

Singapore Service Agreement Terms and Conditions

1. DEFINITIONS

Activity Report Option	shall mean the Value Added Services described in Clause 6.3B(b) of these Terms and Conditions.
Additional Services	shall mean those additional goods and/or services set out in Clauses 6.3B and 6.3C of these Terms and Conditions.
ADT	shall mean Tyco Fire, Security & Services Pte Ltd (Co. no: 196900044N) trading as ADT Security Services
ADT Equipment	shall mean the equipment set out in Section 6 of the SA supplied and installed at the Site by ADT.
Agreement	shall mean the SA and these Terms and Conditions.
Agreement Term	shall mean the Initial Term together with any extension made under Clause 2.1(b) of these Terms and Conditions of the SA unless earlier terminated.
Alarm Monitoring Services	shall mean the Standard Services described in Clause 6.3A(a) of these Terms and Conditions of the SA and the performance of the Signal Treatment Procedure.
Arm/Disarm SMS Option	shall mean the Value Added Services described in Clause 6.3B(a) of these Terms and Conditions.
Business Day	shall mean a day other than Saturday, Sunday and Public Holiday in Singapore.
Carrier	shall mean the communications carrier(s) engaged by the Customer that provides the fixed telephone line and/or outbound calling services to enable the Services to be provided to the Customer.
Carrier (Mobile Voice)	shall mean the communications Carrier(s) engaged by the Customer and/or ADT that provides the GSM mobile telephony services and/or broadband internet services to enable the Services to be provided to the Customer.
Carrier (Mobile Data)	shall mean the communications Carrier(s) engaged by the Customer and/or ADT that provides the mobile GPRS Data Service to enable the Services to be provided to the Customer.
Charges	shall mean the monies payable by the Customer pursuant to the Agreement to ADT for the wiring, cabling, supply and/or installation of the ADT Equipment.
Consumables	shall mean any batteries, light globes and other such items that form part of the ADT Equipment.
Customer	shall mean the person or legal entity named in Section 1 of the SA.
Customer Billing Information	shall mean the information set out in Sections 1, 5, and 6 of the SA.
Customer Care Centre ("CCC")	shall mean the facility where Signals from the ADT Equipment are received and where Customer inquiries are handled.
Decommissioning	shall mean disabling of ADT Equipment to ensure no further Signals are transmitted from ADT Equipment to the CCC.

Due Date	shall mean thirty (30) calendar days from the Effective Date and on the same date in each subsequent month.
Effective Date	shall mean the date on which the Services become active and from which billing of the Fees commences.
Emergency Services	shall mean the providers of emergency services in Singapore for e.g.: Police, Fire Brigade and Ambulance.
Equipment	shall mean the ADT Equipment and/or any existing security equipment/ ADT security equipment installed by ADT at the Site.
Events Supervision Option	shall mean the Value Added Services described in Clause 6.3B(c) of these Terms and Conditions and the performance of the Signal Treatment Procedure.
False Alarms	shall mean Signals that have been generated in error or accidentally at the Site.
Fees	shall mean all monies payable by the Customer pursuant to the Agreement including the Charges, Services Fees, late payment interest and any other fees specified therein.
Force Majeure	shall mean acts of God, war, sabotage, riot, insurrection, civil commotion, national emergencies (whether in fact or law), terrorism, pandemic, floods, lightning strikes, strikes, lock-outs or other industrial disturbances, accidents, the effect of any applicable laws, orders, rules or regulations and any other events beyond the reasonable control of ADT.
GPRS	shall mean the General Packet Radio Service. This is a mobile data service.
Initial Contractual Term	shall mean the period specified in Section 4 of the SA and commencing on the Effective Date.
IP	shall mean Internet Protocol.
Keyholder	shall mean the person(s) listed in Section 3 of the SA and who shall be telephoned by ADT in the order of priority set out in the same section when performing the Signal Treatment Procedure. Each such person must also be in possession of keys or other legal means of access to the Site.
Normal Working Hours	shall mean the hours between 9.00am and 5.30pm of Monday to Friday and the hours of 9.00 am and 1.00 pm on Saturday, excluding Sundays and public holidays in Singapore.
Person	shall mean and includes an individual, a firm, body corporate, an unincorporated association or authority. Any reference to a person includes a reference to the person's executors, administrators, successors (including, without limitation, a person taking by novation), assigns and associates.
Proprietary Information	shall mean any and all information and intellectual property relating to the Services and the installation or operation of the ADT Equipment including but not limited to patents, designs, drawings, instruction booklets, specifications circuit drawings, componentry, trade secrets, trademarks and copyright in such information and intellectual property.
Monitored Site	shall mean the address referred at Section 3 of the SA.

Related Corporation	shall have the meaning given to it in Section 6 of the Companies Act (Chapter 50).
SA	shall mean the Customer Service Agreement Sections 1 to 12, the Request For Automatic Payment Form and the Commissioning Form. For the avoidance of doubt, the SA and these Terms and Conditions constitute the Agreement.
Section	shall mean a section of the SA.
Services	shall mean the services described in Clause 6.3 of these Terms and Conditions.
Services Fees	shall mean the Fees payable for the Services, as set out in Customer Billing Information.
Signal	shall mean the reception at the CCC of a signal from ADT Equipment at the Site which, in the reasonable opinion of ADT, is not a False Alarm.
Signal Treatment Procedure	shall mean the procedure to be followed by ADT in the event of the receipt of a Signal, which is set out in Clause 7 of these Terms and Conditions.
Site	shall mean the premises bearing the address in Section 3 of the SA being the address where ADT Equipment is installed and in respect of which the Services are provided.
SMS	shall mean Short Messaging Service.
Standard Services	shall mean any one or combination of the Alarm Monitoring Services and other Services as listed in Section 5 of the SA.
Value Added Services	shall mean any one or combination of the Arm/Disarm SMS Option, Activity Report Option, Event Supervision Option, AC Power Loss Monitoring Option, Maintenance Option, Response Task Force and other Services as listed in Section 5 of the SA.
VOIP	shall mean Voice Over Internet Protocol or non-standard telephone service.
Warranty	shall mean the obligations of ADT, in respect of the ADT Equipment, as specified in Clause 8.1 of these Terms and Conditions of the SA.

