



This Service Agreement is between

MyBizTel

and

This Agreement shall become effective as of the Effective Date above and shall remain effective until terminated as provided hereunder.



MyBizTel Terms of Service Agreement

(Correct as of 23 July 2015)

This MyBizTel Terms of Service Agreement (the "Agreement") is entered into by and between MyBizTel ("MyBizTel") and the entity agreeing to these terms ("Customer"). MyBizTel and Customer is herein after referred to individually as a "Party" and collectively as the "Parties". This Agreement is effective as of the date Customer complete the MyBizTel Account registration process (the "Effective Date").

1. Definitions

"**Brand Assets**" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

"**Customer Data**" means data provided, generated, transmitted or displayed via the MyBizTel Services by Customer or End Users.

"**End Users**" means the individual users whom Customer permits to use the MyBizTel Services.

"**MyBizTel Services**" means the software and services provided by MyBizTel on www.MyBizTel.com and other designated websites, including associated offline and mobile components.

"**Order Form**" means the MyBizTel provided order form or page that Customer completes in signing up for the MyBizTel Services.

"**Selling Rate**" means the actual prices for the subscription and usages of the MyBizTel Services paid for by the Customer.

2. Use of Service.

Data Transfer. As part of providing the MyBizTel Services, MyBizTel may transfer, store and process Customer Data within MyBizTel facilities in Singapore, Malaysia, Hong Kong, Vietnam, United States and Japan. By using the MyBizTel Services, Customer consents to this transfer, processing and storage of Customer Data.

Revising Rates. MyBizTel may make commercially reasonable changes to the MyBizTel Services Selling Rate by providing Customer with written notice (which may be by email) at least seven days prior to the start of the new rates.



Inactive Customer Account. Customer Account with no active subscription and no active usage of the MyBizTel Services over 180 days is considered an Inactive Customer Account. Unused MyBizTel credit balance in an Inactive Customer Account will expire and is not refundable.

Subscription. Customers may have to purchase subscriptions to use certain MyBizTel Services. Subject to availability, the subscription can be purchased with either monthly or annual renewal option.

Refund Policy. All purchases are final and non-refundable. If you believe that MyBizTel has charged you in error, you must contact us within 30 days of such charge. No refunds will be given for any charges more than 30 days old. We reserve the right to issue refunds or credits at our sole discretion. An administrative fee will be levied on each refund to recover the processing cost and bank charges.

Modifications To Terms of Service. MyBizTel may modify this Agreement, including SLA and Data Policy, at any time by posting a revised version on the MyBizTel.com website. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the MyBizTel Services after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms.

3. MyBizTel's Obligations.

Provision of MyBizTel Services. MyBizTel Services will be made available to paying Customers with the SLA, Data Policy, and standard support provided at no additional charge and/or premium support if purchased.

Facilities. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where MyBizTel stores and processes its own information of a similar type. MyBizTel has implemented industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data and protect against unauthorized access to or use of Customer Data.

4. Customer Obligations.

Acceptable Use of Service. Customers agree not to, and not to allow Customer's End Users, to use the MyBizTel Services:

- to violate, or encourage the violation of, the legal rights of others;
- for any unlawful, invasive, infringing, defamatory or fraudulent purpose;
- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes or other items of a destructive or deceptive nature;
- to alter, interfere with or circumvent any aspect of the MyBizTel Services;



- to test or reverse-engineer the MyBizTel Services in order to find limitations, vulnerabilities or evade filtering capabilities;
- to use the MyBizTel Services in a manner not authorised by MyBizTel

Customer Administration. Customer agrees that MyBizTel's responsibilities do not extend to the administration of the MyBizTel Services for Customer and that MyBizTel is merely a data-processor. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer is responsible for:

- maintaining the confidentiality of the password and Admin Account(s);
- designating those individuals who are authorized to access the Admin Account(s);
- ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement.

End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. Customer will obtain and maintain all required consents from End Users to allow Customer's access, monitoring, use and disclosure of this data.

Customer's Equipment. Customer is solely responsible for the purchase, setup, use and operation of any equipment not provided by MyBizTel that may be used in association with the MyBizTel Services.

Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the MyBizTel Services and agree to notify MyBizTel immediately of any unauthorized use. MyBizTel cannot and will not be liable for any loss or damage arising from Customer's failure to comply with this requirement. Customer will be solely responsible for any and all amounts charged to Customer's account regardless of prompt notification of unauthorized use or fraudulent use, except to the extent such unauthorized use is caused by MyBizTel's gross negligence.

