

1World Telecommunications Pte Ltd Terms and Conditions

1. Definitions

- 1.1 Save where the context otherwise requires, words importing the singular number also include the plural number and vice versa, words importing the masculine gender also include the feminine gender and neuter gender or either of them and vice versa, and words importing a person also include a firm or corporation and vice versa.
- 1.2 Unless the context otherwise requires, the following expressions shall have the meanings set forth opposite them respectively as follows :-
 - a. 1World means 1World Telecommunications Pte Ltd
 - b. "Account"
- the account opened by the Customer with 1World in connection with the Service and the expression "Account" shall also include all other accounts which the Customer has opened or may hereafter open with 1World from time to time, whether in connection with the Service, other services or otherwise.
 - c. "Agreement"
- the agreement between the Customer and 1World for the provision of the Service comprising the terms and conditions herein and the terms and conditions set out in any application and/or subscription forms signed by the Customer.
 - d. "Charges"
- all subscription fees, connection and usage tariffs and other sums, member fees and expenses payable by the Customer for the Service under this Agreement.
 - e. "Service"
- international telecommunication / telephony services provided by or through 1World to the Customer and any value-added features which 1World may introduce from time to time and which the Customer had subscribed for and/or used. The Service is subject to change at any time without notice to the Customer.

2. Agreement

- 2.1. By completing the registration process for any service provided by 1World, the Customer is deemed to have accepted and agreed to be bound by the terms and conditions herein.
- 2.2 1World agrees at the request of the Customer to provide the Service to the Customer subject to the terms and conditions, as the same may be amended or supplemented from time to time by 1World without notice to the Customer.
- 2.3 This Agreement commences when the Customer signs the requisite forms provided by 1World and continues until terminated in accordance with these terms and conditions.

3. Payment Plan

- 3.1 1World reserves the right to reject any application without giving any reason therefore to the Customer.
- 3.2 The Customer agrees that 1World shall have the right at any time during the term of this Agreement to request him to switch from one plan to another below without giving any reasons thereof and upon such request by 1World, the Customer shall do such acts and execute such documents as may be necessary for him to fulfill the eligibility requirements of such plan.
- 3.3 The Customer agrees that there shall be subscription plans under which 1World will accept payment for the Charges, The eligibility requirements of subscription plan are as follows:-
 - a. The Monthly Payment Plan
 - i. In order for a sole proprietorship, a partnership and a corporate entity to be eligible under the Monthly Payment Plan, it must satisfy the following conditions:-
 - The Customer must be in operation and continue to be in operation for a minimum period of six months before the application;

- The Customer must be incorporated or registered in Singapore;
- The Customer must produce, if it is a corporation, the original copy of its Certificate of Incorporation and if it is a sole proprietorship or a partnership, the Certificate of Registration issued by the Registry of Businesses and Companies for the preceding year and the current year;
- The Customer must produce copies of its telephone bills by Singtel or Starhub for local calls made by it for the preceding three (3) months ;

b. Pre Select Deposit Plan

- i. In order for a Customer (regardless of whether such Customer is a sole proprietorship, partnership, corporate entity or individual) to qualify under the Pre select Deposit Plan, he must furnish and maintain with 1World during the term of this Agreement a cash deposit of such amount as may be required by 1World from time to time (the "Deposit"); and

- 3.4 The Customer may only switch from one plan to another with the prior written consent of 1World (which consent may be subject to conditions).

4. Deposit

- 4.1 The Pre Select Deposit Customer hereby undertakes to increase the amount of the Deposit when so requested by 1World. The addition Deposit be paid to 1World shall in such manner as may be acceptable to 1World from time to time.
- 4.2 No reduction in the amount of Deposit maintained with 1World may be made by a Pre Select Deposit Customer, unless the written consent of 1World is obtained. The refund of any Deposit arising from a reduction in the Deposit shall be made in such manner as 1World deem fit.
- 4.3 The Deposit, once furnished, is non-refundable during the term of this Agreement except with the written consent of 1World or upon the termination or expiry of this Agreement.
- 4.4 1World is under no obligation to:-
- a. place the Deposit furnished by a Pre Select Deposit Customer in any interest-bearing account to earn interest:
 - b. pay to such Pre Select Deposit Customer, whether during or after the term of this Agreement, any interest accrued on the Deposit or which would have accrued on the Deposit if it had been placed by 1World in an interest-bearing account.

5. Access to the Service

- 5.1 Access to the Service may be obtained by the Customer in the following ways:-
- i. such telephone numbers have been registered with a duly licensed telecommunications in Singapore
 - ii. such telephone numbers are not classified as "confidential numbers".
- 5.2 Customer who has been selected and registered by 1World to gain access through 1World services, shall be entitled to registered a maximum of three (3) registered numbers from which such Customer may obtain access to the Service. 1World reserves the right to reject the Customer's nominations at any time as it deems necessary.
- 5.3 1World shall not be liable to the Customer for any losses, damages, claims, liabilities, expenses or costs which may be suffered or incurred by the Customer as a result of or arising from any rejection of the registered numbers nominated by it for whatsoever reason.
- 5.4 In the case of a Customer who has been assigned a PIN / Account Number by 1World to obtain access to the Service, such Customer shall:-
- a. be solely responsible for protecting the secrecy and preventing the unauthorized use of his PIN / Account Number; and
 - b. continue to be liable for all charges incurred as a result of any unauthorized use or misuse of the PIN / Account Number.