2. AGREEMENT TERM

1. Agreement Term

- (a) The Agreement shall commence on the Effective Date and shall continue for the duration of the Agreement Term.
- (b) Upon the expiry of the Initial Contractual Term, the SA shall be renewed automatically for a period of twelve (12) successive months each until such time as either the Customer or ADT terminates the SA in accordance with the terms thereof.

3. OBLIGATIONS

3.1 The Customer's obligations

The Customer agrees throughout the Agreement Term to undertake the following obligations:

- (a) pay the Fees to ADT in accordance with the Agreement;
- (b) immediately contact the CCC:
 - (i) when any of the Customer's or the Keyholder's information as set out in Sections 1 and 3 of the SA changes;
 - (ii) prior to vacating the Site or transferring the possession of the Site to another party;
 - (iii) prior to changing its Carrier (inclusive of Carrier (Mobile Voice) and Carrier (Mobile Data));
 - (iv) prior to changing its bank or financial institution in the event that change may affect the Customer's elected mode of payment; and
 - (v) when the Carrier restricts or prevents the provision of the Services.
- (c) provide such power points as may be necessary for the connection of the essential power supply for ADT Equipment and the Equipment;
- (d) provide and maintain a functioning outgoing fixed line telephone and other necessary communication services to allow ADT to provide the Services;
- (e) provide safe access to ADT or its authorised contractor to the Site for the purposes of installing, testing, servicing and maintaining ADT Equipment and Equipment (if applicable) and exercising any other rights of performing the Services under the Agreement;
- (f) ensure that ADT Equipment and Equipment are not removed from the Site or repaired, modified, altered, adjusted or interfered with by an unauthorised party;
- (g) keep ADT Equipment and Equipment in good order and repair and properly serviced;
- (h) immediately report to the CCC all faulty or damaged ADT Equipment or if ADT Equipment fails to test properly so that repairs can be carried out;
- (i) take all steps as may be necessary in order to prevent False Alarms;
- (j) subject to Clause 6.2 of the Terms and Conditions, to allow Decommissioning and the removal of ADT Equipment on termination of the Agreement within the Initial Contractual Term;
- (k) to reimburse all costs imposed on ADT by Emergency Services in respect of attending the Site;
- (l) immediately nominate another individual as a Keyholder and inform ADT about the same, in the event the existing Keyholder ceases to be a Keyholder, and ensure that at no point of time during the Agreement Term, there shall be less than two Keyholders; and
- (m) indemnify and hold ADT and its Related Corporations harmless from any claims, demands, actions, suits and causes of action that may be made by any third party against ADT or its Related Corporations arising out of the Services or this Agreement.

3.2 ADT's obligations

ADT shall throughout the Agreement Term undertake the following obligations:

- (a) supply, install, connect and commission the ADT Equipment and/or test ADT Equipment in accordance with the Agreement;
- (b) provide the Services in accordance with the Agreement;
- (c) operate the CCC, twenty-four (24) hours a day, seven (7) days a week (subject to Force Majeure) to monitor Signals and, following the receipt of Signals at the Site, initiate action as set out in the Signal Treatment Procedure; and
- (d) maintain a log of Signals received at the CCC. The parties hereby acknowledge that the log will be conclusive evidence of the Signals received by the CCC and the action taken by ADT in response to the respective Signals.

4. CUSTOMER ACKNOWLEDGEMENTS

4.1 The Customer acknowledges that:

- (a) ADT Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to detect or avert, including but not limited to fires, floods, burglaries, robberies, criminal intrusion, medical problems or other emergency situations. ADT makes no guarantee that ADT Equipment and Services provided will detect or avert such incidents or their consequences. ADT does not undertake any risk that the Customer may be subject to injury or loss if such an event occurs. The Customer agrees to release, waive, discharge and promise not to sue or bring any claim of any type against ADT for loss, damage or injury relating in any way to ADT Equipment or Services provided by ADT;**
- (b) This Agreement is not intended as a policy of insurance nor a substitute for an insurance policy. Nothing in the Agreement shall constitute ADT as an insurer. If the Customer wants insurance to protect against any risk of loss at the Site, the Customer will purchase it. In the event of any loss, damage or injury, the Customer will look exclusively to his insurer and not to ADT for any compensation. The Customer releases and waives all subrogation and other rights to recover against ADT arising as a result of the payment of any claim for loss, damage or injury;**
- (c) the Services shall be provided in accordance with these Terms and Conditions;
- (d) ADT may vary these Terms and Conditions (including the Fees) from time to time after providing thirty (30) days written notice to the Customer of any such change;
- (e) ADT may engage subcontractors to provide the Services;
- (f) ADT may record telephone conversations with the Customer, or any Keyholder nominated by the Customer, and the CCC. The Customer consents to the disclosure by ADT of those recordings to any Emergency Service or other law enforcement body or any other Government investigatory body and the use by ADT of those records in legal proceedings;
- (g) the Emergency Services may suspend response and/or attendance at the Site in the event False Alarms exceed the maximum numbers for a given period as set by the Emergency Services from time to time;
- (h) if Decommissioning has not taken place on termination of this Agreement, any use of communication services by ADT Equipment for outgoing telephone calls or Signals will be accordingly charged to the account of the Customer;
- (i) ADT has no control over and shall not have any responsibility over the acts or omissions of Keyholders and/or the Emergency Services. Customer understands that, where applicable, Emergency Services shall exercise their respective independent judgment when making decisions on whether to give or withhold medical treatment, whether to transport any person to a hospital or medical facility, and which hospital or medical facility should be used. ADT gives no representations or warranties whatsoever in relation to attendance at the Site by Keyholders and/or Emergency Services;

