

SingAREN Service Plans: Terms and Conditions

DEFINITIONS

"Acceptable Use Policy" or "AUP" refers to the policy that a Subscriber must agree to follow in order to be provided with access to the SingAREN Service. The AUP is available on the SingAREN website: www.singaren.net.sg.

"Network Availability" is defined as the measure of the degree to which the network is operable and not in a state of failure or outage at any point of time. It measures the total downtime of the network and its servers including the log-in server, email facilities and connection to the network backbone over a month. All scheduled downtime for the purposes of maintenance and upgrading of the network system will be excluded from the calculation while all unscheduled downtime will be included.

"Service" refers to the provision of connectivity to the global research and education community, eg. INTERNET2 by SingAREN to the Subscriber.

"SingAREN" refers to Singapore Advanced Research and Education Network, Singapore's national research and education network. It is the sole provider of local and international networks dedicated for serving the Research and Education (R&E) community in Singapore. SingAREN is a not for profit organization registered with the Registry of Societies, Singapore.

"Subscriber" refers to any individual, activity, organisation, institution, school, research group, etc, that will subscribe to the SingAREN Service Plans.



BASIC AGREEMENT

1. Introduction

- 1.1. Subscriber intending to subscribe to SingAREN service (through the SingAREN Service Application Form) must read this document.
- 1.2. By signing the SingAREN Service Application Form, the Subscriber must have understood and willing to comply with all terms and conditions stated in this document. This set of terms and conditions, and any revised version hereafter, apply as long as the Subscriber remains connected to the SingAREN network. The set of applicable Terms and Conditions is available for reference on SingAREN website: www.singaren.net.sg.

2. Terms of Service

2.1. The Service shall be in force until the Subscriber has informed SingAREN through the signing of the SingAREN Service Termination Form, and SingAREN has received and acknowledged this form.

3. Service Subscription and Activation

- 3.1. The Subscriber who wishes to subscribe to SingAREN Service Plans shall submit the completed SingAREN Service Application Form, available on SingAREN website, **7 working days** in advance of the intended date of activation of the SingAREN Service.
- 3.2. SingAREN shall activate the Service on the date of activation as indicated by the Subscriber in the SingAREN Service Application Form submitted **provided that**:
 - the SingAREN Service Application Form has been duly completed, and
 - the Subscriber's network has been successfully connected to SingAREN core router in Singapore.



4. Minimum Subscription Period

4.1. There is a minimum subscription period of **one year** for any Subscriber subscribing to SingAREN services. In the event that the Subscriber terminates the service with SingAREN before this minimum subscription period, SingAREN reserves the right to levy fees and/or charges as it deems fit.

5. Change of Service

- 5.1. Any Subscriber who wishes to amend the subscribed SingAREN Service Plans shall submit a duly completed SingAREN Service Update Form to SingAREN, available on SingAREN website.
- 5.2. The Subscriber agrees to give SingAREN **7 working days** advance notice for any change of service requests.

6. Service Termination

- 6.1. Any Subscriber who wishes to terminate the subscribed SingAREN Service Plans shall submit a duly completed SingAREN Service Termination Form, available on SingAREN website, giving **one month** advance notice.
- 6.2. Service termination requests shall take effect only in **the following month**. SingAREN is not liable to refund any fees or monies rendered for the unutilised portion of the service beyond termination date.

SingAREN OBLIGATIONS

7. Technical Provisions

7.1. SingAREN shall provide at least 99.9% Network Availability to the Subscriber on a non-penalty basis Service Level.



8. Invoices

8.1. SingAREN shall issue an invoice (unless otherwise agreed) to the Subscriber at the end of each month.

9. Protection of Service Information

9.1. SingAREN shall protect Subscriber's information which is limited to Subscriber's billing names and addresses (unless otherwise agreed).

SUBSCRIBER OBLIGATIONS

10. Connection Setup

10.1. The Subscriber is responsible for all arrangements, both contractual and physical, for establishing its connection to SingAREN. Such arrangements include, but not limited to, providing, operating, and maintaining the equipment necessary for connection to SingAREN. Although such arrangements are the Subscriber's responsibility, SingAREN may provide advice and assistance, as available.

11. Security

11.1. The Subscriber is responsible for establishing and maintaining their own access security, including the security of user identification and passwords. The Subscriber is also self-responsible for any confidential information to be transmitted through the SingAREN network.

12. Proper Contents

12.1. The Subscriber is to ensure that the service is used for **educational** and **research** purposes only and will use all commercially reasonable endeavours to facilitate that data, material and information transmitted through the SingAREN network will be for educational and research purposes. For avoidance of doubt, any internet traffic originating from and terminating to an education and research organization is considered to be traffic for educational and research purposes. The Subscriber must also comply with all terms and conditions imposed by the Info-communications Media Development Authority of Singapore (IMDA) on proper contents transmission.



13. Compliance

13.1. The Subscriber shall comply with all notices, directions or instructions given by SingAREN from time to time in respect of the use of SingAREN service, including but not limited to, the guidelines stated in SingAREN Acceptable Use Policy, and such other similar guidelines, as set out in SingAREN web page. The Subscriber shall assume responsibility for and indemnify SingAREN in full against all third-party claims resulting from any actions undertaken by its directors, officers, employees, representatives, contractors and consultants.

14. Payment

14.1. The Subscriber agrees to pay within **30 days** from the date of issue of the invoice. SingAREN reserves the right to impose penalty charges or terminate the service rendered to Subscribers who failed to pay the service charges after being issued a reminder.

OTHER ISSUES

15. Service Interruption

15.1. The Subscriber understands that SingAREN will need to, from time to time, interrupt its network for the purpose of network maintenance and upgrading. This shall not be constituted as Network Unavailability.

16. Service Suspension

16.1. SingAREN reserves the right to suspend or terminate service provided to the Subscriber if the Subscriber causes technical harm to SingAREN network. SingAREN shall also report any illegal or improper activities on its network to the relevant authorities for further action.

17. Amendment to Terms & Conditions

17.1 SingAREN reserves the right to amend any of the terms and conditions and/or tariffs when necessary.