5. Billing and Payment.

Account Type. By default, all Customers will start on prepaid accounts. Qualified Customers who are able to post the requested security payment deposit can be upgraded to the postpaid accounts. For prepaid accounts, payment must be made prior to usage of MyBizTel Services. For postpaid accounts, all payment are due 30 days after the invoice date unless otherwise indicated on the invoice.

Online Payment. Customer may make the payment online using PayPal and credit cards. MyBizTel will bill the paypal or credit card provided for the applicable charges. If the payment is declined by PayPal or the credit card



provider, MyBizTel may immediately disable or cancel Customer access to the affected MyBizTel Services.

Manual Payment. Manual payment is due upon Customer's receipt of the MyBizTel invoice and are considered delinquent thirty days after the date of the applicable invoice.

Delinquent Payments. Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by MyBizTel in collecting such delinquent amounts except where such delinquent amounts are due to MyBizTel's billing inaccuracies.

Auto-Renewal. By default, all subscriptions of MyBizTel Services are on automatic renewal. This facility will attempt to automatically renew the respective subscriptions in the Customer Account using the Customer stored payment information whenever the subscription date is near the expiry. Customer may choose to end the subscription for any purchased MyBizTel Services via the Admin Console and it will cancel the automatic renewal for the respective subscription.

Taxes. Customer is responsible for any Taxes and Customer will pay MyBizTel for the MyBizTel Services without any reduction for Taxes. If MyBizTel is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer unless Customer provides MyBizTel with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to MyBizTel, Customer must provide MyBizTel with an official tax receipt or other appropriate documentation to support such payments.

Billing Dispute. Customer will waive the rights to dispute any billed amount if the billing dispute is not submitted to MyBizTel in writing within 90 days from the billing date. MyBizTel will review the billing dispute and a written response with the final decision together with any required corrective measure will be provided to Customer within 30 days from the receipt of the billing dispute.

6. Account Suspension.

Suspension for Non-Payment. For Customers with delinquent payment, MyBizTel will automatically suspend Customer's use of the MyBizTel Services. The duration of this suspension will be until Customer pays MyBizTel all outstanding charges. If Customer remains suspended for non-payment for more than sixty days, MyBizTel may terminate Customer account.

Suspension of End User Accounts. If an End User is in violation of the Agreement, then MyBizTel may automatically suspend the applicable End User



Account. The duration of any suspension by MyBizTel will be until the applicable End User has cured the breach which caused the suspension.

Emergency Security Issues. Notwithstanding the foregoing, if there is an Emergency Security Issue, then MyBizTel may automatically suspend the offending End User Account. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If MyBizTel suspends an End User Account for any reason without prior notice to Customer, at Customer's request, MyBizTel will provide Customer the reason for the suspension as soon as is reasonably possible.

7. Representations, Warranties and Disclaimers.

Representations and Warranties. Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the MyBizTel Services, as applicable. MyBizTel warrants that it will provide the MyBizTel Services in accordance with the applicable SLA and Data Policy.

Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. MYBIZTEL MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE MYBIZTEL SERVICES. CUSTOMER ACKNOWLEDGES THAT THE MYBIZTEL SERVICES ARE NOT CAPABLE OF PLACING EMERGENCY SERVICES CALLS.

8. Term and Termination.

Agreement Term. This Agreement will commence on the Effective Date and continue until Customer Account is terminated.

Termination for Breach. Either party may suspend performance or terminate this Agreement if:

- the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice;
- the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days.



Effects of Termination. If this Agreement terminates, then:

- the rights granted by one party to the other will cease immediately (except as set forth in this Section);
- MyBizTel will provide Customer access to, and the ability to export the Customer Data for a commercially reasonable period of time at MyBizTel's then-current rates for the applicable services;
- after a commercially reasonable period of time, MyBizTel will delete Customer Data by removing pointers to it on MyBizTel's active servers and overwriting it over time; and
- upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

Survival. The obligations of the Parties set forth in Sections 1, 5, 8, 9, 10, 11, 12 shall survive any expiration or termination of this Agreement.

9. Confidentiality.

Obligations. Each party will protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and not disclose the Confidential Information, except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any affiliates' employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates' employees and agents in violation of this Section.

Exceptions. Confidential Information does not include information that:

- the recipient of the Confidential Information already knew;
- becomes public through no fault of the recipient;
- was independently developed by the recipient;
- was rightfully given to the recipient by another party.

Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: uses commercially reasonable efforts to notify the other party; and gives the other party the chance to challenge the disclosure.

10. Intellectual Property Rights; Brand Assets.

Intellectual Property Rights. "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or



otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and MyBizTel owns all Intellectual Property Rights in the MyBizTel Services.

