

## 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 a device 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 a device.
  - 1.1.3. "Minimum Subscription Period" means the minimum period for which the Customer must subscribe for the Device, as specified in clause 4.
  - 1.1.4. "IT Subscription Price Plan" means the subscription price plan determined by ITEZ.SG from time to time.
  - 1.1.5. "Device" means the device(s) or product(s) that the Customer subscribes to.
  - 1.1.6. "Subscription Period" means the entire duration for which the Customer has agreed to subscribe to the Device.
  - 1.1.7. "Payment Schedule Date" means the 11<sup>th</sup> or 21<sup>st</sup> of the month. The first date for payment will be the next closest date in the following month based on the date that the Device is delivered. For example, if the Device is delivered on 5<sup>th</sup> January 20XX, the first Payment Schedule Date will be on 11<sup>th</sup> February 20XX. Subsequent payment dates will follow on the 11<sup>th</sup> of each month thereafter, such as 11<sup>th</sup> March 20XX, and so on.
- 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 IT Subscription 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 valid residential and delivery addresses; and

- 2.1.6. be an authorized holder of an eligible credit card, debit card or any other payment method that is accepted by ITEZ.SG.
- 2.2. Upon meeting the above requirements in clause 2.1, the Customer can create an account with ITEZ.SG for the purposes of subscribing to the IT Subscription Plan.

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

The Customer authorises ITEZ.SG to conduct checks, validations and risk assessments through third parties and allow ITEZ.SG to make the inquiries necessary to verify your identity, to assess your capability to make payments under the IT Subscription plan, and as required by applicable laws or regulatory requirements. The Customers further agree and authorize us 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 IT Subscription Services.

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

- 4.1. The minimum Subscription period of the device subscription plan shall be:
  - 4.1.1. a period of 24 months: or
  - 4.1.2. such other periods may be stipulated by ITEZ.sg as the Minimum Subscription period before or when the Customer applies for the device subscription service.
- 4.2. Upon expiry or termination of the IT Subscription Plan, the Customer shall return the subscribed device to ITEZ.SG within seven (7) days, beginning on the date of expiry or termination. In the event that the Customer fails to return the device within the said day, and unless otherwise stated or arranged, the subscription will be automatically extended for the period of the original contract, or the imposition of full payment as per clauses 4.5 and 4.6.
- 4.3. Customers are responsible for communicating with ITEZ.SG to facilitate the return of the subscribed device before the expiry or termination date. If the Customer fails to respond or communicate, the subscription will be extended automatically 7 days before the end of the subscription period.
- 4.4. The device shall be returned to ITEZ.SG in acceptable condition including:-
  - 4.4.1. The device is in functional working condition.
  - 4.4.2. Key(s) and original accessories accompanying the original device (if applicable) need to be returned, including but not limited to the battery, charger, stylus, keyboard (for PCs), mouse (for PCs), adaptors and cables.

- 4.4.3. No major physical damages such as cracks, dents on the chassis/casing.
  - 4.4.4. The screen's hinges are not loose and can hold when open at 45 degrees.
  - 4.4.5. Battery to last at least 60 minutes in operating mode.
  - 4.4.6. LCD is free from major display faults such as cracks, lines, distorted display, decolorization, dark blotches or deep scratches.
  - 4.4.7. Devices should not have been tampered with.
- 4.5. If the IT Subscription Plan is terminated before the expiry of the Subscription Period by the Customer for any reason whatsoever, or by ITEZ.SG because of any breach by the Customer of any of the obligations or duties of the Customer then the Customer shall pay ITEZ.SG the higher fee of the following:
- 4.5.1. 50% of the subscription fee for the remaining months will be imposed and charged to the Customer upon returning the device to ITEZ.SG; and,
  - 4.5.2. Should the Customer fail to return the device for any reason upon default of the Subscription Fee, ITEZ.SG reserves the right to impose and charge amounting to 125% of the Standard Retail Price (as set out the invoice), encompassing the specified extended warranty of the subscribed device, minus any subscription fees received by ITEZ.SG; and,
  - 4.5.3. Admin/Legal fees of 25% of the outstanding amounts in clauses 4.5.1 and 4.5.2, plus 2% monthly interest.
  - 4.5.4. The full cost of consumable supplies such as toner or ink cartridges will be applied for any early termination of printer subscription.
- 4.6. In addition to the fees paid in clause 4.5, the Customer shall also pay ITEZ.SG any outstanding amounts, including any late payment fees, which shall be \$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 or would utilize the IT Subscription Service.

## **5. Device Ownership and Warranty Coverage**

- 5.1. The device that the Customer subscribes to remains an asset of ITEZ.SG throughout the Subscription Period including the devices under Subscribe-to-Own plan. The Customer shall have no right, title or interest in the Device except as expressly set forth in this Agreement.