- (j) ADT shall have no obligation to provide substitute services if the Services are suspended or unavailable due to any event of Force Majeure, Customer's default or matters beyond ADT's control; and
- (k) ADT Equipment furnished under the Agreement
 - (i) is not foolproof and may experience signal transmission failure or delays for any number of reasons, whether or not ADT's fault or under ADT's control; and
 - (ii) uses standard telephone lines for transmission of Signals and the CCC will not receive Signals from Customer's Site when:
 - (A) there is an extended power outage;
 - (B) Customer's VOIP or internet service fails or is interrupted when such service is being used as the sole means to transmit Signals;
 - (C) the telephone line is not operating, is not properly plugged into ADT Equipment, or has been cut, interfered with, or is otherwise out of service.
- (l) The Customer shall abide by ADT's then-published written requirements for the installation and use of ADT Equipment found in the user guide (the "Installation and Use Requirements"). The Installation and Use Requirements are incorporated by reference in this Agreement as if set forth in full herein. The Customer acknowledges receipt of a copy of the Installation and Use Requirements with the delivery of ADT Equipment. ADT may re-publish the Installation and Use Requirements from time-to-time and the Customer shall be bound thereby upon ADT's delivery thereof to the Customer. ADT cannot be held responsible for any loss, damage or injury, if no reasonable care is taken to follow the Installation and Use requirements and use ADT Equipment and Services properly.
- (m) Due to the potential for service interruption or outages on phone lines, the connection to the CCC is not guaranteed. Customers who use cable or VOIP for their phone service are subject to additional consistency and reliability issues, ADT recommends that the Customer to purchase land line phone service from a reliable national provider.
- (n) The Customer shall be responsible for removing the ADT decal sticker once ADT's Services are ceased.
- (o) **For the avoidance of doubt, Customer agrees it shall not hold ADT liable for or make any claim against ADT for loss and/or damage, where such loss and/or damage arises from the failure by ADT to perform its obligations under this Agreement, which failure is attributable to a disruption or non-availability of the power supply to the site or non-availability of the fixed line telephone service and/or mobile telephone or GPRS data service and other necessary communication services provided by the Customer's Carrier required for the transmissions of Signals from and to ADT Equipment and the CCC. Further, the Customer also agrees that it shall not hold ADT liable for or have any claim against ADT for loss of life and/or injury arising from but not limited to issues related to the Services, Equipment, the positioning of ADT Equipment and the sensitivity of motion sensors (if applicable).**

4.2 Under these Terms and Conditions, the Customer acknowledges and agrees that ADT or any third party to whom the SA is assigned by ADT (collectively referred to as the "Collector") may process personal information about the Customer including from the Customer's Equipment once installed over the Agreement Term, but always strictly in compliance with applicable laws. Subject to Clause 12 (Personal Data Protection Act 2010 [Act 709]) herein, the Customer acknowledges that:

- (i) without limitation, the Collector may process the Customer's personal information:
 - (A) to assess any application by the Customer for the Services and the Customer's credit worthiness;
 - (B) to collect Fees that are overdue under the SA;
 - (C) to provide the Services to the Customer (including administration and the investigation or resolution of disputes relating to any Services provided to the Customer); and
 - (D) as otherwise required by applicable law.

- (ii) without limitation, the Collector may also disclose the Customer's personal information to governmental bodies such as the police, fire brigades and other providers of emergency services.

5. PAYMENT FOR EQUIPMENT, INSTALLATION AND SERVICES

5.1 Payment

The Customer shall pay to ADT the Fees as follows without any set off or reduction:

- (a) the wiring and/or cabling works for the ADT Equipment and the value of the additional equipment supplied by ADT;
- (b) the Charges upon completion of installation of the ADT Equipment;
- (c) the Services Fees from the Effective Date; and
- (d) the additional fees payable pursuant to Clause 5.4 of these Terms and Conditions.

All Fees to be made by the Customer under the SA shall be made on or prior to the Due Date. The invoice raised by ADT shall indicate the Fees payable which shall be inclusive of all taxes and levies. It is hereby clarified that all taxes and levies in relation to the SA shall be borne by the Customer. All Fees are inclusive of Goods and Services Tax ("GST").

5.2 Charges

- (a) Notwithstanding anything to the contrary, the Charges refer to the cost of equipment supplied by ADT in respect of the Services and ADT Equipment (subject to Clauses 5.4(g) and 6.2(b) and (c)), installation, wiring, cabling and programming, testing and commissioning of the Equipment and will be charged upon successful installation and commissioning of the ADT Equipment.

