

ITEZ.SG PTE.LTD DEVICE LEASING 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. "Client" means any person or company who applies for or leases to a device leasing service.
 - 1.1.2. "Terms and Conditions" mean the terms and conditions in this document that the Client agrees to abide by when leasing a device.
 - 1.1.3. "Minimum Leasing Period" means the minimum period for which the Client must lease the Device, as specified in clause 4.
 - 1.1.4. "IT Leasing Price Plan" means the leasing price plan determined by ITEZ.SG from time to time.
 - 1.1.5. "Device" means the device(s) or product(s) that the Client lease to.
 - 1.1.6. "Leasing Period" means the entire duration for which the Client has agreed to lease the Device.
 - 1.1.7. "Contract Value" means the total leasing premium to be paid for the committed duration.
 - 1.1.8. "Payment Schedule Date" means the 11th, 21st, or 28th day of the month. The first date for payment will be the next nearest date in the following month based on the date that the Client lease the Device. For example, if the Client leases on 5th January 20XX, the first Payment Schedule Date will be on 11th February 20XX and the following date would be 11th 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 their 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 lease to the IT Lease Plan, the Client must:
 - 2.1.1. be a Singapore-registered company unless approval is granted on a non-SG company;
 - 2.1.2. be an authorized or appointed representative of the company;
 - 2.1.3. have a verifiable or company email address and mobile phone number;
 - 2.1.4. provide a registered company office address and valid delivery address;
 - 2.1.5. 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 Client can create an account with the submission of the ACRA document to ITEZ.SG for the purposes of leasing to the IT lease plan.
- 2.3. Client is required to submit to ITEZ.SG PTE. LTD the original physical copy of the Bank Guarantee (BG) statement, or Legal Personal Guarantee Statement for the total leasing devices, if the authorized or appointed company's payment is not locally made, or in other consideration as requested by ITEZ.SG.
- 2.4. The account is subject to approval based on ITEZ.SG's assessment and consideration of the company check.

3. Credit and Other Checks

The Client authorizes ITEZ.SG to conduct checks, validations, and risk assessments through third parties and allow ITEZ.SG to make the inquiries necessary to verify the company's profile, to assess the company's capability to make payments under the IT lease plan, and as required by applicable laws or regulatory requirements. The Clients 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 leasing services.

4. Duration of Leasing Services, Minimum Period, Termination, and Device Return Condition

- 4.1. The minimum leasing period of the device leasing plan shall be:
 - 4.1.1. upon the agreed and acknowledged leasing period of 12 months / 24 months / 36 months on the quotation: or
 - 4.1.2. such other periods may be stipulated by ITEZ.sg as the minimum leasing period before or when the Client applies for the device leasing service.
 - 4.1.3. for lease to own leasing plan, there is no minimum period, and the company needs to carry out the leasing to own duration as stated in the first invoice till the total contract value has been paid.
- 4.2. The acknowledged quotation will serve as a confirmation order and cancellation by the Client for any reason whatsoever, will be considered as early termination, and payment would be imposed according to clause 4.5.
- 4.3. Upon expiry or termination of the IT lease plan, the Client shall liaise with ITEZ.SG in the return of the device within seven (7) days, beginning on the date of expiry or termination. In the event that the Client fails to return the device within the said day, full payment would be imposed according to clauses 4.4 and 4.5.
 - 4.3.1. for lease to own option, returning of device is not needed and transferring of device ownership for lease to own option will happen after the last committed payment.
- 4.4. The device shall be returned to ITEZ.SG (exclude lease to own option) 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 damage such as cracks, or 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. LCD is free from major display faults such as cracks, lines, distorted display, decolourization, dark blotches, or deep scratches.
 - 4.4.6. Devices should not have been tampered with.
- 4.5. If the IT lease plan is terminated before the expiry of the leasing period by the Client for any reason whatsoever, or by ITEZ.SG because of any breach by the Client of any of the obligations or duties of the Client then the Client shall pay ITEZ.SG the higher fee of the following:
 - 4.5.1. 50% of the leasing fee for the remaining months will be imposed and charged to the Client upon returning the device to ITEZ.SG; for lease to own, 100% of the leasing fee will be imposed and,
 - 4.5.2. 110% of the total contract value, or an additional 10% from the leased item retail price during the start of the lease (as set out in the invoice) less the total premium paid, whichever is higher will be imposed or charged to the Client if the Client fails to return the device for any reason whatsoever upon default of the leasing fee and demand for the return of the device (not applicable for lease to own option),
 - 4.5.3. Minimum admin/Legal fees of 25% of the outstanding amounts in clauses 4.5.1 and 4.5.2, or in the event of default payment 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 the printer subscription.
- 4.6. In addition to the fees paid in clause 4.5, the Client shall also pay ITEZ.SG any outstanding amounts, including any late payment fees, which shall be \$50 per month or 2% of total outstanding amount whichever higher, and/or any fees or charges which ITEZ.SG has waived, reduced, discounted, or offered on the basis of goodwill, having assumed that the Client had leased to or would utilize the IT leasing service.