- 5.2. The device is covered by a warranty for the Subscription Period which begins from the date of the subscription, as against defects in quality and materials under normal, non-commercial use.
- 5.3. Unless otherwise specified, the device warranty only covers defects in material, design and workmanship of the hardware components of the Product as originally supplied. The warranty does not cover any software, consumable items, or accessories even if packaged or sold together with the Product.
- 5.4. ITEZ.SG does not guarantee or make assurances on uninterrupted or error-free operation of the Product. Product performance is affected by system configuration, software, applications, and your data and operator control of the system, among other factors. While the Product is compatible with many systems, it is the Customer's responsibility to determine the compatibility and integration of the Product with other systems.
- 5.5. In the event of sending in the device for a warranty claim, ITEZ.SG reserves the right to replace the Device that the Customer originally subscribed to with the same or similar device or to repair the device that is sent in for repairs and then return it to the Customer.
- 5.6. The subscribed device is not transferable at any time during the subscription period.
- 5.7. Subscribed devices cannot be sold, transferred, or redeemed in cash under any circumstances. An audit check will be conducted periodically via email and/or Whatsapp, and failure to provide evidence of its existence will be considered a breach of contract.
- 5.8. All Apple devices will be enrolled into MDM. By enrolling a device, the user grants ITEZ.SG the authority to remotely manage and enforce security policies on the device. This management is strictly for the purpose of ensuring data security and protecting ITEZ.SG assets. In the event that a device is lost or stolen, or upon the termination or completion of contract, ITEZ.SG reserves the right to perform a full device wipe to protect subscriber's data and privacy. It is the subscriber's responsibility to back up any personal data prior to the returning of the device upon completion of the subscription.
- 5.9. A temporary loan device is applicable to laptop subscriptions only and will be provided upon request from ITEZ.SG. The loan unit provided may differ from the original model. However, it will be of comparable or equivalent specifications to the extent reasonably possible, subject to stock availability. Unless otherwise specified, the loan device must be returned to ITEZ.SG in its original condition upon collection of the repaired or serviced laptop. Failure to return the loan device shall incur a rental fee of \$12 per day until the device is duly returned.

## **6. Accidental Damage Compensation Policy**

- 6.1. The device warranty does not cover accidental damage due to accidental factors or mishandling which includes but is not limited to liquid spillage, scratches, dents or bumps, incorrect insertion/removal of the connector to the device, 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 device, self-modification, or any other failures or damages that are not caused by the quality of the device (including components) are not covered under the device's warranty.
- 6.2. If the subscribing device is damaged due to any of the causes in clause 6.1, and other corresponding warranty services are not purchased/subscribed, ITEZ.SG reserved the rights to charge Customers by providing the repair services based on the specific damage of the products.

## **7. Payment and Billing Policy**

- 7.1. A recurring payment notification will be sent to the Customer 3 days before the Payment Schedule Date, informing the Customer to make payment before the date. In the event that 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.
- 7.2. 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.
- 7.3. In the event that ITEZ.SG fails to receive payment after the 2 attempts mentioned in clause 7.1, ITEZ.SG reserves the right to suspend the account and make an attempt to retrieve the device from the Customer. 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 and the device will be returned.
- 7.4. Late payment fees of \$50 will be added to the outstanding payment if the Customer fails to make payment after the 2nd attempt of collecting payment.
- 7.5. In the event that the Customer fails to make any arrangement to reactivate the account, or return the device, and make the outstanding payment according to clause 4.4, it will be considered a breach of contract and ITEZ.SG Pte. Ltd. reserves the right to report the loss of the device 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.

- 7.6. 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:
  - 7.6.1. SGD 50 or 5% of the outstanding payment whichever is higher.
  - 7.6.2. ITEZ.SG reserves the rights to change the administrative charges at their sole discretion and without prior notice to customers.
- 7.7. ITEZ.SG may suspend, restrict or terminate any of the Subscription Plan and charge you administrative fees as set out in Clause 7.6. Additionally, 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.
- 7.8. 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 Subscription Device. The Company will exercise this right only after providing 7 days' written notice via Whatsapp and/or 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 Device. Failure to comply with this provision may result in additional charges and legal action to recover the Device.
- 7.9. For devices under the Device Enrollment Program (DEP), any failure to make payment within 30 days will result in the device being automatically disabled. To request unlocking and reactivating the device, all outstanding payments must be settled in full and until reactivated, monthly charges will continue to accrue according to the subscription agreement.

## **8. Cancellation and Refund Policy**

- 8.1. Upon entering into a monthly subscription plan and making the initial payment, the subscription becomes non-cancellable and binding for the full term of the agreement. Subscribers are required to complete all scheduled payments in accordance with the Subscription Plan. No cancellations, refunds, or partial refunds will be entertained at any time.

## **9. ITEZ.SG Management of System, Device and Data**

- 9.1. ITEZ.SG reserves the right to manage and control access to any devices 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.

- 9.2. It is the Customer's responsibility to back up the data in the device, restore the device and carry out a factory reset to erase all data created by the Customer during the subscription period upon returning the subscribed device to ITEZ.SG. ITEZ.SG shall not be responsible for any data loss upon the Customer returning the device to ITEZ.SG for any reason whatsoever.

## **10. Change of IT Subscription Plan**

- 10.1. The Customer shall not change the Subscription Plan without first notifying ITEZ.SG of the proposed change in writing, or through such other means as may be specified by ITEZ.SG, and obtaining ITEZ.SG's written consent. Any change consented to by ITEZ.SG shall take effect on the date specified by ITEZ.SG or, in the absence of any such specification, on the seventh day after the date of ITEZ.SG's written consent. Early termination charges or other one-time charges shall apply for a change, termination, or downgrade of the Subscription Plan.
- 10.2. If the Subscription Plan fee is revised by ITEZ.SG at any time during the Subscription Period, then such revised fee shall not apply during the Subscription Period. The Customer will continue to pay the fee which the parties had agreed upon at the time of subscription. ITEZ.SG reserves the sole discretion to determine the applicable fees in the event that the Subscription Plan is renewed.

## **11. 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/privacy-policy>. 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 PTE. LTD. 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.

## **12. 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.

### **13. 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 result of commencing the action on an indemnity basis. These costs and expenses that ITEZ.SG is entitled to would be in addition to any other relief to which ITEZ.SG is entitled.

### **14. 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.

### **15. Liability and Indemnification**

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

### **16. 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.

### **17. Assignment**

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

### **18. 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.

**19. Governing Law**

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

**20. 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.