1World shall not be liable to such Customer for any losses, damages, claims, liabilities, expenses or costs which may be suffered or incurred by him as a result of or arising from any unauthorized use or misuse of the PIN / Account Number.

- 5.5 Customer who had been selected and registered by 1World to gain access to the Service through registered numbers, such Customer shall:-
- a. be solely responsible for preventing the unauthorized use of his registered numbers; and
 - b. continues to be liable for all charges incurred as a result of any unauthorized use or misuse of his registered numbers.

1World shall not be liable to such Customer for any losses, damages, claims, liabilities, expenses or costs which may be suffered or incurred by him as a result of or arising from any unauthorized use or misuse of his registered numbers.

- 5.6 1World shall have the right or under no obligation at any time to change or cancel the PIN / Account Number of a Customer without being bound to give any reason therefore.

6. Notice

- 6.1 Customer who has been assigned a PIN / Account Number by 1World shall give 1World notice immediately upon it becoming aware that its PIN / Account Number has been or may be revealed to a person not authorized to use it.
- 6.2 The Customer shall notify 1World immediately if his billing address has been changed.
- 6.3 Any notice require to be given by the Customer may be given verbally, Email to 1World Customer services, or in writing and post delivered sent to such address 1World may stipulate from time to time. If verbal notice is served, the customer must with three (3) working days follow by a notice by Email or by mean of a written notice to 1World for it content to take effect.

7. Charges

- 7.1 Unless determined otherwise by 1World, each call shall be charged in a block of 60 seconds.
- 7.2 The per-minute tariff charges applicable for each call shall determined by 1World from time to time, which rate is subject to change without notice to the Customer.
- 7.3 Charging commences as soon as a call is answered, regardless of (i) whether the call is answered by man, machine or otherwise.
- 7.4 A Connection fee of Singapore Three Cent (S\$0.03) per call may be implied.
- 7.5 A service fee of Singapore Dollars Twelve (S\$12/-) per year may be implied.
- 7.6 1World may determine and impose charges, payment terms and prescribed rates and vary or revise the same from time to time and such variation shall be effective as from the date specified by 1world. All tariff charges would be reflected on our official web-site <http://www.1worldtelecom.com>

8. Payment

- 8.1 The Monthly Payment Plan and Pre Selected Deposit plans Customers will be billed on a monthly basis for the call tariff charges. Unless otherwise determined by 1World, payment for the usage Tariff Charges must be made within 14 days from the date of the bill in such manner as may be acceptable by 1World.
- 8.2 A top up or recharge shall be made by the Pre selected Deposit Plan customer to 1world every time an amount equal to or in excess of S\$100.00 is charged to the Account of the Customer. Such top up or recharge shall be of an amount equal to the amount of the outstanding Charges incurred by mean of Cash, Cheque or Via AXS Machine top up.
- 8.3 A Monthly Payment Plan Customers may receive an interim bill once credit limit is reached. An interim bills require immediate payment by Cash, Cheque or AXS Machine top up.

- 8.4 In the event that a Pre Selected Deposit Customer or a Monthly Payment Customer fails to make payment of its outstanding Charges in the accordance with the provisions of this Agreement. 1World shall be entitled to charge and administration fee of Five Dollar monthly or interest at the rate of two per cent. (2%) per month on the outstanding Charges which ever is higher for the period commencing from:-
- a. the due date of such outstanding Charges and ending (and including) the day the payment of the outstanding Charges is received by 1World.
- 8.5 Without prejudice to the provisions in this Agreement and the other rights and remedies of 1World, shall be entitled, in the event that a Pre Selected Deposit Customer fails to make payment of its outstanding Charges in the accordance with the provisions of this Agreement, to deduct from the Deposit any amounts remaining owing to 1World after the due date for payment has lapsed. Nothing herein shall affect the Customer's obligation to promptly pay all sums owing to 1World under this Agreement.
- 8.6 1World will pose a minimum administrative fee of S\$300.00 (or such other amount as 1World may determine from time to time) to the Customer in the event that 1World employs legal or other means to collect payment of any outstanding bill.
- 8.7 In the event that a dispute arises with respect to any bill, the Customer shall, notwithstanding such dispute, settle the bill in accordance with the terms of this Agreement which are applicable to him. Upon the resolution of the dispute, the necessary adjustments (if any) will be made in a subsequent bill.
- 8.8 In addition to the terms and conditions herein, the Customer shall also comply with the terms and conditions printed on the reverse of his bill or attached thereto

9. Suspension Of Service

- 9.1 A Monthly Payment Customer shall have a credit limit determine by 1World from time to time.
- 9.2 A Pre Selected Deposit Customer shall have a credit limit equal to the amount of his Deposit.
- 9.3 The Service may be suspended forthwith without notice to the Customer upon the occurrence of the following events:-
- a. in the case of a Pre Selected Deposit Customer, the aggregate outstanding Charges in respect of such Customer shall at any time be in excess of the credit limit applicable to him;
 - b. in the case of a Monthly Payment Customer, the Charges payable by such Customer under a bill shall remain outstanding for a period exceeding 14 days or the aggregate outstanding Charges in respect of such Customer shall at any time be in excess of the credit limit applicable to him (whichever is earlier).
- 9.4 1World shall also have the right to suspend the Service without notice to the Customer at any time shall be of the opinion that the Customer shall be unable to pay its bills when they fall due.

The Service, once suspended, may only be reinstated if 1World shall, in its sole discretion, deem it fit to do so.

10. Termination

- 10.1 Either party may terminate this Agreement by giving the other party seven (7) working days' prior written notice thereof.
- 10.2 1World may, without prejudice to its rights and remedies and notwithstanding the waiver of any previous breach, immediately terminate this Agreement and disconnect the Service in any of the following events:
- a. If any Charges are in arrears;
 - b. If the Customer shall be adjudged bankrupt or if a receiving order be made against him, or if he makes any composition or arrangement with or assignment for the benefit of his creditors, or suffers a distress or execution to be levied on his premises;
 - c. If the Customer being a corporation shall have a winding-up petition presented against it or shall have a receiver, or a receiver and manager, or a judicial manager appointed;
 - d. If the Customer shall fail to comply with any of the terms and conditions herein;

- e. If any of the warranties or representations made by the Customer herein shall be untrue; or
 - f. if 1World shall be of the opinion that the use by the Customer of the Service is illegal unlawful or undesirable to the general public.
- 10.3 The termination of this Agreement by 1World shall be without prejudice to any of its rights or remedies which have arisen prior to the date of termination.
- 10.4 Upon the termination of this Agreement, all Charges incurred by the Customer up to the date of termination of the Service shall become immediately payable. In the case of a Pre Selected Deposit Customer, 1World shall be entitled to deduct such outstanding amounts from his Deposit. The balance, if any, left in his Account after setting off such outstanding sums shall be refunded to the Customer in such manner as 1World shall deem fit.

11. Liabilities & Warranties

- 11.1 The due performance by 1World of the Service is subject to suspension, variation, cancellation or determination by 1World as a result of or arising from events beyond 1World control including, without limitation, acts of God, industrial action, war, riots, fire, flood, strike, delay or the failure by another telecommunications service provider. In the event of suspension, variation, cancellation or determination of the Service arising from any such cause, 1World shall not be liable to the Customer for any damages (whether direct, indirect, consequential, incidental or otherwise) including, without limitation, damages for loss of profits or business, losses, costs, expenses claims or liabilities suffered or incurred by the Customer as a result of or arising from such suspension, variation, cancellation or determination.
- 11.2 In no event shall 1World be liable to the Customer or any third party for any (i) loss of revenue, profits savings, business or goodwill, and (ii) punitive, exemplary, proximate, consequential, or incidental damages and expenses of any type or nature suffered or incurred by the Customer or any third party as a result of or arising from any breach or default by 1World of the terms and conditions hereunder and the provision of the Service.
- 11.3 As the performance of some Services may be affected by the levels of use of other users and of facilities related to providing the Service, 1World does not warrant that Services will be free of blockages, delays or faults and line quality may vary from countries to countries or from fixed line to Mobile Phone, 1World will not be responsible for any loss or damage which may result.
- 11.4 The Customer warrants and represents to 1World that all information furnished by him to 1World (whether verbally or in written form) is true, accurate and complete and he has the power to enter into this Agreement and has obtained all the necessary approvals, consents and authorizations to do so.

12. Governing Law & Jurisdiction

This Agreement is governed by and shall be construed in accordance with the laws of Singapore and the parties hereto submit to the non-exclusive jurisdiction of the courts of Singapore.

13. Assignment

- 13.1 1World may assign and transfer any or all of its rights, interests and obligations under this Agreement to any third party, including but not limited to any of its Related Corporations (as defined in the Companies Act of Singapore (Cap.50)). Any such assignment or transfer shall take effect upon service on the Customer of a notice thereof. In the event that 1World assigns and transfers all its rights, interests and obligations under this Agreement :-

All references to 1World herein shall upon and after any such assignment and transfer be construed as a reference to the assignee and transferee of 1World and such assignee and transferee shall be entitled to enforce all rights and perform all obligations of 1World and to be paid all sums due or accruing due from the Customer under this Agreement as at the date of such assignment and transfer.

