



## **Absolute Telecom Pte Ltd General Terms & Conditions**

### **1. General**

- 1.1 Absolute Telecom Pte Ltd (hereinafter referred as Absolute) reserves the right to approve or reject the customer's application for opening of account with Absolute without giving any reason therefore to the customer.
- 1.2 The customer agrees and acknowledges that by completing the registration form online or offline,
  - a. The customer is deemed to have accepted and agreed to be bound by the prevailing terms and conditions.
  - b. Absolute may revise these terms and conditions in such manner and at such times as Absolute in its sole discretion deem fit.
  - c. Absolute may from time to time vary or revise the charges, calling rates and payment terms and such variation shall be effective as from the date specified by Absolute.

### **2. Customer's obligation**

- 2.1 The customer agrees and undertakes to pay Absolute promptly all the Fees and Charges and any other sum due or payable on the due date with respect to the provision of the Service without any set-off, counterclaim, deduction or withholding whatsoever.
- 2.2 In the event that the customer disputes any amount stated in the bill and intends to withhold payment of the amount, the customer must give Absolute a written notice of such dispute before the due date and must state in such notice the grounds and reasons for such dispute. Notwithstanding any such dispute, the customer shall make payment of the charges or amount of the bill to Absolute that is not in dispute.
- 2.3 The customer agrees and undertakes to keep confidential and safeguard any password/pin provided by Absolute, and pay Absolute all fees arising from the use of the customer's password/pin, regardless of whether the use was authorized by the customer.
- 2.3 The customer is responsible for the numbers registered with Absolute as authorized to use the Absolute services on the customer's account, and pay absolute all fees arising from the use of these registered numbers, regardless of whether the access or use were authorized by the customer.
- 2.4 The customer agrees and undertakes to update Absolute immediately of any changes to the information provided in the registration form.
- 2.5 The customer agrees and undertakes to notify Absolute immediately if the customer's credit card is lost, stolen, expired or is terminated for any reason.
- 2.6 The customer agrees and undertakes to notify Absolute immediately if the customer decides to terminate Giro/authorization to debit customer bank account.
- 2.7 The customer agrees and undertakes to settle all bills promptly by due date, failing which interest of 2% per month will be levied on the outstanding amount, subject to a minimum fee of S\$10.00.

### **3. Payment Plans**

- 3.1 Absolute accepts the following mode of payment:

#### **3.1.1 Credit Card**

- Customer agrees that any charges made with Absolute's services will be billed monthly to the customer's card and be subjected to the same terms and conditions governing the credit card account.

- Customer agrees that if customer is unable to settle the bill for the services rendered with the credit card company for any reason, the Customer agrees to settle the bill via bank draft or cheque in Singapore dollar drawn on a bank in Singapore, or by other means and within the time frame as specified by Absolute.

- Customer shall notify Absolute immediately upon it becoming aware that the customer credit card is lost, stolen, expired or is terminated for any reason, or in any circumstances which will result in Absolute being unable to deduct outstanding charges to the designated credit card. Customer shall continue to be liable for any outstanding charges.

#### **3.1.2 Giro**

- Customer agrees to complete an Interbank GIRO form that allows Absolute to deduct the bill directly from the customer's bank account.

- Customer agrees that in any circumstance which will result in Absolute being unable to deduct the bill from the designated bank account, the customer agrees to settle the bill via bank draft or cheque in Singapore dollar drawn on a bank in Singapore, or by other means and within the time frame as specified by Absolute.

- Absolute shall obtain the approval of Customer's authorization from the relevant bank before the activation of the customer's account.

#### **3.1.3 Cheque/Cash**

- Customer who is non-Singaporean or non-permanent resident shall pay a deposit of S\$100 to Absolute for the purpose of opening of an account. The deposit will be refunded upon termination of account and payment of all outstanding charges.

- 3.2 The credit limit is S\$100 per month for every residential account. Absolute may request additional deposit from time to time depending on the account usage.
- 3.3 Absolute may issue interim bill to customer once the credit limit is reached. Customer is required to make payment immediately.
- 3.4 Absolute reserves the right to suspend or terminate service(s) without any notice to the Customer if the invoices are not settled in full after the payment due date or any deposit required by Absolute is not paid. Absolute shall not be liable for losses, damages, liability, claims, expenses or costs which may be incurred by the customer as a result of Absolute's right to suspend or terminate the service.

### **4 Disclaimer**

- 4.1 Absolute does not warrant availability of the service at all times or commencing the supply of service at a certain time.
- 4.2 Absolute shall use all reasonable endeavors to ensure the continuity and efficiency of the services at all times, but under no circumstances shall Absolute be liable in respect of any claim (whether contractual, tortious, statutory or otherwise) for any form of damages, loss, costs, injury or harm sustained or incurred by the Customer resulting directly or indirectly out of the services, or any failure of, or interruption or delay to the services and including without limitation damages, loss, costs, injury or harm in the nature of special, consequential, general, incidental or other damages or loss (including loss of revenue, loss of profit, loss of business or loss arising from claims by third party) notwithstanding that Absolute may be aware or ought to have been aware of the possibility of any such damages, loss, costs, injury or harm.
- 4.3 Customer shall solely be responsible and liable and shall indemnify and keep indemnified Absolute and/or its agents against all liabilities for any losses or damages arising from the use of Absolute's services.

### **5 Assignment**

- 5.1 This agreement may be assigned by Absolute at any time without the consent of the customer.
- 5.2 The customer shall not assign, transfer or encumber any or all of its right, interest and obligations under the agreement to any party without the prior written consent of Absolute.

### **6. Governing law and jurisdiction**

This Agreement is governed by and shall be construed in accordance with the laws of Singapore and the parties hereto submit to the non-exclusive jurisdiction of the courts of Singapore.