

SPECIAL TERMS AND CONDITIONS FOR YouCLink SERVICES

These terms and conditions shall constitute the whole of the agreement between Customer and the Company. These terms and conditions shall be read in conjunction with the General Terms and Conditions. Where a conflict occurs between these terms and conditions and those of the General Terms and Conditions, the terms and conditions herein will prevail.

1. PROVISION OF SERVICES

- 1.1 Subject to compliance by Customer with its obligations under these terms and conditions, the Company shall provide the Services to Customer during the term specified in the order form ("Application") with reasonable care and skills. The Company reserves the right to vary the Services from time to time without notice to Customer and the updated terms and conditions can be found at <https://youclink.citictel.com/>.
- 1.2 The "Services" mean the electronic transmission of information, graphics, sound, voice and any other form of information transfer through the Company. The Services include:
 - (1) Cloud Unified Communications (UC) service which is the provision of a suite of cloud based communication services over IP to which Customer connects via the internet or business IP networking solutions, facilitating internal telecommunications connections.
 - (2) Hosted session initiation protocol (SIP) trunking service. The facility to use the hosed voice-over internet protocol service to make external telecommunications connections to the local public switched telephone network via internet or by means of SIP.
 - (3) On-Site installed private branch exchange (PBX) or telecommunication equipment.
 - (4) YouCLink APP which is the mobile or internet communication software application made available by the Company for download and use with the Services.
- 1.3 Customer acknowledges and agrees that there may be some restrictions and limitations to geographic number portability.
- 1.4 Customer is solely responsible for acquiring, installing, configuring, operating and maintaining all networks, equipment, hardware, software and facilities necessary for Customer's systems and devices to operate with the Services. The Services may not support or be compatible with all operating systems, browsers or networks, and it is Customer's responsibility to verify compatibility prior to purchasing the Services. Customer is solely responsible for providing its own internet and data communication connections and services.
- 1.5 Some of the Services may require the use of the Company's recommended hardware together with software firmware upgrades. Other standard product(s) may be available, however the problem-free operation is not guaranteed by the Company. Furthermore, the Company may, at its discretion, refuse to provide support for non-standard hardware and/or charge a support fees in relation to assisting Customer with configuration of unsupported features or hardware.

1.6 In the event that Customer requests an amendment to the system configuration during the system provisioning period, the Company may, at its discretion, reset the provisioning start date, thus delaying the availability of the system.

2. CONDITION PRECEDENT

By purchasing the Company's Services, Customer confirms that he/she understands:

- (1) the Service(s) may sometimes be unavailable as a result of reason which the Company have no control.
- (2) the Service(s) is/are subject to different regulatory treatment if applicable.

3. RESPONSIBILITIES OF THE COMPANY

3.1 The Company will provide the Services to Customer subject to these Special Terms and Conditions, the General Terms and Conditions and any Application(s).

3.2 The Company uses reasonable endeavours to ensure that the Services is available 7 x 24 hours, and when possible, attempts to schedule routine preventative maintenance during off-peak hours. Customer's access to and use of the Services may be unavailable for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures, problems inherent in the use of the internet and electronic communications, failures of the Company's or its service providers (including telecommunications, hosting and power providers) or other interruptions.

3.3 The Company is entitled, without any liability to Customer, to suspend or limit access to the Services at any time: (i) for scheduled downtime to permit the Company to conduct maintenance or make modifications to the Services; or (ii) in the event of a denial of service attack or other attack on the Services or other event that the Company determines, in the Company's discretion, may create a risk to the Services, to the Company or to any of the Company's other customers if the Services was not suspended. The Company will take reasonable steps to minimize such disruption where it is within the reasonable control of the Company.

4. USE OF THE SERVICES

4.1 Customer shall co-operate in full with the Company in drawing up a fully completed Application, including specifying in full the requirements in respect of the relevant Services.

4.2 Customer shall ensure that all information provided by itself is materially accurate and update the Company promptly in the event that any such information changes. The Customer acknowledges that the Company may not be able to convey calls where accurate information is not provided.

4.3 Customer's use of the Services will require designated login name and the assignment of passwords. When Customer completes the registration process for the Services, Customer will be assigned login name and passwords. Customer is solely responsible for selection of its authorized users, and the control of its login name, passwords or other access controls, security levels or restrictions.

