

ITEZ.SG PTE. LTD

AIRCON SUBSCRIBE TERMS AND CONDITIONS

TERMS AND CONDITIONS

**1. Definition and Interpretation**

1.1. In these Terms and Conditions, the following words and expressions shall have the following meanings:

1.1.1. "Customer" means any person who applies for or subscribes to ITEZ.SG's Equipment Subscription Service.

1.1.2. "Terms and Conditions" means the terms and conditions in this document which the Customer agrees to abide by when subscribed to an Equipment.

1.1.3. "Subscription Period" means the period for which the Customer subscribes the Equipment for, as specified in clause 4.

1.1.4. "Plan" means the subscription plan offered by ITEZ.SG.

1.1.5. "Equipment" means the Air-Conditioning Unit (Includes both indoor and outdoor units) the Customer is subscribed to.

1.1.6. "Residential Address" is the approved new flat address that Customer has provided to ITEZ.SG during the sign-up.

1.2. The words and expressions used in Terms and Conditions, which are not defined shall be read and interpreted according to its plain and ordinary meaning unless the context otherwise requires.

1.3. The headings or titles to the clauses in these Terms and Conditions are to facilitate reference and shall not be referred to or relied upon in the construction of any provision in these Terms and Conditions.

**2. Eligibility**

2.1. In order to subscribe to the Plan, the Customer must:

2.1.1. be a Singapore Citizen or Permanent Resident;

2.1.2. be an individual who is at least 18 years old;

2.1.3. be eligible to enter into a legally binding agreement/contract;

2.1.4. have a verifiable email address and mobile phone number;

2.1.5. provide proof of valid residential and delivery addresses;

2.1.6. be an authorized holder of eligible credit card, debit card or any other payment method that is accepted by ITEZ.SG;

2.1.7. have an annual income of at least \$25,000;

2.1.8. possess a HDB flat.

2.1.9. consent to the retrieval of the information provided on Myinfo.

2.2. Upon approval of the application, the Customer will be notified via email to log into their account on ITEZ.SG for the purpose of making payment for the Plan.

2.3. ITEZ.SG reserves the right to reject any application without providing any reason.

### **3. Credit and Other Checks**

3.1. The Customer hereby authorises ITEZ.SG to conduct credit checks, validations and risk assessments through third parties and allows ITEZ.SG to make the inquiries necessary to verify your identity, to assess your capability to make payments under the Plan, and as required by applicable laws or regulatory requirements.

3.2. The Customers further agrees and authorises ITEZ.SG to share such information with the authorized 3rd party or affiliate, or any of our service partners as may be relevant and/or necessary for the provision of the Plan.

### **4. Duration of Subscription Services, Minimum Period, Termination and Equipment Return Condition**

4.1. The Subscription Period for the Agreement shall be:

4.1.1. a minimum of [Lease term] months: or

4.1.2. such other periods may be stipulated by ITEZ.sg as the Subscription Period before or when the Customer applies for the Equipment.

4.2. In the event of termination of the Plan, ITEZ.SG will make arrangement for Equipment to be dismantled at Customer's Residential Address on an agreed date and returned to ITEZ.SG. ITEZ.SG will not be responsible for any patchwork after the dismantling of the system. Any of such works required will be at the Customer's own costs.

4.3. If the Plan is terminated during the Subscription Period by the Customer, the Customer shall:

4.3.1. Pay ITEZ.SG a dismantling and administrative fee of \$300/fan coil within 7 days upon confirmation of early termination;

4.3.2. Pay ITEZ.SG 30% of the remaining monthly payment; and

4.3.3. Arrange for a dismantling date no later than 21 days from the date of termination.

4.4. In addition to the fees paid in clause 4.3, the Customer shall also pay ITEZ.SG any outstanding amounts, including any late payment fees, which is set at \$50 per month, and/or any fees or charges which ITEZ.SG has waived, reduced, discounted, or offered on the basis of goodwill, having assumed that the Customer had subscribed to ITEZ.SG's Subscription service.

4.5. This Plan will continue unless superseded by a new contract or is terminated by either party after the minimum subscription period.

### **5. Payment & Billing Policy**

5.1. 1st payment will be deducted after application of the Plan had been approved and that Customer have checked out on the payment page and subsequent payments will automatically be deducted on the 11th monthly starting after the month of commencement date.

5.2. Payment can be made using credit and debit cards (VISA, MASTER & AMEX).

5.3. If there is a change in the payment method, Customer must register the new payment method by logging into the account and changing it, at least one day before the scheduled payment date.

