to Service provided by you to your employees, clients, partners or other third parties.

6. Rights in Business MT Services

6.1 The provision of Business MT Services pursuant to any Order does not give you any right, title or proprietary interest in the Business MT Services.

6.2 You do not have any rights to:

- 6.2.1 modify, alter, tamper with, repair, or otherwise create derivative works of the Service;
- 6.2.2 reverse engineer, disassemble, or decompile the Service or apply any other process or procedure to derive the source code of the Service;
- 6.2.3 access or use the Service in a way intended to avoid incurring fees or exceeding usage limits or quotas;
- 6.2.4 resell or sublicense the Service;
- 6.2.5 attempt to disable or circumvent any security mechanisms used by the Service;
- 6.2.6 use the Service to perform a malicious activity; or
- 6.2.7 upload or otherwise process any malicious Content to or through the Service.

6.3 Except as expressly permitted under this Specific Terms or an Order, you must not grant any third party any right to use any Business MT Services that has been provided to you.

7. Termination Rights supplementing the General Terms

7.1 Where the provision of Business MT Services is conditional on you subscribing to other services with us or satisfying minimum requirements of subscription to such other services from us (“Service Condition”), any violation of the Service Condition will also automatically terminate the Business MT Services, and you will be liable for Early Termination Charges.

7.2 Where the Business MT Services is subscribed as a secondary service to other Services provided by us, the termination of said Services would automatically terminate the Business MT Services. In this event, an Early Termination Charge in respect of the Business MT Services may be payable.

7.3 In addition to the grounds for suspension and termination set forth in our General Terms and Conditions, we reserve the right to suspend or terminate the Service or any part thereof, or to cease to provide you with the Service at any time in our discretion and without any liability to you whatsoever if:

- a. the use of the Service or device that seriously affects the stability or the security of the Business MT network; or

- b. provision of the Service or any part of this Agreement becomes unlawful, unenforceable, invalid or illegal for any reason.
- 7.4 Any such suspension or termination shall be without prejudice to our accrued rights and all other rights and remedies available to us at law or equity.
- 7.5 The minimum period of Service shall be indicated in the Order. Unless otherwise agreed to in writing, when the minimum period of Service expires, this Agreement will not be automatically renewed until top up of Service plan is subscribed.
- 7.6 Without limiting the foregoing, Clause 4 and 5 will survive any expiration or termination of this Agreement. Upon the effective date of termination of the Agreement for any reason: (a) all rights granted to you under this Agreement, including your right to use the Service, will immediately terminate; (b) you must stop all use of the Service, and (c) you must return or, if we request, destroy any Confidential Information.

SCHEDULE A: SERVICE SPECIFICATIONS

SPTel Business Mobile Travel (MT) service is an innovative SIM solution to enable businesses to stay connect anytime, anywhere at a very competitive price. With multiple tier one Global mobile networks in an LTE device, businesses will be having the maximum uptime of Internet seamlessly.

The following table specifically describes the features and service options.

	Travel 100 APAC	Travel 260 APAC	Travel Unlimited APAC	Travel 100 Global	Travel 260 Global	Travel Unlimited Global
Data Bundle	100GB	260GB	Unlimited	100GB	260GB	Unlimited
Excess Data Behaviour	Data suspends until next top up		Unlimited	Data suspends until next top up		Unlimited
Hardware	4G Device or 5G Device					

SCHEDULE B: CHARGES

No.	Item	Charges (Price before GST)
1.	One-Time Charge	Refer to the Order.
2	Early Termination Charge for cancellation/termination of Order before Service commencement	One-Time Charge (if not yet paid) plus all costs and third party liabilities incurred by us as of date of termination.
3	Early Termination Charge for termination during Service Term	All Charges payable for the Service Term are non-refundable.
4	Early Termination Charge for upgrading or downgrading during Service Term	All Charges payable for the Service Term are non-refundable.
5	Hardware Replacement Cost due to loss or user negligence	4G Device: \$180 5G Device: \$230
6	Delivery charge	\$40 per trip

We reserve the right to charge for any ancillary services relating to the provision of the Services. Charges will be provided to you in a rate card whenever requested. Your agreement to these charges will be sought prior to the commencement of the Services.