



Terms of Use

Preamble

1. "XLVoice" is a brandname used by SuperInternet ACCESS Pte Ltd ("SuperInternet") for a Voice Over IP service. These Terms of Use constitute the agreement ("Agreement") between SuperInternet ("we," "us" or "SuperInternet") and the user ("you," "End User" or "Customer") of XLVoice Services regardless of variant of the said Services and any related products or Services ("Service", "Services" or "Service Variants").
2. This Agreement governs both the Service and any devices, such as an IP phone, Analog Telephone Adapter or any other IP connection device including a software program, ("Device" or "Equipment" or "Program") used in conjunction with the Service whether or not the said Equipment is provided by SuperInternet or procured independently.
3. By accessing the XLVoice websites and/or registering or activating or otherwise using the Service, you acknowledge that you have received, read and understood and accepted this Agreement, and furthermore that you represent that you are of legal age and have the capacity to enter this Agreement and become bound by its terms. Furthermore, you warrant that all information given by you is correct and valid and agree to notify us of any change in any of the particulars provided so long as you continue to use the Service.
4. If you have purchased the Service or Equipment from any XLVoice reseller or retail dealer, you will be deemed a "Retail Customer" and will be governed by certain Retail Customer terms and conditions as set forth herein.
5. SuperInternet shall not accept and you agree not to plead that any use of the Service or Materials was made under duress or used under protest. SuperInternet shall immediately withdraw and / or terminate services in the event of any intimation on your part as to legal action in any jurisdiction.
6. XLVoice reserves the right, to update or revise this Agreement from time to time and at anytime. Should you be unable or unwilling to accept any modified term or condition, you must notify us in writing via Fax or physical postal mail within 7 days of the date of the said modification. SuperInternet shall, at its sole discretion, then either offer to allow you to continue the service on the previous terms and conditions or refund you the balance in your account and then effect a termination of services to you.
7. In the absence of any notice as mentioned above, each time you log in or otherwise accesses the XLVoice website or uses the Service following the posting of any changes to these Terms of Use, you shall be deemed to have accepted these changes regardless of whether you have actually checked or visited the Terms of Use portion of the site.
8. This Agreement includes some portions with Terms relating only to some aspects or variants of the Service. Unless otherwise explicitly excluded, all Terms shall apply to all variants of the Service to the extent that such a Term or Condition is impossible to implement or otherwise reduces to absurdity in any such case. Where SuperInternet is

able to show that any said Term or Condition is in fact capable of relating to the entire service, the burden of proof shall be upon you in any pleading that the said Term or Condition is impossible to implement or otherwise reduces to absurdity.

9. SuperInternet warrants that we are licensed to provide the Service within the Republic of Singapore. SuperInternet makes no representation whatsoever as to the legality of the Service in any other country. You agree to indemnify and keep SuperInternet indemnified for any proceedings brought against us as a direct consequence of your use of the Service in a jurisdiction where the said Service is prohibited.

The Service

10. The Service is a VoIP service offered on a prepaid basis with a monthly subscription fee for Services and any other Value Added Services (“VAS”).

11. The Service provides for the ability to make a voice call from one subscriber to another and also from a subscriber to a PSTN phone number through the use of a Device and Internet Access which meets the following criteria:

11.1. Unimpeded Constantly Sustainable Bandwidth of at least 32kbps over the Internet from the Device to SuperInternet’s servers located within Autonomous System 4844 (AS4844). SuperInternet warrants that the links between AS4844 and all BGP neighbour AS shall at all material times have at least 32kbps free for the conveyance of the said voice call.

11.2. A globally routable IP address assigned to the Device. If the said IP addresses is indirectly assigned to the Device through Network Address Translation (NAT), the intermediary device must allow for the general operation of Session Initiation Protocol (SIP) including but not limited to allowing for Media Streams to be initiated remotely. SuperInternet warrants that the Devices listed in the Supported Device List shall work with the Services. Conversely, SuperInternet does not warrant that the Service will work with any NAT device in any configuration.

11.3. By way of clarification and for the avoidance of doubt, it is hereby explicitly stated that the XLVoice Service is not intended to work when the Device is placed behind what is generally known as a Firewall.