5. Device Ownership and Warranty Coverage

- 5.1. The device that the Client leases to remain an asset of ITEZ.SG throughout the leasing period. The Client shall have no right, title, or interest in the device except as expressly set forth in this Agreement.
- 5.2. For lease to own leasing option, the transfer of ownership of the device will be done after the last payment had been paid.
- 5.3. The device is covered by a warranty for the leasing period which begins from the date of the lease, as against defects in quality and materials.

- 5.4. Unless otherwise specified, the device warranty only covers defects in the material, design, and workmanship of the product's hardware components as originally supplied. The warranty does not cover any software, consumable items, or accessories even if packaged or leased together with the Product.
- 5.5. ITEZ.SG does not guarantee or make assurances on the 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 Client's responsibility to determine the compatibility and integration of the Product with other systems.
- 5.6. In the event of sending in the device for a warranty claim, ITEZ.SG reserves the right to replace the Device that the Client originally leased with the same or similar device or to repair the device that is sent in for repairs and then return it to the Client.
- 5.7. The leased device is not transferable at any time during the leasing period.
- 5.8. Leased 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.
- 5.9. A temporary device will only be provided upon request from ITEZ.SG, subject to availability, and in accordance with the arrangement. Unless otherwise stated, the loaned device must be returned to ITEZ.SG in its original condition upon collection of the repaired or serviced device. Failure to return the loaned device may result in an additional rental fee of \$12 per day.
 - 5.9.1. Loan device is only applicable for laptop and tablet leasing.

6. Accidental Damage Compensation Policy

- 6.1. Unless stated that the Accidental Damage Protection of the devices is included, in the quotation and invoice:
 - 6.1.1. 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) is not covered under the device's warranty.
 - 6.1.2. If the leasing 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 right to charge Clients by providing repair services based on the specific damage to the products.
- 6.2. Accidental Damage Protection coverage may subject to an additional deductible service fee per incident depending on the accidental damage and repair work required for the device.

7. Account Suspension and Late Payment

- 7.1. A recurring payment notification will be sent to the Client 3 days before the payment schedule date, informing the Client of the upcoming payment. On the payment schedule date, an invoice payment will be sent to the Client, requiring the Client to make the payment. If ITEZ.SG fails to receive payment from the Client 14 days after the payment schedule date, a payment due notification will be sent to the Client.
- 7.2. In the event that ITEZ.SG fails to receive payment after 14 days of the payment schedule date mentioned in clause 7.1, ITEZ.SG reserves the right to suspend the account and make an attempt to retrieve the device from the Client. ITEZ.SG shall not bear any liability or responsibility for any losses of any kind that the Client might experience due to the account being suspended and the device will be returned.
- 7.3. Late payment fees of \$50 or 5% of outstanding balance will be added to the outstanding payment if the Client fails to make payment after 14 days of the payment schedule date.
- 7.4. In the event that the Client 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, terminate the warranty accordingly 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.

- 7.5. The administrative charge, as determined by ITEZ.SG's sole discretion after a failure to receive a payment within fourteen (14) days from the payment schedule date, must be paid by the Client as follows:
 - 7.5.1. SGD 50 or 5% of the outstanding payment whichever is higher.
 - 7.5.2. ITEZ.SG reserves the right to change the administrative charges at their sole discretion and without prior notice to Clients.
- 7.6. ITEZ.SG may suspend, restrict or terminate any of the leasing plans and charge you administrative fees as set out in Clause 7.5 and late interest of 2% per month from the date the unpaid amount was due and payable, calculated on a daily basis.