5.3 Services Fees

- (a) The Services Fees are fixed for the Initial Contractual Term.
- (b) Upon expiry of the Initial Contractual Term, the Services Fees are subject to revision at ADT's discretion.
- (c) If at any time during the Agreement Term, the government or the Carrier or any other party imposes additional taxes or increases existing taxes, charges and/or fees, then the Customer shall be solely responsible for the same as part of the Services Fees.
- (d) ADT shall provide the Customer with thirty (30) days' written notice of any change to the Services Fees.

5.4 Additional Fees

The Customer shall be under an obligation to pay to ADT the following additional fees arising on account of but not limited to the following:

- (a) visit to the Site requested by the Customer related to Warranty, fees for which shall be paid on account of the time taken by ADT to travel to and from the Site and whether the same is rendered within or beyond Normal Working Hours;
- (b) visits to the Site requested by the Customer unrelated to Warranty, fees for which shall be paid on account of the time taken by ADT to travel to and from the Site and whether the same is rendered within or beyond Normal Working Hours;
- (c) any Additional Services purchased by the Customer during the Agreement Term;
- (d) all costs imposed on ADT by Emergency Services in respect of attending the Site;
- (e) for exceeding 6.0MBytes per month of the standard package for GPRS data transmission unless not for the intended purposes.
- (f) any fees for Decommissioning ADT Equipment in the event of termination or expiration of the Agreement,
- (g) all costs incurred by ADT in exercising its rights to repossess the ADT Equipment pursuant to Clauses 6.2(c) and 6.2(d) of these Terms and Conditions;
- (h) an additional fee will be charged should the Customer wish to purchase or own ADT Equipment before the termination or expiration of the Initial Contractual Term;
- (i) re-programming ADT Equipment for any reason including but not limited to the reason of the Customer changing its Carrier;
- (j) the reasonable value or cost to repair or replace ADT Equipment lost or damaged by the Customer.

- (k) every additional visit to the Site after the first (3rd) visit as requested by the Customer relating to the complete installation of ADT Equipment.
- (l) Customer is liable to make full payment for any additional equipment specified in Section 6 of the SA unless stated otherwise.
- (m) A cancellation fee will be imposed if the Customer decides to withdraw from the SA after the date of installation. Additional early termination charges equivalent to the subscriptions fees of unfulfilled contractual months will be imposed thereafter.
- (n) Service suspension:
 - (i) The service suspension period cannot exceed twelve (12) months per Agreement Term.
 - (ii) Maximum suspension of service permitted is twelve (12) successive months per site per Agreement.
 - (iii) Where the Customer suspends the Agreement for a period of time, the Customer agrees that the Initial Contractual Term or a subsequent term of the Agreement will be extended by that same period of time.
 - (iv) Service suspension fees are as follows:
 - (a) An initial suspension period of up to six (6) months is permitted at no charge to the Customer.
 - (b) No charges will be imposed for the first successive six (6) months of service suspension. Should the Customer require more than six (6) months of successive service suspension, ADT reserves the right to impose a monthly services suspension fee at the current prevailing rates. That means, if the Customer needs an additional month of service suspension (after he has suspenses his service for six (6) months), the Customer will still be liable to pay three (3) months of the prevailing monthly service subscription fee rates.

5.5 Mode of Payment

The Customer shall pay the Fees in any manner as set forth in this clause:

- (a) Credit Card: The Customer must appropriately complete all the credit card details in the Direct Credit Authorisation Form. The Customer's credit card shall be debited monthly in advance; or
- (b) Invoice: If the Customer has elected to pay by invoice, the Customer must pay quarterly in advance. The Customer will pay each invoice by the Due Date and in the manner shown on the invoice.
- (c) Direct Debit: The Customer must complete an interbank giro application form provided by ADT. The Customer's nominated bank account shall be debited monthly in advance.

The Customer must elect one of the above payment methods set forth in the Direct Credit Authorisation Form, which method shall be adopted by the Customer for the Agreement Term. All and any additional transaction charges on account of the adopted method of payment incurred shall be borne by the Customer. By agreeing to payment mode by credit card or debit card, the Customer authorises ADT to debit the total Fees and Charges due to ADT and ADT shall not be held liable for any claims, damage, and expenses arising from the successful or the unsuccessful processing of the debit for any reason whatsoever.

5.6 Timing of payment of additional Fees by the Customer

The additional fees referred to in Clause 5.4 of these Terms and Conditions of the SA will be payable by the Customer in the next billing cycle following the billing cycle in which the goods and/or Services outlined in Clause 5.4 of these Terms and Conditions of the SA were provided.

5.7 Disputed Fees

In the event the Customer disputes the Fees or the calculation thereof, it shall notify ADT as soon as possible after receiving the relevant invoice and in any event no later than two (2) days prior to the Due Date. ADT shall promptly investigate the matter and report back to the Customer as soon as possible. Notwithstanding any dispute with regard to the Fees, the Customer shall duly pay the owing Fees including any disputed part by the Due Date. In the event it is found by ADT that there has been

a mistake with regard to the Fees or the calculation thereof, ADT shall adjust the subsequent invoice or reverse the electronic transaction as the case may be. The findings of ADT and the investigation thereof with regard to the disputed fees shall be final and binding on the parties herein.

5.8 Interest and costs payable on outstanding Fees

ADT reserves the right to charge interest in accordance with this clause on any part of Fees not paid by the Customer by the Due Date. Interest shall be calculated at the rate of 1.5% per month and shall be calculated daily from the Due Date till such time the full payment of the Fees has been made by the Customer. Further, if the Customer does not pay any outstanding Fees within fourteen (14) days of ADT's demand, the Customer shall indemnify ADT against any other costs (including legal costs on a solicitor-client basis), expenses, claims or damages whatsoever arising out of or incidental to the breach of the SA.