12. SuperInternet shall in no way be responsible for any inability to use the service and shall not be required in any way to train you in the use of the Service unless a separate fee has been agreed upon for this additional work.

13. Notwithstanding the above, SuperInternet shall provide on an ex-gratia basis and explicitly on the understanding that no liability attaches, a Customer Service facility reachable by Phone and Email for the handling of any technical issues faced by you. This facility shall operate during the hours so stipulated on the Contact page of the XLVoice website. In general, the facility shall be operational only during normal working hours, Singapore time.

14. The abovementioned facility shall only provide assistance to users using a device on the Supported Device List.

15. Where SuperInternet is able to show that there are, at the time in question, a substantial number of other XLVoice users actively using the Service, the burden of proof shall lie with you in any pleading to show that the Service is inoperational.

XLVoice-Open

16. The Terms and Conditions in this section relate only to the XLVoice-Open service

16.1. XLVoice-Open is provided on the basis that any Device required shall be procured by you independently.

16.2. A portal site shall be provided for your registration to XLVoice-Open.

16.3. Activation shall be after verification of your Registration details.

16.4. Upon Activation, you Account shall have a token sum allowing you to make one or more voice calls depending on duration.

16.5. Should you decide to continue using XLVoice-Open, you shall Top-Up the account to a balance sufficient for your purposes but not less than the amount required for the monthly Service fee.

16.6. Should you choose to not want the Account, you may notify us in writing or simply neglect to top up the said Account.

16.7. Any Account with a negative balance which has not been credited with any Top-Up value for 6 months shall be deleted and the number may be reused at our discretion.

XLVoice DID VAS

17. The XLVoice DID VAS provides for a direct publically reachable phone number, specifically, an E.164 phone number, within the +65 or other country code (“DID Number”). You shall have no rights, title or interest whatsoever whether legal or equitable, to the DID Number save as explicitly granted by this Agreement.

18. Upon payment of the stipulated monthly fee for this VAS, SuperInternet grants you an exclusive license for the said month in which the fee was paid to use the said DID Number for the purpose of receiving incoming voice calls from the global PSTN to the Service.

19. You may publish or otherwise make known this DID Number without reference to XLVoice and/or SuperInternet whatsoever.

20. You may publish or otherwise make known this DID Number with reference to XLVoice and/or SuperInternet provided that no defamatory, derogatory or otherwise disparaging references are made in association with or related to the service.

21. SuperInternet does not warrant that the DID Number will show as the Calling Line Identification (CLID) to the Called Party in all circumstances.

22. SuperInternet make no representation as to any past or previous licensee of the DID Number so assigned.

23. SuperInternet shall not be held responsible for any calls received on the DID Number and hereby explicitly notifies you that calls from unknown parties may be expected on this DID Number as with any other DID Number generally available.

24. You agree to only use the DID Number for lawful purposes and in a lawful manner as dictated by the laws of Singapore.

25. While SuperInternet shall endeavour to continue to provide the same DID number to you from month to month, it is foreseeable that a change of DID number may be necessary at some point of time including but not limited to renumbering by the IDA. In the event that the DID Number licenced in the previous month becomes unavailable the following month, SuperInternet shall seek to offer an alternative DID and a forwarding or announcement service for at least 3 months but does not guarantee the availability of this.

26. Notwithstanding the above, your sole remedy in any event in any matter related to the DID VAS shall be limited to the One-Time-Charge paid by you at the time of activation of the service.

Collection of Information and Law Enforcement Assistance

27. As per the requirements put forth by the IDA, SuperInternet shall require you to produce an appropriate identification document and shall make a copy of the said document.

28. The said identification document shall include but is not limited to your identify card issued under the National Registration Act (Cap. 201), passport or Employment Pass.

29. SuperInternet shall maintain a register containing records of users and their particulars which shall be made available for inspection by authorised Singapore government agencies.

30. SuperInternet is required to and readily co-operates with authorised government agencies in supplying information about usage of the Service.

Billing and Disputes

31. You shall be assigned an Account number upon registering and successful activation of the XLVoice service. This Account relates the prepaid monetary balance which you have with SuperInternet for the use of the Service. This Account may relate to one or more Services to which you have subscribed. You may also be assigned multiple Accounts if you have subscribed to multiple Services. SuperInternet shall not entertain requests for the consolidation or division of Accounts.