Display of Brand Assets. MyBizTel may display those Customer Brand Assets authorized by Customer (such authorization is provided by Customer uploading its Brand Assets into the MyBizTel Services) within designated areas of the Service Pages. Neither party may display or use the other party's Brand Assets beyond what is allowed in this Agreement without the other party's prior written consent.

Brand Assets Limitation. Any use of a party's Brand Assets will inure to the benefit of the party holding Intellectual Property Rights in those Brand Assets. A party may revoke the other party's right to use its Brand Assets pursuant to this Agreement with written notice to the other party and a reasonable period to stop the use.

Publicity. Customer agrees that MyBizTel may include Customer's name or Brand Assets in a list of MyBizTel customers, online or in promotional materials. Customer also agrees that MyBizTel may verbally reference Customer as a customer of the MyBizTel Services that are the subject of this Agreement.

11. Indemnity and Limitation of Liability.

Indemnity By Customer. The Customer agrees to indemnify, defend, and hold harmless MyBizTel from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim regarding Customer Data or regarding Customer's use of the MyBizTel Services in violation of this Agreement.

Equity Relief. Customer acknowledges that any breach of its obligations with respect to MyBizTel's Intellectual Property rights may cause MyBizTel irreparable injury for which there are no adequate remedies at law, in which case MyBizTel shall be entitled to equitable relief in addition to all other remedies available to it.

Exclusion of Consequential and Related Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING ANY DAMAGES FOR LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFITS OR REVENUE, UNDER ANY THEORY OF LAW AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR SUCH DAMAGE.

Limitation on Amount of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS



AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 5.

12. General.

Assignment. Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, to any third party without the other party's prior written consent. This Agreement will bind and inure to the benefit of the parties' successors and permitted assignees.

Force Majeure. If the performance of this Agreement or any obligation (other than payment obligations), is prevented or restricted by any condition beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such condition.

Governing Law. This Agreement will be governed by and construed according to the law of the Republic of Singapore. The state courts located in Singapore shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts.

No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

Notices. Unless specified otherwise herein, all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact and must be delivered by email, text messages, personal delivery, facsimile or recognized overnight courier. Notices shall be deemed given upon delivery.

Severability. If any provision of this Agreement is adjudged invalid or unenforceable, the remaining provisions will continue in full force and effect, and the parties agree to replace the affected provision with a valid provision that most closely approximates its intent and economic effect.

No Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.



Entire Agreement. This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

Interpretation of Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the order of precedence shall be: (1) the Order Form, (2) the Agreement, and (3) the terms located at any URL.

Counterparts. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

Subscription and outbound call charges. Subscription charges do not include outbound call charges. Outbound calls are charged separately from the MyBizTel's subscription pack. Current Outbound call charges will be billed together with the monthly subscription charges at the end of every month. Outbound call rates can be requested via email or phone from the staff at MyBizTel

Minimum Requirement for VOIP calls. MyBizTel recommends that the minimum Internet bandwidth for a VoIP call is 2MBbs upload and 2MBps download. MyBizTel cannot guarantee decent call quality when used with any Internet service that does not provide the minimum said bandwidth. Customer understands that when sharing VoIP service with Internet data, any program utilizing uploads and downloads may also affect the quality of calls. MyBizTel strictly abides by its quality assured hardware when deploying a system to customers. In the event that quality assured hardware is not used, end users have the option to trial the service with their current hardware for a month. If end user is satisfied with the performance of the VoIP system, they have the option to continue using the services offered by MyBizTel. Otherwise, end users can terminate the service.

A representative of MyBizTel can provide the list of quality hardware equipment upon request

Trial. One-month trials can be given at the discretion of the staff at MyBizTel. Upon completion of the trial and given the situation that the end user is happy and willing to continue using the services of MyBizTel, MyBizTel will include the usage fee of the said month, together with the total bill for the following month. All Trial system will have outbound calls capped at \$10

While MyBizTel tries to provide the best setup for the PC phone, It is to be noted that some programs within the PC may conflict and cause the PC phone to stop working. In such an event, end user is to contact their IT administrator for support. The staff at MyBizTel can offer assistance in working with any IT administrator.



Entire Agreement

This Agreement, including all rates, policies, terms or conditions posted on MyBizTel's Site, constitutes the entire agreement between the Parties relating to the subject matter hereof. All prior understandings and agreements between the Parties relating to the subject matter hereof are merged in this Agreement, which alone and completely expresses the Parties' mutual understanding.

I, _____ have read and understood the abovementioned Terms and Conditions. I agree to the contents printed above.

Name: _____

Designation: _____

Company: _____

Date: _____

Signature: _____

-END-