5.4. The Customer can choose to make payment in their ITEZ account on ITEZ.SG using ITEZ.SG's approved payment methods if they wish to do so as well. Payment by bank transfer, unauthorized PayNow to ITEZ'S UEN etc are not accepted and ITEZ.SG will not be liable for any of those transactions.

5.5. ITEZ.SG's main mode of communication with the Customer will be Whatsapp and Email. Customer must update ITEZ.SG within 7 days of changing their Whatsapp or Email to ensure that they do not miss out on any important updates with regards to their subscription.

## **6. Breach of Agreement and Penalties**

6.1. If the Customer fails to perform or fulfill any obligation under this Agreement, Customer shall be in breach of Agreement. Customer will be served a Notice of Breach by ITEZ.SG via email and will have 7 days to remedy the breach and inform ITEZ.SG once it has been done.

6.2. Customers have to pay ITEZ.SG the outstanding subscription payments (Remaining subscription period x monthly subscription fees) plus any other fees stated in this Agreement within 7 days of receiving Notice of Breach. ITEZ.SG reserves the rights to repossess the Equipment at any time during the breach and any charges associated, like dismantling fees, will be paid by Customer along with a minimum Admin/Legal fee of 25% of the outstanding amounts in clauses 4.3.1 and 4.3.2, or the actual legal fees imposed by law firm who is handling the bill recovery via legal proceedings, plus a late interest fee of 2% per month that be charged and calculated on a daily basis, based on the remaining contract value from the date the unpaid amount was due and payable.

6.3 In the event of a default in payment/fails to perform the obligation under this agreement by the Customer under the terms of this agreement, the Company reserves the right to enter the Customer's premises, with prior notice and at a mutually agreed-upon time, to retrieve the air conditioning unit(s) provided under this subscription. The Company will exercise this right only after providing 7 days' written notice via Whatsapp and Email to the Customer and only if the default is not cured within this notice period. The Customer agrees to grant the Company or its authorized agents access to the premises for the purpose of retrieving the equipment. Failure to comply with this provision may result in additional charges and legal action to recover the equipment.

## **7. Usage and Condition of Equipment**

7.1. Customer shall only use the Equipment in a careful and proper manner according to instructions provided in the user's manual and utilize the free servicing provided by ITEZ.SG twice a year to maintain the Equipment in good working condition. In the event that the below services are required, but not limited to, (technician's assessment is final), it will not be covered under ITEZ.sg's warranty and the following charges will be quoted and imposed on the Customer.

Chemical washing - \$180/fan coil, Gas top up (R32 gas) - \$200, Pressure test – from \$700

7.2. Customer is restricted to using the Equipment only at the approved Residential Address.

7.3. ITEZ.SG will provide Customer with a fully-functional Equipment that is free from fault. Upon termination of Agreement, Customer must also return the Equipment in a good and acceptable condition, ordinary wear and tear excepted.

## **8. Equipment Ownership, Aircon Delivery and Installation, Warranty, Maintenance Coverage and Repair Policy**

8.1. The Equipment that the Customer subscribes to remains an asset of ITEZ.SG throughout the subscription. The Customer shall have no right, title, or interest in the Equipment except as expressly set forth in this Agreement.

8.2. The Plan package is for HDB flats and it includes all the standard installation materials required for the Equipment to function such as piping, trunking, insulation material and cables as well as one (1) time installation trip.

8.3. Customer will notify us on a suitable delivery date, within one (1) month after making the first payment, and ITEZ.SG will arrange for the delivery and installation of the Equipment to the Residential Address that is provided.

8.4. Any additional installation materials or services required will be charged as follows (inclusive but not limited to);

- Longer piping and trunking required in larger residences (quoted by technicians)
- Additional work services such as cutting and patching works (quoted by technicians)
- Drain pump will be charged at \$200 minimally
- An additional trip will be charged at \$200 minimally
- Chemical wash is charged at \$180/fan coil
- Additional installation of power points are chargeable from \$50 per power point
- Relocation and reinstallation at a new address is chargeable from \$400/fan coil
- Dismantling of old aircon units without disposal by our installers are chargeable at \$50/unit
- Any rescheduling of installation after confirmation will be chargeable at \$200
- Additional services such as cutting & patching of false ceiling, scaffolding services are also chargeable (quoted by technicians)

8.5. The Equipment is covered by a warranty during the Subscription Period which begins from the date of commencement, against defects in quality and materials under normal, non-commercial use.