6. ADT EQUIPMENT AND THE SERVICES

6.1 Installation and/or testing of the Equipment

- (a) ADT shall supply and install the ADT Equipment at the Site and/or test the existing Equipment (subject to Clause 5.4) at the Site.
- (b) The Customer shall be responsible for:
 - (i) any structural alterations to the Site;
 - (ii) any necessary repairs to the Site, including the costs of repairs and repainting due to the hacking of walls or ceilings to install concealed wiring;
 - (iii) performing monthly ADT Equipment tests; and
 - (iv) the provision of all necessary power points to enable ADT Equipment to be installed and operated.

6.2 Risk in and title to ADT Equipment

- (a) The risk in the ADT Equipment passes to the Customer upon installation of the ADT Equipment at the Site.
- (b) Subject to Clauses 5.4(g) and 5.6 of these Terms and Conditions, the title to the ADT Equipment remains with ADT and upon the expiry of the Initial Contractual Term, the title to the ADT Equipment shall pass to the Customer subject to the fulfilment of these Terms and Conditions.
- (c) In the event the Customer repudiates the Agreement before the expiry of the Initial Contractual Term, in addition to Clauses 5.4(g) and 10A, ADT reserves the right to remove or abandon in whole or in part, ADT Equipment without obligation to make good the Site upon such removal and/or abandonment. The Customer must provide safe access for ADT or its authorised contractor to the Site or any other site where the ADT Equipment may be stored to enable ADT or its authorised contractor to remove the ADT Equipment.
- (d) If any Fees payable during the Agreement Term are not paid by the Customer to ADT or the Customer commits any other breach of the Agreement, ADT may at any time, without notice to the Customer and without prejudice to any other rights which it may have against the Customer, commence actions and proceedings to remove and recover ADT Equipment without being liable for any damage caused.

6.3 Services

The Services comprise of any services selected by the Customer in Section 5 of the SA, any value added services selected by the Customer in Section 5 of the SA, Services set out in Clause 5.4 of these Terms and Conditions, and any Additional Services provided to the Customer during the Agreement Term under the SA.

6.3A Standard Services

The Standard Services comprise the following:

- (a) **Alarm Monitoring Services: the CCC will monitor Signals transmitted from the ADT Equipment at the Site to the CCC and follow the Signal Treatment Procedure for Alarm Monitoring Services upon receipt of a Signal. The Signal received by the CCC may show which of the duress, intrusion, panic, medical or threat of fire alarms was triggered, in**

which case the CCC shall also convey such information to the Keyholder contacted pursuant to the Signal Treatment Procedure.

6.3B Value Added Services

The Value Added Services comprise of any one or combination as selected by the Customer in Section 5 of the SA of the following:

- (a) Arm/Disarm SMS Option: Upon ADT Equipment at the Site being armed or disarmed, the CCC will send a short message to the mobile telephone of the Customers and should the Customers elect, sent to the second Keyholder, which message may include the name of the person who armed or disarmed ADT Equipment (if such information is available to ADT) and the time of the activity.
- (b) Activity Report Option: ADT will provide to the Customer on a monthly basis during the Agreement Term reports which record all Signals received by the CCC from ADT Equipment.
- (c) Event Supervision Option: The CCC will monitor signals transmitted from the alarm Equipment at the Site to the CCC or occurrences relating but not limited to supervised events such as AC Loss (power loss to ADT Equipment), low battery (ADT Equipment's battery is low), weekly arm/disarm schedule and/or weekly programmed Signal from ADT Equipment's control panel to the CCC to Signal it is in working order, was not received by the CCC. The CCC will follow the Signal Treatment Procedure for Events Supervision Option upon receipt of a Signal or an occurrence relating to any of the supervised events.
- (d) AC Power Loss Monitoring Option: Customer may select to have the AC Loss supervised event upgraded and the CCC will follow-up with a call to the Keyholder(s).
- (e) Maintenance Option: ADT will provide one (1) visit per year to the Site during Normal Working Hours to clean ADT Equipment and to test that ADT Equipment is in working order.
- (f) Response Task Force: Upon receipt of instruction from the Keyholder,
 - (i) the Response Task Force shall cover responses to verify intrusion alarms relating to both residential and enterprise customers. This is a twenty-four (24) hour service, including Sundays and Public Holidays. The coverage of this service is limited to mainland Singapore and Sentosa Island only;
 - (ii) the Response Task Force officer will endeavour to arrive at the Site within a reasonable period of time upon receipt of intrusions from the CCC;
 - (iii) the Response Task Force officer will, where possible and to the best of his ability conduct an external check of the accessible site. The Response Task Force officer will not conduct checks in areas of the Site to which he does not have access, for example the interior or enclosed rear portion of the Site. If the Response Task Force officer detects evidence of criminal intrusion, ADT will use its reasonable efforts to contact the Keyholder and the Emergency Services as soon as possible thereafter to advise the Customer of the status of the Site and receive any instructions that the Customer may provide; and
 - (iv) the Response Task Force officer will be unarmed and will not physically engage with any suspected intruders at Site

If the Customer requires any of the above services, ADT shall be able to provide the VAS on an ad-hoc basis. The minimum subscription period for any VAS shall be three (3) months from the effective date of the service, or such other period as may be stipulated by ADT as the minimum subscription period. The activation fee will be waived only in the first instance when such a request is made by the customer. A re-activation fee will be imposed for each and every subsequent request made thereafter for the continued provision of the same VAS within the same contractual period. The provision of such VAS shall cease upon receiving a notice from customer through call or written notice.