32. SuperInternet shall deduct from the Account on a monthly basis the applicable Fee for the Service Variant regardless of whether the Service has actually been put to use by the user. It shall not be a course of action that any non-usage of the Service attracts any refund or waiver whatsoever.

33. All Monthly fees are deducted at the start of the month. If the Service was activated beyond the 15th of the previous month, the Service fee shall be half that of a full month. Should the Service be activated before the 15th of the previous month, the full monthly fee for the service shall be debited notwithstanding the fact that a complete month was not rendered. You are advised to time your activations accordingly.

34. SuperInternet shall also deduct from the Account the stipulated charges for any and all calls made. The call charges may be in blocks of 1 minute, 6 secs, or 1 sec depending on the specific Service Variant. This deduction shall generally be made immediately upon completion of the call but notwithstanding this, SuperInternet reserves the right to debit the Account for previously uncharged calls up to 6 months after the date of the said call so long as the Call Detail Records show that the call was in fact made and yet uncharged.

35. Should any deduction result in a negative balance, the Service shall be disabled resulting in the failure of all voice calls from the Device configured with the Account in question. You should then Top-up the Account to a positive balance value in order to continue using the Service.

36. Should any Account remain with a negative balance for 6 months, SuperInternet may, at its sole discretion, terminate the said account and reassign any resources related

to that account to other users. This includes especially but is not limited to the DID Number or XLVoice Extension number associated with the Account and the Account number itself.

37. You should keep your Account(s) in a positive balance. The mechanism for Account top-up is via the XLVoice portal which is linked to a credit card clearing facility. Should you wish to top-up the account via Cash or NETS at our office, an administrative charge shall apply.

38. The Service provides for Call Detail Records for the past 90 days only. You are advised to save or print your call history if you require the records for any other purposes.

39. Where SuperInternet accepts a Purchase Order (whether by Fax, Email or verbal), unless otherwise stated, the charges debited from the account shall be for the cost of the device plus sales tax, if any, and shipping and handling charges. You shall be responsible for any and all import and/or government duties and fees associated with the delivery of such Device to you. Local rules and regulations vary and you are encouraged to review these costs prior to making any Device purchase outside of Singapore.

40. Any dispute as to charges billed to the Account must be made in writing within 7 days of the disputed charge and should be directed to Email: support@xlvoice.com or Fax: +65 6862-2660.

Misuse / Termination / Suspension

41. Should you wish to terminate your Account, any credit balance in the Account shall be refunded to you within 90 days subject to an administrative charge of \$10. Should you have more than 1 Account and wish to terminate all of your Accounts, the administrative charge shall be applied to each and every account. The mode of refund shall be via cheque made on a Singapore bank and mailed to the address as stated in your Account details.

42. SuperInternet may terminate your account for violation of the Acceptable Use Policy of the Services or if you have used the Service in any way as to violate any law to which SuperInternet is subjected.

43. Should SuperInternet choose to terminate your account, any credit balance in your account shall be returned to you with the notice of termination which shall be mailed to the address as stated in your Account details.

44. The Service may not be transferred or used by any party other than that shown on the registration details of the Account.

45. No more than one login session can be active at a time by a user. Accounts logged as attempting to secure multiple simultaneous logins shall be subject to suspension or termination.

Exclusion of Liability / Disclaimer

46. In no event shall SuperInternet, its officers, directors, employees, affiliates or agents or any other service provider who furnishes services to you in connection with this Agreement or the Service be liable for any incidental, indirect, special, punitive, exemplary or consequential damages, or for any damages, including but not limited to loss of data, loss of revenue or profits, or arising out of or in connection with the use or inability to use the Service, including inability to be able to dial emergency numbers or to access emergency service personnel through the Service. The limitations set forth herein

apply to claims founded in breach of contract, breach of warranty, products liability, tort and any and all other theories of liability You acknowledge that SuperInternet exercises no control over the calls incoming to the Service. Accordingly, SuperInternet makes no warranties of any kind as to the nature, origin, type or time of calls received via the Service.