8.6. Unless otherwise specified, the Equipment warranty only covers defects in material, design, and workmanship of the hardware components of the Equipment and any issue arising from the workmanship/installation as originally supplied. The warranty does not cover any accidental damage, or the damage of Customer's other property due to the Product installation, repair, or replacement. ITEZ.SG does not guarantee or make assurances on uninterrupted or error-free operation of the Product as well.

8.7. Customers are entitled to 1 servicing every 6 months, up to 2 times per contract year, which includes inspection, health check and general maintenance of the Equipment, to ensure that the

Equipment is in good working condition. Any additional servicing required by Customer will be chargeable at \$30 per fan coil.

8.8. It is the Customer's responsibility to contact the servicing's service provider or ITEZ.SG to schedule the half yearly servicing that is included in the Plan. In the event that the Customer has to reschedule the servicing, they must do so at least 24 hours before the scheduled time slot. Any last minute rescheduling or no show at the time of servicing will incur a charge of \$50 that the Customer will need to pay to ITEZ.SG.

8.9. In the event of claiming Equipment's warranty for repair, ITEZ.SG reserves the right to replace the Equipment that the Customer originally subscribed to with the same or similar Equipment or to repair and reinstall the Equipment for the Customer.

8.10. The Equipment is not transferable at any time and ITEZ.SG remains the sole owner of the Equipment.

8.11. The Equipment cannot be sold, transferred, or redeemed in cash under any circumstances. An audit check will be conducted periodically via email and/or Whatsapp or site visit, and failure to provide evidence of its existence will be considered a breach of contract.

8.12. In the event of Equipment breakdown, Customer is to reach out to ITEZ.SG within 7 days of breakdown. ITEZ.SG shall arrange with Customer within 1 business day for a day to send down the technician team to diagnose the Equipment at Customer's Residential Address. If the Equipment's breakdown is due to mechanical or electrical defects (technician's assessment will be final), the Equipment will be covered under ITEZ.SG's warranty.

8.13. If the Equipment is deemed not repairable or beyond economical repair (based on technician's assessment), ITEZ.SG will replace the Equipment with a similar or equivalent model and the malfunctioning Equipment will be collected back by ITEZ.SG. ITEZ.SG will arrange with Customer on another date and time for the dismantling of the malfunctioning Equipment and installation of the new Equipment.

8.14. Due to technological advances, the replaced Equipment may be of a lower retail value than the faulty Equipment. Replacement parts may be new, original or non-original manufacturer's parts that conform to factory specifications and shall be determined at ITEZ.SG's sole discretion.

8.15. Customers are responsible for communicating with ITEZ.SG to inform them about their decision on what they would like to do after the subscription period at least 7 days before the end of the subscription period. If the Customer fails to respond or communicate after the deadline, their subscription will be automatically extended for another 24 months. Afterwhich, the ownership of the Equipment will be transferred by ITEZ.SG to the Customer upon receiving the final subscription payment.

## **9. Accidental Damage Compensation Policy**

9.1. The Equipment warranty does not cover accidental damage due to accidental factors or mishandling which include but is not limited to liquid spillage, scratches, dents or bumps, incorrect insertion/removal of any components of the Equipment, lightning strikes, rust etc. Failure or damage caused by a failure to follow the requirements of the product manual, improper use, maintenance or operation of the Equipment, self-modification, or any other failures or damages that are not caused

by the quality of the Equipment (including components) are not covered under the Equipment's warranty.

9.2. If the Equipment is damaged due to any of the causes in clause 9.1, and other corresponding warranty services that are not purchased/subscribed under ITEZ.SG, ITEZ.SG reserves the rights to bill Customers by providing the repair services based on the specific damage of the products.

#### **10.Account Suspension and Late Payment**

10.1. Customer is to ensure that there is sufficient funds in their registered payment card before each recurring payment. In the event that Customer has a new card to be used for payment, Customer will have to log into their registered ITEZ.SG account and update their account information with the new card details. If ITEZ.SG fails to receive payment from the Customer on the Payment Schedule Date, ITEZ.SG will trigger a separate payment request requiring the Customer to make the payment via a link. If the payment remains outstanding, a second payment request will be sent to the Customer 7 days after the first payment request is sent.

10.2. Should ITEZ.SG fail to receive payment after the 2 attempts mentioned in clause 10.1, ITEZ.SG reserves the right to suspend the account and the Plan contract will then be considered breached in which clause 4 will be applied. ITEZ.SG reserves the right to remove the Equipment in the subscription plan from Customer's premise and ITEZ.SG shall not bear any liability or responsibility for any losses of any kind that the Customer might experience due to the account being suspended.