6.3C Additional Services

- (a) From time to time during the Agreement Term, the Customer may request and ADT may agree in writing to provide additional goods and/or services including but not limited to any goods and services specified in the SA but not previously purchased by the Customer ("Additional Services"). No agreement in respect of the Additional Services will be binding unless it is in writing and sets out the description of the Additional Services, any equipment involved and the fees payable.

6.4 Commencement of the Services

Upon successful installation and commissioning of the ADT Equipment and confirmation by the Customer, the Customer shall be deemed ready to receive the Services. ADT shall thereafter activate the Services and commence the billing cycle, which shall for the purpose of the SA be construed as the Effective Date.

6.4A SUSPENSION OF THE SERVICES DUE TO DEFAULT

- (a) Notwithstanding Clauses 4.1(g) and 5.4(k) of these Terms and Conditions, ADT reserves the right to suspend the Services in the event one of the conditions in Clauses 10(b) and 10(c) of these Terms and Conditions occurred.
- (b) Customer agrees it shall not hold ADT liable for or make any claim against ADT for loss and/or damage during the period of suspension of the Services under this clause.
- (c) ADT reserves the right to terminate this Agreement as per Clause 10 of these Terms and Conditions if the Customer fails to remedy the aforementioned conditions within fourteen (14) days of receiving a notice from ADT to that effect.
- (d) ADT reserves the right to charge service suspension fee for the resumption of the suspended Services. The fee shall be communicated to the Customer upon receipt of the Customer's request to resume the suspended Services.
- (e) Where the Agreement has been suspended for a period of time pursuant to this clause, the Customer agrees that the Initial Contractual Term or a subsequent term of the Agreement will be extended by that same period of time.

6.5 Site vacated by the Customer

- (a) The Customer shall be in breach of the SA Agreement in the event it vacates or transfer the possession of the Site without the prior written consent of ADT. In the eventuality as described in the preceding sentence, ADT reserves the right to terminate the SA under Clause 10(b) of these Terms and Conditions.
- (b) The Customer may transfer its rights and obligations under the SA to a new occupier of the Site with the prior written consent of ADT, which may be provided or withheld in ADT's sole discretion. If ADT does not consent to the Customer's assignment, the Customer will be liable to pay the balance of the Services Fees remaining for the Agreement Term, Fees and including any fees for Decommissioning ADT Equipment within fourteen (14) days of ADT notifying the Customer of its decision.

6.6 Site Relocation

In the event the Customer wishes to relocate to a new site and continue using the Services:

- (a) ADT shall remove ADT Equipment from the Site and re-install and re-commission ADT Equipment in the new site nominated by the Customer;
- (b) The Customer shall pay ADT the cost of removing, re-installing and re-commissioning ADT Equipment in accordance with ADT's standard rates as at the transfer date.
- (c) This Agreement shall remain in force with the exception of necessary amendments (including in respect of Fees) to take into account the requirements of the new site.
- (d) ADT shall not be liable to restore to the original condition any damage which results from the removal of ADT Equipment.

7. SIGNAL TREATMENT PROCEDURE

7.1 Receipt of Signal

- (a) If ADT receives a Signal relating to the Services as detailed in Section 5 of the SA, ADT shall follow the Signal Treatment Procedure for the relevant Services which relate to that Signal. ADT will endeavour to notify the Keyholders if ADT fails to contact the Keyholders, anyone at the Site or if ADT fails to receive information indicating that assistance is not required at the Site. If ADT fails to reach any of the Keyholders after two (2) attempts, ADT will contact the Emergency Services. Notwithstanding anything to the contrary, ADT will not guarantee that the Emergency Services will respond/be present at the Site under the Signal Treatment Procedure.
- (b) It shall not be ADT's liability to confirm whether an alarm event from ADT Equipment at the Site is a False Alarm.

- (c) Where a Keyholder instructs ADT to notify the Emergency Services that Keyholder must personally attend or must arrange for another Keyholder to attend the Site to provide the Emergency Services with access to the Site.
- (d) Where Emergency Services are required to attend the Site under the Signal Treatment Procedure, these Emergency Services may impose a charge for which the Customer shall be responsible for paying.

8. WARRANTY

8.1 Warranty

- (a) Subject to any statutory obligations of ADT which cannot be excluded, if the ADT Equipment becomes defective during the period of twelve (12) months from the date of installation of the ADT Equipment, ADT will replace or repair the ADT Equipment during Normal Working Hours at no cost to the Customer in respect of materials or parts.
- (b) This obligation excludes:
 - (i) damage to ADT Equipment caused by the Customer, pests or animals;
 - (ii) damage to ADT Equipment caused by a Person who is not authorised by ADT to carry out service or maintenance work;
 - (iii) damage to ADT Equipment caused by power surges, faulty fuses, lightning, flood, fire, or Force Majeure;
 - (iv) the replacement of Consumables;
 - (v) emergency repairs or attendances at the Site beyond Normal Working Hours;
 - (vi) loss or theft of the ADT Equipment or damage to the ADT Equipment other than where ADT is required by statute to repair or replace the ADT Equipment; and
 - (vii) ADT's labour and transport costs which shall be charged to the Customer based on ADT's standard rates.
- (c) Subject to any statutory obligations of ADT which cannot be excluded, if the installation work performed by ADT is or becomes defective during the period of ninety (90) days from the date of installation, ADT will rectify the defective work during Normal Working Hours.
- (d) Where the Customer requests attendance at the Site to perform the Warranty beyond the Normal Working Hours, additional Fee may be charged by ADT in accordance with Clause 5.4 of these Terms and Conditions.
- (e) ADT does not guarantee that repair facilities or parts will be available except for the period of twelve (12) months from the date of installation.
- (f) All replacement or repair outside the terms of the Warranty will be considered Additional Services which shall be charged to the Customer based on ADT's prevailing standard rates.