47. You shall bear all responsibility and risk in relation to its use of the Service. SuperInternet and all third parties who contribute to the Service shall not be held liable for any incidental, indirect, special, punitive, exemplary or consequential damages, or in any way for any loss, loss of data, damage, cost, loss of revenue or profits or lost savings (including consequential loss or damage) the Client might incur due to the use, non-availability for use, or inability to use the Service, including inability to be able to dial emergency numbers or to access emergency service personnel through the Service or any loss of calls resulting from delays, non-deliveries, misdeliveries or Service interruptions and this shall apply whether or not SuperInternet was informed of the likelihood of any particular type of damages.

48. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY HEREIN, SUPERINTERNET'S TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT AND AT LAW SHALL BE LIMITED TO ONE (1) MONTH OF SERVICE FEES PAYABLE BY YOU FOR SERVICE IN WHICH THE PROBLEM OCCURRED. IN RESPECT OF ANY INJURY TO PERSON CAUSED BY SUPERINTERNET'S NEGLIGENCE, SUPERINTERNET'S LIABILITY SHALL NOT EXCEED THE AMOUNT OF DIRECT DAMAGES TO THE SAID PERSON.

Indemnity

49. You shall indemnify and keep SuperInternet and third parties who contribute to the Service, indemnified against any claims, proceedings, loss (whether direct, indirect or consequential), damage, cost (including legal costs on a full indemnity basis) arising out of or in connection with any acts by you, any breach of the terms or conditions of this Agreement by you, or any materials or information communicated by you, which leads wholly or partially to claims against SuperInternet or any third party who contributed to the Service.

Dispute resolution

50. In the event of any differences or disputes arising out of or in connection with this Agreement or the Service, you and SuperInternet shall use all best endeavours to reach an amicable settlement; failing which the dispute or difference shall be referred to and finally resolved by arbitration in Singapore in accordance with the Rules of the Singapore International Arbitration Centre ("SIAC"). The arbitration shall be conducted by a single arbitrator appointed by the mutual agreement of the parties in accordance with the rules of SIAC, of failing such agreement by the Chairman of the SIAC. The language of the arbitration proceedings shall be English.

51. Notwithstanding and without prejudice to the foregoing, nothing herein shall prevent SuperInternet or you from seeking and obtaining temporary equitable remedies, including temporary restraining orders, from a Singapore court with jurisdiction over the parties or subject matters. A request to a court for interim equitable relief shall not be deemed a waiver of the obligation to arbitrate.

No waiver

52. No failure on the part of either party hereto to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby by law.

Assignment

53. SuperInternet may assign or transfer any or all of its rights and duties under this Agreement to others at any time.

54. You shall not assign or transfer any or all rights and obligations under this Agreement or any part thereof to others without the prior written consent of SuperInternet which shall not be unreasonably withheld.

Force majeure

55. SuperInternet shall not be deemed to be in breach of this Agreement, or otherwise be liable by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any cause or circumstances beyond its reasonable control including but not limited to acts of God, legislative or governmental act, including especially any change in the Telecommunications Act or associated subsidiary legislation, strikes, war or riot or civil commotion (collectively and individually "Force Majeure Event"). SuperInternet shall, for the duration of any Force Majeure Event, be relieved of that obligation which is affected by the said event.

56. If the Force Majeure Event in question prevails for a continuous period in excess of 6 months, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

Notices

57. Notices, demands or other communications from SuperInternet to you will be delivered personally, sent by postal mail, by facsimile or email transmission to such address, facsimile number or email address provided in your registration details.

58. All communications to SuperInternet shall be sent to it by post or facsimile to the following address and number:

Address: 2 International Business Park
#09-01, Tower 1 The Strategy,
Singapore 608838, Singapore
Fax: +65 6862 2660

59. Any such notice, demand or communication shall be deemed to have been duly served (if delivered personally) on delivery against an acknowledgment of receipt or, (if given or made by facsimile or email) immediately or, (if given or made by letter) two (2) days after posting if posted within Singapore, seven (7) days if posted from outside Singapore and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

60. If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any legislation or any court or authority of competent jurisdiction to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further.

61. This Agreement embodies all the terms and conditions agreed upon between the parties hereto as to the subject matter of this Agreement and supercedes and cancels in all respects all previous agreements and undertakings, if any, between the parties hereto with respect to the subject matter hereof, whether such be oral or written.

62. This Agreement is governed by, and shall be construed in accordance with, the laws of the Republic of Singapore.