10.3. A late payment fee of \$50 will be charged to the outstanding payment if the Customer fails to make payment after the 2nd payment request.

10.4. In the event the Customer fails to make any arrangement to reactivate the account and make the outstanding payment mentioned in clauses 10.2 and 10.3, it will be considered a breach of contract and ITEZ.SG reserves the right to report the loss of the Equipment to the Singapore Police Force, and pursue all outstanding amounts including the use of legal action, or may at any time engage any credit management or collection agency for debt recovery where appropriate.

10.5. The administrative charge, as determined by ITEZ.SG's sole discretion after a failure to receive payment within seven (7) days from the payment schedule date, must be paid by the Customer as follows:

10.5.1. SGD 50 or 5% of the outstanding payment whichever is higher.

10.5.2. ITEZ.SG reserves the rights to change the administrative charges at their sole discretion and without prior notice to Customers.

10.5.3. A late interest of 2% per month will be charged and calculated on a daily basis, based on the remaining contract value from the date the unpaid amount was due and payable.

10.6. All scheduled servicing will be withheld and the warranty will be suspended until all payments and penalties are paid off by customers. ITEZ.sg reserves the right to charge customers for any repair costs during this period to reinstate the Equipment back to a useable state, if it was already in an unusable state.

#### **11.ITEZ.SG Management of System, Equipment and Data**

11.1. ITEZ.SG reserves the right to manage and control access to any Equipment operated or used by ITEZ.SG or linked to any computer or other electronic or telecommunications system operated or used by ITEZ.SG and any data stored therein in a manner deemed appropriate by ITEZ.SG and to delete any data (whether belonging to, provided or stored by the Customer or otherwise), notwithstanding that such access and the storage of such data is a requirement or constitutes a part of the IT subscription service.

## **12.Changes of Plan Fees**

12.1. ITEZ.SG reserves the right to change the monthly payment fee according to the prevailing GST rates set forth by the Government, and will notify Customer on when the new monthly payment fees will be enacted.

12.2. If the Plan fee is revised by ITEZ.SG at any time during the Subscription Period due to clause 12.1, then such revised fee shall apply based on the date provided by ITEZ.SG. The Customer will then pay the revised fee from that date onwards.

## **13.Consent to Use and Disclose Information and Data**

The Customer agrees that ITEZ.SG shall be entitled to collect, use or disclose any information or data collected from by the Customer in accordance with the Privacy Policy located on the ITEZ.SG website at <http://www.itez.sg/info> (or available from ITEZ.SG Mobile App). The Customer is entitled to withdraw such consent in the procedure as prescribed by ITEZ.SG from time to time unless there is outstanding payment payable to ITEZ.SG, and we may disclose information about you and any debt you owe us to

- a) A debt collection service we engage, and
- b) Anyone who takes, or in considering taking, an assignment of any debt you owe us.

## **14.General**

ITEZ.SG reserves the right to alter, modify, add to or otherwise vary Terms and Conditions from time to time by notice to the Customer through the online portal and via emails. The Customer shall be bound by the Terms and Conditions so amended. In any event, if the Customer continues to use the subscription service after such notice, the Customer shall be deemed to have accepted the amendments.

## **15.Recovery of Legal Costs**

If ITEZ.SG commences legal action to enforce the provisions of these Terms and Conditions against the Customer who is in default of their obligations under the Terms and Conditions, ITEZ.SG is entitled to recover the costs and expenses which are incurred as a resulting of commencing the action on an indemnity basis. These costs and expenses would be in addition to any other relief to which ITEZ.SG is entitled to.

## **16.Waiver**

The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every

provision of this Agreement. The acceptance of rent by ITEZ.SG does not waive the Customer's right to enforce any provisions of this Agreement.

#### **17.Liability and Indemnification**

The Customer, to the extent permitted by law, will indemnify and hold ITEZ.SG and the Equipment, free and harmless from any liability for losses, claims, injury to or death of any person, including the Customer, or for damage to any property arising from Customer using and possessing the Equipment or from the acts or omissions of any person or persons, including the Customer, using or possessing the Equipment with the Customer's express or implied consent.

#### **18.Severability**

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

#### **19.Assignment**

Neither this Agreement nor the Customer's rights hereunder are assignable except with ITEZ.SG's prior, written consent.

#### **20.Binding Effect**

The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the legal representatives, successors and permitted assigns of the Parties.

#### **21.Governing Law**

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

#### **22.Entire Agreement**

This Agreement, and any Agreements which have been incorporated by reference, constitute the entire agreement between ITEZ.SG and the Customer and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.