9. LIABILITY OF ADT

9.1 Liability and Limitation of Liability

- (a) To the extent permitted by law, ADT hereby limits its total cumulative liability, and that of its related corporations (including liability for negligence) to an amount not exceeding the aggregate amount of Service Fees received by ADT from the Customer in the twelve (12) months immediately preceding the event that is the subject of the Customer's claim. In no event shall ADT or its Related Corporations be liable for any loss of profits, contract, savings, use, data, economic advantage or any other indirect, punitive, special, incidental or consequential damages in connection with or related to this agreement however arising, in respect of any misrepresentation, breach of term or condition or liability in contract, tort or otherwise, whether or not ADT has been advised of the possibility of such loss.
- (b) The Services are provided on an "as is" and "as available" basis. The Customer agrees and accepts he shall use the Services or rely on any content obtained or transmitted through the Services, at his own discretion and risk. ADT expressly disclaim all warranties of any kind, including implied warranties of merchantability, satisfactory quality and fitness for a particular purpose to the fullest extent allowed by law. No advice or information whether oral or written, obtained by the Customer from ADT or through the Services will create any warranty expressly made in this Agreement.

9.2 Indemnity

- (a) The Customer (the “Indemnifying Party”) hereby agrees to indemnify, defend and hold ADT, its affiliates and their officers, representatives, directors, controlling persons, partners, agents and employees (collectively, the “Indemnified Party”) harmless from and against any and all suits, actions, proceedings, obligations, debts, fines, fees, penalties, demands, charges, judgments, awards, amounts paid in settlement, losses, liabilities, claims, damages, costs and expenses (including reasonable legal fees, disbursements and other costs of defence in connection therewith) (each a “Loss” and collectively, the “Losses”) incurred or suffered by the Indemnified Party which directly arise out of, result from or may be payable by virtue of any breach of the Agreement.
- (b) Any claim for indemnity pursuant to this Clause 9.2 of this Terms and Conditions shall be made by the Indemnified Party by notifying the Indemnifying Party in writing of any Losses having been arisen or action, claim or proceeding having been filed or instituted against it. The Indemnified Party shall give such notice promptly within thirty (30) days after it becomes aware of the Loss.
- (c) Subject to being fully indemnified, the Indemnified Party shall at the sole cost and expense of the Indemnifying Party, on receiving a written request from the Indemnifying Party, take such reasonable steps to mitigate such Losses and/or to defend any such action, claim or proceeding in accordance with the reasonable instructions of the Indemnifying Party and the Indemnified Party shall not, without the prior written consent of the Indemnifying Party, consent to any judgment or enter into any settlement.

10. TERMINATION OF THE AGREEMENT

- (a) Without limiting any rights granted to the Customer under statute, the Customer may terminate the Agreement within thirty (30) days prior to the conclusion of the Initial Contractual Term and each successive twelve (12) month term by providing ADT with at least thirty (30) days’ prior written notice. Notwithstanding anything to the contrary, ADT reserves the right to terminate the Agreement by providing a thirty (30) days’ prior written notice to the Customer. Upon termination of the Agreement under this clause, ADT shall refund any prepaid Services Fees less any outstanding Fees and any other Fees payable pursuant to Clauses 5.4 of these Terms and Conditions that would otherwise have been payable by the Customer to ADT under the Agreement to the expiry of the Agreement Term.
- (b) Without limitation, ADT may at its sole option during the Agreement Term terminate the SA on the following grounds:
 - (i) if the Customer breaches these Terms and Conditions, and fails to remedy the same within fourteen (14) days of receiving a written notice from ADT to that effect;
 - (ii) immediately, upon written notice to the Customer if the Customer, in ADT’s opinion, becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings or any winding up or bankruptcy or insolvency order is passed against the Customer, or the Customer goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to applicable law;
 - (iii) immediately, upon written notice to the Customer if ADT is unable to provide the Services due to an event of Force Majeure;
 - (iv) if the Customer fails to provide a minimum of two (2) Keyholders at all times during the Agreement Term;
 - (v) immediately, upon written notice to the Customer if the Customer, in the opinion of ADT in its sole discretion, is behaving in a manner which is inappropriate, erratic and/or violent and which affects the Services; or
 - (vi) if the Customer withdraws consent for personal information being used in accordance with Clause 12 of these Terms and Conditions.
- (c) Without limitation, the Customer will be in breach of the Agreement under Clause 10(b)(i) of these Terms and Conditions, if the Customer:
 - (i) does not pay the entire Fees and Charges by the Due Date;
 - (ii) damages or misuses ADT Equipment leading to the inability of ADT to perform the Services;
 - (iii) fails to intimate ADT about any variation in the details/information with regard to the Keyholder as laid down in Section 3 of the SA, or fails to nominate another individual as

- the Keyholders in terms of Clause 3.1(l) of these Terms and Conditions, in the eventuality of the existing Keyholder ceasing to be a Keyholder;
- (iv) causes unauthorised work or service to ADT Equipment or permits unauthorised opening of the control panel, detectors or detection equipment; or
 - (v) fails to maintain an outgoing fixed line telephone service and any other necessary communication services in order to facilitate the transmission of Signals from and to ADT Equipment and the CCC, in accordance with Clause 3.1(d) of these Terms and Conditions hereunder.
 - (vi) For the avoidance of doubt, ADT shall not be liable to restore to the original condition any damage which results from the unauthorised removal of ADT Equipment.

