

Terms & Conditions

1. This GlobalCom Services Agreement is made between GlobalCom Information Services Pte Ltd (hereinafter called "GlobalCom") and the Customer.
2. These terms and conditions shall constitute the entire agreement in respect of the services and/or equipment provided by GlobalCom to the Customer pursuant to this Agreement (hereinafter called "Services"). By completing and signing the application form overleaf, the Customer hereby agrees to be unconditionally bound by these terms and conditions.
3. The Customer warrants that the details furnished by the Customer in the application form overleaf are true in every particular. The Customer shall notify GlobalCom promptly in the event of any changes to such details.
4. The Customer shall place such deposit(s) (hereinafter called "Customer Deposit") as GlobalCom may require to cover the Services provided or to be provided. Such Customer Deposit may at the discretion of GlobalCom be used to offset any outstanding due and owing to GlobalCom by the Customer before the balance, if any, is to be refunded by GlobalCom to the Customer.
5. GlobalCom shall invoice the Customer on a monthly basis for the Services. The Customer shall make payment of the respective GlobalCom invoice within fourteen (14) days of the date of the respective invoice. Payment by cheque shall be made in favour of "GlobalCom Information Services Pte Ltd" and forwarded to GlobalCom's address at Blk 1 Ang Mo Kio Ind. Park 2A, #06-02 AMK TECH 1, Singapore 568049 or as may otherwise be directed by GlobalCom in writing. GlobalCom's invoice shall be conclusive of the Services utilised by the Customer and the amount payable by the Customer for the Services, and the Customer shall not make any objection thereto.
6. In the event that any GlobalCom invoice is outstanding and unpaid after its due date, the Customer hereby agrees that GlobalCom shall be entitled to charge interest at the rate of ten (10) per cent per annum on the amount outstanding and unpaid calculated as from the date when payment is due to the date of actual payment (whether before or after judgement).
7. GlobalCom makes no express or implied warranties of any kind with regard to the Services and specifically disclaims the implied warranties of merchantability, satisfactory quality and fitness for a particular purpose. The Customer hereby acknowledges and agrees that GlobalCom shall not be liable to the Customer or to any other third party for any claims (whether contractual, tortious, statutory or otherwise) for any form of damage, loss, costs, injury or harm sustained or incurred by the Customer resulting directly or indirectly out of the Services, or any failure of, or interruption or delay to the Services and including without limitation, damages, loss, costs, injury or harm in the nature of special, consequential, general, incidental or other damages or loss (including loss of revenue, loss of profit, loss of business or loss arising from claims by third parties) notwithstanding that GlobalCom may be aware or ought to have been aware of the possibility of any such damages, loss, costs, injury or harm. The Customer further acknowledges that the Services are provided to the Customer at the Customer's own risk and for the Customer's sole benefit and for no other party.
8. The Customer shall indemnify and hold GlobalCom harmless from and against any and all claims, demands, liabilities, costs, losses and expenses of every kind and nature whatsoever incurred or suffered by GlobalCom as a result of any claim made or proceedings instituted against GlobalCom by a third party and arising out of the use or inability to use the Services.
9. The Customer shall ensure that the Services shall not be used for any illegal or unlawful purpose or cause irritation, annoyance, embarrassment, harassment or nuisance of any kind whatsoever to others.
10. The Customer shall not make any modification, add any peripheral equipment, make any adjustment, remove or otherwise tamper in any way with the equipment provided by GlobalCom without the prior written consent by GlobalCom. Any costs, losses, expenses or damages arising from such modification, addition, adjustment, removal or tampering shall be fully borne by the Customer without prejudice to any other rights and remedies which GlobalCom may have against the Customer.
11. Unless purchased by the Customer, all equipment provided by GlobalCom pursuant to this Agreement shall remain the property of GlobalCom and shall be returned by the Customer to GlobalCom upon the termination of this Agreement.
12. The Customer may terminate this Agreement by giving GlobalCom at least one (1) month's prior notice in writing. The date of notice of termination shall be the date of receipt of the said written notice by GlobalCom.
13. GlobalCom reserves the right to terminate the Agreement at any time without assigning any reason for the same. In the event of such termination, the Customer shall allow GlobalCom's staff and/or authorised agent to enter into the Customer's premises for the purpose of removing all equipment provided by GlobalCom pursuant to this Agreement. The Customer shall be liable to pay GlobalCom for the Services up to and including the date of termination.

Signature / Date