Customer shall be responsible for all access or use of the Services by Customer, its authorized users and any person or entity using the Services under the Customer's account, login name, passwords or authorization provided by or obtained from Customer, whether or not such access or use has been authorized and whether or not such person or entity is an employee or agent of Customer.

- 4.4 The Services include functionality that enables Customer to transmit, exchange, share and use, whether in any type of media, any information, records, images, video and similar materials (collectively "Content"). Customer represents and warrants that Customer is the owner of or has all necessary rights in and to all Content transmitted, submitted or processed to or using the Services, and that the transmission, submission, hosting, processing or use of the Content in connection with the provision of Services to Customer will not violate any copyright, trademark, trade name, service mark, trade secret, patent, moral, database, privacy, publicity or other intellectual property and proprietary rights of third parties. Customer hereby grants to the Company and its agents an irrevocable, non-exclusive, transferable, worldwide, royalty-free, fully-paid right and license to host, cache, store, copy, access, display, process, transmit and otherwise use the Content solely in connection the provision of Services to Customer.
- 4.5 Customer agrees and covenants that Customer and its authorized users will not use the Services for any unlawful purpose. Without limiting the foregoing, Customer agrees that its authorized users will not use or permit the Service to be used:
- (i) to disseminate any content or material that is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, or otherwise objectionable under applicable laws or community standards;
 - (ii) to disseminate any software viruses or any other computer code, files or programs that may harm, interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - (iii) to facilitate unsolicited or unauthorized advertising, promotional, junk call or any other form of duplicative or unsolicited calls, whether commercial or otherwise;
 - (iv) to collect, intercept or harvest login names, to collect, intercept any personal data about other users of the Services, or to solicit or attempt to discover a user's password, login name or other registration information;
 - (v) to use the Services in a manner that enables Customer and its authorized users or any third party to avoid any obligation to pay for the Services, or to otherwise disrupt or place an undue burden or demand on the Services or the servers or networks involved with the operation thereof;
 - (vi) to gain unauthorized access to the Services or to access (or attempt to access) another user's account(s), computer system(s) or network(s) connected thereto, through password mining or any other means; or
 - (vii) to cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the national or foreign law, ordinance, rule or regulation.

Customer shall be solely responsible for any damage to any party resulting from any aforesaid misuse of Services by Customer and/or its authorized users.

- 4.6 Customer understands and agrees that the transmission of any Content through the Services is done at Customer's own discretion and risk and that Customer will be solely responsible for any loss, interception or damage to the Customer's Content or any damage to the Customer's system or loss of data that may result in submission of such materials or use of the Services.
- 4.7 Customer agrees that the Company shall not be liable for any interruption, outage, unavailability or suspension of the Services.
- 4.8 The Service utilizes the public internet and third party networks, and Customer acknowledges that no provider can absolutely prevent intrusions or interception of data, or guaranty security of information transmitted or accessed over the internet, or maintained on remote servers. Customer is solely responsible for the security of its own networks and devices, including but not limited to selection and maintenance of any anti-virus, security or fraud prevention technology and such configurations Customer may deem necessary.
- 4.9 Customer acknowledges that there are risks inherent in internet connectivity that could result in the loss of Customer's privacy and property.

5. EQUIPMENT MAINTENANCE AND WARRANTY

- 5.1 Customer is responsible for the Equipment while it is in the Customer's custody or control.
- 5.2 The standard warranty for the Equipment is 12 months from the date of purchase. The Company will at its discretion repair or replace the Equipment. If the defective Equipment is not covered by the terms of the warranty, or is out of warranty, then Customer is responsible for the cost of repair by the Company.
- 5.3 The warranties do not apply if the Equipment:
 - (a) has been altered without the Company's prior written consent;
 - (b) has been installed, operated, repaired, or maintained in accordance with the instructions supplied by the Company;
 - (c) has been subjected to unreasonable physical or electrical stress, misuse, negligence, accident, or damage caused by an act of God.
- 5.4 A defective Equipment can only be returned to the designated service centre for any repair or replacement. No on-site installation or maintenance service will be provided by the Company.

6. TERM

Customer is entitled to use the Service only for the limited period of time indicated in the Application ("Term"). Upon expiration of the Term, the term for the provision of Service will be automatically renewed on a monthly basis unless terminated by either party upon giving the other party no less than one (1) month's prior written notice.