10A Consequences of Termination (Customer's default)

10A.1 Payment by the Customer if the SA is terminated under Clause 10(b)

- a. In the event:
 - (i) does not pay the entire Fees and Charges by the Due Date;
 - (ii) ADT rescinds the Agreement under Clause 10(b) of these Terms and Conditions, the Customer shall be liable to pay to ADT the sum equal to the outstanding Services Fees and other Fees payable pursuant to Clauses 5.4 of these Terms and Conditions that would otherwise have been payable by the Customer to ADT under the Agreement to the expiry of the Agreement Term.
- b. In the event customer terminate the contract without the fulfilment of the Initial Contractual Term, ADT reserves the rights to recover the fees equivalent to the value of the products/services given under the specific promotional campaign during the sign-up of the contract.
- c. In the event if the Customer fails to pay the Fees or any amount thereof in accordance with this clause within fourteen (14) days of termination of the Agreement, the Customer shall be liable to pay interest thereon at the prevailing rate as determined by ADT and shall be calculated daily from the expiry of the due date till such time the payment is made by the Customer to ADT in its entirety and indemnify ADT against any other costs (including legal costs on a solicitor-client basis), expenses, claims or damaged whatsoever arising out of or incidental to the breach of the Agreement

10A.2 Prospective agreements: In the event the SA is terminated by either party herein in accordance with the provisions hereof, ADT reserves the right not to consider the Customer for the purpose of rendering of its Services or for the purpose of executing any agreement of any nature whatsoever with the Customer.

11. GENERAL

- (a) Waiver: Any waiver by ADT of any default or breach, or the non-acceptance by ADT of any repudiation of the Agreement by the Customer, will not affect ADT's rights in respect of further or continuing default or breach or any subsequent repudiation by the Customer.
- (b) Severability: If any provision (or part of it) contained in the Agreement is rendered void, invalid or unenforceable in any jurisdiction, then such provision (or part of it) will be severed from the Agreement without affecting the validity of the remaining provisions of the Agreement.
- (c) The Agreement will be binding on the successors, substitutes, permitted assigns, executors and administrators of the parties to the Agreement. Where there is more than one Customer, the liability of each shall be joint and several.
- (d) Transfer and Assignment: The Customer may not transfer, assign or novate any of its rights or obligations under the Agreement to any Person without the prior written consent of ADT. ADT shall have the right to transfer, assign and/or novate its rights and obligations under the Agreement to any Person with notice to the Customer.
- (e) Governing Law: The parties agree to work together in good faith to attempt to quickly settle disputes or differences that may arise pursuant to this Contract by consultation and negotiation prior to initiating any legal proceedings. The Contract shall be governed by the laws of

Singapore and the parties hereby submit to the exclusive jurisdiction of the Courts of Singapore on any matter concerning the Contract.

- (f) Rights of Third Parties: A person or entity who is not a party to the Agreement has no rights under any applicable legislation, to enforce any term or condition in the Agreement regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this clause shall affect the rights of any permitted assignee or transferee of the Agreement.
- (g) Notices: Any notice or other communication under the Agreement shall be in writing sent or delivered to the address of the parties indicated in the Agreement or to such other address as the party may notify in writing to the other and will be deemed to be duly received by or served on the addressee if delivered:
 - (i) in person, when delivered;
 - (ii) by post, seven (7) days from the date of postage;
 - (iii) by facsimile transmission, on dispatch of the transmission;
 - (iv) by SMS to a telephone number specified by the Customer; or
 - (v) by electronic mail to an email address specified by ADT or the Customer.
- (h) Unless stated otherwise in the Agreement, the Agreement shall continue to be binding and valid for all purpose whatsoever notwithstanding any change, amalgamation or reconstruction may be made in the constitution of ADT or the act of the Customer.

12. PERSONAL DATA PROTECTION ACT

1. Consent to use personal information

The Customer undertakes that he/she/it has read and understood the ADT's Personal Data Protection Notice. By entering into this Agreement, the Customer hereby consents to allowing the Customer's personal data to be processed by ADT in accordance with ADT's Personal Data Protection Notice.

13. PROPRIETARY INFORMATION

- 1. The Customer acknowledges that all Proprietary Information and all right, title and interest therein are the sole property of or licensed by ADT and the Customer shall gain no right, title or interest in the Proprietary Information whatsoever. The Customer specifically acknowledges ADT's exclusive rights to ownership of any modification, translation or adaptation of the Proprietary Information and any other improvement or development based thereon, whether developed, supplied, installed or paid for by or on behalf of the Customer or any buyer of the Customer or otherwise.
- 2. The Customer must not and must not permit any person reasonably within its control nor procure any person to modify, copy, clone or reverse engineer ADT Equipment and Services, or copy, modify or decompile any of ADT's documentation relating to ADT Equipment and Services.
- 3. The Customer shall not disclose any confidential information relating to the installation without the previous consent in writing of ADT or to use any such information to the detriment of ADT and this clause shall continue in effect for so long as the Customer is in possession of the ADT Equipment.
- 4. The Customer shall inform ADT immediately on becoming aware of any suspected or actual:
 - (a) Infringement by any third party of the Proprietary Information; or
 - (b) Unauthorised or unlawful use of ADT Equipment.