8. ITEZ.SG Management of System, Device, and Data

- 8.1. 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 Client or otherwise) upon the return of the leasing devices, notwithstanding that such access and the storage of such data is a requirement or constitutes a part of the IT leasing service.
- 8.2. It is the Client's responsibility to back up the data in the leasing device, restore the leasing device and carry out a factory reset to erase all data created by the Client during the leasing period upon returning the leasing device to ITEZ.SG. ITEZ.SG shall not be responsible for any data loss upon the return of the device from the Client to ITEZ.SG for any reason whatsoever.
- 8.3. During the course of the lease, ITEZ.SG has neither the rights nor the ability to access the leasing device unless the leasing device is authorized to be managed by ITEZ.SG under the device management services.
- 8.4. All returned leasing devices, excluding devices sent in for servicing, will go through a data destruction process with a certified tool by the CSA (Cyber Security Agency) to ensure all data are securely wiped out before the next leasing cycle. Data will not be retrievable upon the process of data destruction, and it is the customer's full responsibility to back up the data prior to this, and ITEZ.SG will not be held responsible for any loss of important data throughout the data destruction process.

9. Service Plan (Optional)

- 9.1 ITEZ.SG Service Plan has a validity period of one year upon the sign-up and will require a subsequent payment to continue the service in the following year. Should the Client engage ITEZ.SG's Service Plan, depending on the service point purchased, the Client may request (and in which case ITEZ.SG shall provide) the following during the validity period:
 - 9.1.1 Express On-Site service with a deductible of 4 points per incident for a response time within 4 hours.
 - 9.1.2 Express On-Site service with a deductible of 10 points per incident for a response time within 2 hours.
 - 9.1.3 Express Delivery of temporary loan device within 8 hours with a deductible of 4 points per round trip, in the event whereby the leasing device requires repair due to a hardware issue.
 - 9.1.3 PC Support, which can include diagnosis and troubleshooting, with a deductible of 3 points per hour.
 - 9.1.4 Other Support, which includes security solutions, messaging, or groupware support, with a deductible of 10 points per hour.
 - 9.1.5 Disaster Recovery Services, with a deductible of 15 points per hour.
 - 9.1.6 LAN or server support, with a deductible of 7 points per hour.
- 9.2 In the event whereby there is a balance of points unused, the Client may carry forward the balanced points to the following year (12 months), thereafter, it will be considered forfeited if not utilized.

10. Change of IT Lease Plan

- 10.1. The Client shall not change the lease 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 lease plan.

- 10.2. If the lease plan fee is revised by ITEZ.SG at any time during the leasing period, then such a revised fee shall not apply during the leasing period. The Client will continue to pay the fee which the parties had agreed upon at the time of the lease. ITEZ.SG reserves the sole discretion to determine the applicable fees in the event that the lease plan is renewed.

11. Consent to Use and Disclose Information and Data

The Client agrees that ITEZ.SG shall be entitled to collect, use or disclose any information or data collected from the Client in accordance with the Privacy Policy located on the ITEZ.SG website at <http://www.itez.sg/privacy-policy> (or available from ITEZ.SG Mobile App). The Client is entitled to withdraw such consent in the procedure as prescribed by ITEZ.SG from time to time unless there is an 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 is considering taking, an assignment of any debt you owe us.

12. General

- 12.1. ITEZ.SG reserves the right to alter, modify, add to or otherwise vary the following Terms and Conditions from time to time without prior notice and the Client shall be bound by the Terms and Conditions as so amended:

12.1.1 Payment Scheduling (i.e. payment date or payment term)

- 12.2. ITEZ.SG also reserves the right to alter, modify, add to or otherwise vary other Terms and Conditions by providing 30 days' notice to the Client.

12.2.1 The Client may choose to accept with acknowledgement of the revised Terms and Conditions and continue the leasing terms, or

12.1.2 In the event, the Client does not accept the revised Terms and Conditions, then either the Terms and Conditions will remain unchanged, or the Client may terminate the lease plan with effect from the date the change in Terms and Conditions would be in effect and notwithstanding clause 4.5 of this Agreement, whereby no early termination fees will be applied.

13. Recovery of Legal Costs

If ITEZ.SG commences legal action to enforce the provisions of these Terms and Conditions against the Client 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 the lease by ITEZ.SG does not waive the Client's right to enforce any provisions of this Agreement.

15. Liability and Indemnification

The Client, 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 Client, or for damage to property arising from Client using and possessing the equipment or from the acts or omissions of any person or persons, including the Client, using or possessing the Device with the Client'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 Client'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 Client 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.

This contract has been executed and delivered as an agreement to the terms and conditions and such is demonstrated by the signature and company stamp below:

LESSEE

SIGNED, SEALED, DELIVERED)
as a contract)
by [])

Signature of Lessee:

Company Stamp of Lessee:

Date: