

DIAMOND ELECTRIC EMERGENCY HOME ASSISTANCE SERVICES

TERMS AND CONDITIONS FOR DIAMOND EMERGENCY HOME ASSISTANCE ENHANCED PLAN

Date: 11 November 2019 ("Effective Date")

Please read these Terms and Conditions ("**Terms**", "**Terms and Conditions**") carefully before subscribing and utilising Diamond Electric Emergency Home Assistance (EHA) Services ("**EHA Services**"). EHA Services are provided by AWP Services Singapore Pte Ltd ("**EHA Assist**").

By subscribing to EHA Services offered by Diamond Energy Merchants Pte Ltd ("**Diamond Electric**"), all Customers accept the following Terms and Conditions:

1. **DEFINITIONS**

"Assistance" shall mean the reasonable efforts made by EHA Assist during each Call Out to the Subscriber's Property for Services.

"Customer" shall mean any existing and/or eligible client of Diamond Electric.

"EHA Assist" refers to Diamond Electric's appointed assistance company, AWP Services Singapore Pte Ltd. AWP Services Singapore Pte Ltd shall provide the Services stated at Clause 5.1 and Annex A herein. Any reference to EHA Assist includes reference to EHA Assist's approved service providers.

"EHA Services" shall mean all Services offered under the Diamond Electric Emergency Home Assistance (EHA) Services as defined in Clause 5.1 and Annex A herein.

"Service" or **"Services"** refer to services provided by EHA Assist under EHA Services.

"Call Out" refers to the Services provided by EHA Assist at the Property.

"Personal Data" shall mean data, whether true or not, about a Customer or prospective customer who can be identified:

- (i) from that data alone, or
- (ii) from that data and other information which Diamond Electric has or is likely to have.

"Property" shall mean the property with its full address registered with Diamond Electric for EHA Services.

"Subscriber" shall mean any Customer of Diamond Electric who successfully subscribed to EHA Services for the Property.

"Subscription" refers to the EHA Services plan.

2. **ACKNOWLEDGEMENT**

2.1 The Subscriber hereby agrees and acknowledges that all Services provided under EHA Services are Services provided by EHA Assist and their approved service providers.

2.2 The Subscriber hereby agrees to hold harmless Diamond Electric, its officers, employees, and representatives from and against all claims, losses, demands, actions, proceedings, costs or expenses to the person or property of another, arising directly or indirectly from any act or failure to act by EHA Assist, which may occur during or which may arise out of the performance of EHA Services.

3. ELIGIBILITY AND PARTICIPATION

- 3.1 Only Customers with residential premises in Singapore are eligible for Subscription.
- 3.2 Customers are required to register their Property's address in order to subscribe for EHA Services.
- 3.3 EHA Services will be provided for a period of one (1) year from the date of Subscription ("the **Subscription Term**").
- 3.4 During the Subscription Term, each Subscriber is limited to four (4) Call Outs as specified in the EHA Services plan, and the EHA Services plan may not be changed or upgraded to a different EHA Services plan during the Subscription Term.
- 3.5 Each Call Out is treated as a stand-alone Service and may not be combined, modified, or extended with any other Services. For clarity, if a Subscriber requires two Services (i.e. plumbing services and locksmith services) in a single visit, such Services will be treated as two (2) Call Outs.
- 3.6 The Services provided by EHA Assist are not refundable nor are they exchangeable for cash. The same applies in the event such Services are not utilised during the Subscription Term.
- 3.7 EHA Services shall only be utilised at the registered Property. The Subscriber must not utilise EHA Services for any other property or premises other than the Property. The Subscriber is reminded that EHA Assist will only attend at the Property and will not accede to any such request to attend at any other address other than the Property.
- 3.8 In the event the Subscriber relocates to a new premise during the Subscription Term, the Subscriber may change the address of the registered Property to the new premise. For the avoidance of doubt, the Subscription Term will remain unchanged (i.e. one (1) year from the registration date of the old Property).
- 3.9 Diamond Electric reserves the right to suspend and/or terminate EHA Services at any time without prior notice.
- 3.10 Diamond Electric reserves the right to amend these Terms & Conditions at any time without prior notice.
- 3.11 Diamond Electric reserves the right to refuse EHA Services to any Customer.
- 3.12 Diamond Electric shall not be liable to any Subscriber in its exercise of its discretion and rights under EHA Services.
- 3.13 For the avoidance of doubt, these Terms & Conditions shall not be construed as a contract of insurance, a guarantee, or an insurance policy.

4. INDEMNITY

- 4.1 The Subscriber shall indemnify Diamond Electric, its officers, employees, and representatives from and against all claims, losses, demands, actions, proceedings, costs or expenses to the person or property of another, arising directly or indirectly from any act or failure to act by EHA Assist, which may occur during or which may arise out of the performance of EHA Services. IN NO EVENT WILL DIAMOND ELECTRIC OR ITS REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE EHA SERVICES.
- 4.2 The Subscriber agrees that where there are additional transactions and/or costs (optional or not), all such transactions and/or costs are strictly between the Subscriber and EHA Assist and the Subscriber will not make any claim against Diamond Electric for such transactions and/or costs.

5 SERVICE INFORMATION – 24/7 EMERGENCY HOME ASSISTANCE SERVICES

- 5.1 In the event a Subscriber requires any of the following Services, the Subscriber's may contact EHA Assist for support:
 - 5.1.1 Locksmith Assistance;
 - 5.1.2 Plumbing Assistance;

- 5.1.3 Electrical Assistance; or
- 5.1.4 Pest Control Services.

5.2 For a complete list of Services offered and exclusions to the Services offered, refer to Annex A below.

5.3 EHA Assist may be contacted as follows:

- Step 1:** Call 6-DIAMOND (6342 6663).
- Step 2:** Choose Option 2 (Diamond Electric Home Emergency Assistance Services) after choosing your desired language.
- Step 3:** Choose Option 2 (EHA Assist) once more to speak to an EHA Assist officer.

5.4 EHA Assist is available 24 hours a day, 7 days a week, including weekends and Public Holidays.

5.5 For information on signing up, billing and renewal of the EHA Services, kindly call Diamond Electric at:

- Step 1:** Call 6-DIAMOND (6342 6663) during office hours (Monday to Friday, 9-6pm weekends, even of public holidays and public holidays).
- Step 2:** Choose Option 2 (Diamond Electric Home Emergency Assistance) after choosing your language.
- Step 3:** Choose Option 1 for feedback.

5.6 The Subscriber will be required to disclose information to EHA Assist for verification purposes. Failing and/or refusing to do so will prevent EHA Assist from offering Services to the Subscriber.

5.7 EHA Services shall not apply to any Property that has been left unoccupied for **more than 90 days**.

5.8 For the avoidance of doubt, **all Subscribers are reminded that** Diamond Electric **will not be liable in any way to any person for any loss or damage suffered directly or indirectly as the direct or indirect result of any assistance services provided, including any delay in the provision of the Services**.

6. GENERAL EXCLUSIONS

6.1 EHA Services are not available in relation to any of the following types of properties:

- 6.1.1 Non-Residential Properties;
- 6.1.2 Properties used for commercial purposes;
- 6.1.3 Properties under construction or renovation; or
- 6.1.4 Properties unoccupied for more than 90 consecutive days.

6.2 EHA Assist **will not** provide Services when one or more of the following apply: -

- 6.2.1 Any event which is not covered under EHA Services;
- 6.2.2 Loss or damage caused by any attempted repair by either the Subscriber, an Authorised Person, or anyone acting on the Subscriber's behalf;
- 6.2.3 Loss or damage caused by any malicious or wilful act, negligence, misuse, interference or faulty workmanship of the Subscriber, an Authorised Person or anyone acting on the Subscriber's behalf;
- 6.2.4 Any loss or damage caused by inherent structural defect;
- 6.2.5 Area-wide disruption to essential services. This includes any disruption to essential services caused by the disconnection of such services by the relevant authority;
- 6.2.6 Any major disaster;
- 6.2.7 General maintenance or preventative work;
- 6.2.8 Breakdown, loss or damage to appliances and other mechanical equipment;
- 6.2.9 Failure of alarms, home security systems or CCTV related matters;
- 6.2.10 Any on-going issues with the Property. On-going issue is defined as an issue that has persisted for more than two (2) weeks prior to the start of the policy and/or an issue that is known to the Subscriber prior to moving to the new Property in the case of Clause 3.8 or an issue that was known to the Subscriber for more than two (2) weeks prior to the registration date of the Property;
- 6.2.11 Any building structure or land that is not within the Subscriber's Property;
- 6.2.12 Any investigation to locate the source of any particular leakage (applies to both water and electricity);
- 6.2.13 Any major repairs that would require more than 3 hours of work; or
- 6.2.14 Any major repairs that would require the use of heavy machineries.

7. DAMAGE TO THE PROPERTY

- 7.1 EHA Assist will take all reasonable and practicable steps to avoid damaging your Property during the course of repair. EHA Assist will fill any holes, reassemble any fittings and features that were removed or caused by EHA Assist as and when required. However, EHA Assist will not replace or repair any damage that was caused by any pre-existing fault.
- 7.2 By utilising EHA Assist, the Subscriber accepts that some damage to the Subscriber's Property may be an inevitable consequence. Before causing any such damage, EHA Assist will inform the Subscriber that such damage may be caused as a result of work that is required to be done. In such a scenario, the Subscriber agrees and undertakes to hold Diamond Electric harmless in respect of such damage.

8. PERSONAL DATA

- 8.1 Diamond Electric shall not, and shall take all reasonable steps to ensure that each and every Diamond Electric Representative shall not, transfer a Subscriber's Personal Data to any place or person other than EHA Assist without the Subscriber's prior written consent as it pertains to the Services.
- 8.2 Diamond Electric shall protect a Subscriber's Personal Data that is within Diamond Electric's control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural, and information & communications technology measures) to prevent unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of all Subscriber's Personal Data, or other similar risks.
- 8.3 Diamond Electric shall only permit authorised personnel to access a Subscriber's Personal Data on a need-to-know basis.
- 8.4 Where Diamond Electric provides a Subscriber's Personal Data to EHA Assist or its authorised representatives, Diamond Electric shall make reasonable efforts to ensure that the Subscriber's Personal Data is accurate and complete before providing the same to EHA Assist. Diamond Electric shall put in place adequate measures to ensure that the Subscriber's Personal Data that is in its possession or control remains, or is otherwise accurate and complete. In any case, Diamond Electric shall take reasonable steps to correct any errors, as soon as practicably possible.
- 8.5 EHA Assist shall not retain a Subscriber's Personal Data (or any documents or records containing a Subscriber's Personal Data, electronic or otherwise) for any period of time longer than the Subscriber's Subscription Term.

9. GOVERNING LAW

- 9.1 This Agreement is governed by the laws of Singapore.

ANNEX A

<u>Service</u>	<u>Included Services</u>	<u>Excluded Services</u>
1. Locksmith Assistance	<ul style="list-style-type: none"> (a) Subscriber is locked out of his / her Property. (b) Subscriber is locked out of his / her room within the Property. (c) Subscriber's key is stuck. (d) Subscriber's key fails to open the lock. 	<ul style="list-style-type: none"> (a) This service shall not extend to broken locks or locksets caused by force entry, actual theft or attempted theft. (b) This service shall not extend to Digital Locks. (c) Where the lock is damaged or unrepairable, this Service does not extend to the cost of materials required to replace the lock. (d) This Service does not extend to the cost of replacing the entire lock.
2. Plumbing Assistance	<ul style="list-style-type: none"> (a) Broken or leaking water pipes within the Subscriber's Property. (b) Choked sinks, water pipes or toilet bowls within the Subscriber's Property. (c) Broken or leaking cistern within the Subscriber's Property (d) Broken or leaking water taps or faucets. 	<ul style="list-style-type: none"> (a) Leaking water heater/shower head or gas stove. (b) Water leaks that are not easily accessible e.g. hidden behind a wall or ceiling. (c) Leaks from any household appliances such as sinks, showers heads, baths where leakage only occurs when the appliance is in use or is due to cracked or broken units. (d) This Service does not extend to the cost of replacing any items that may not be repaired.
3. Electrical Assistance	<ul style="list-style-type: none"> (a) Blackouts due to lightning or an overloaded circuit within the Subscriber's Property. (b) Malfunctioning of the power supply circuit within the Subscriber's Property. (c) Burnt fuse within the Main Electric Circuit Board caused by an overloaded circuit within the Subscriber's Property. 	<ul style="list-style-type: none"> (e) Failure or malfunction of electrical appliances such as televisions, refrigerators, rice cookers, ovens, water heaters, etc. (f) Food spoilage caused by a spoilt refrigerator. (g) Wirings and/or circuitry that is not easily accessible e.g. hidden behind a wall or ceiling. (h) This Service does not extend to the cost of replacing of any items that cannot be repaired.
4. Pest Control Services	<ul style="list-style-type: none"> (a) Where the Subscriber's Property is infested with bees, wasps, hornets, rodents, or termites. 	<ul style="list-style-type: none"> (a) This Service cannot be utilised within the first three (3) months of the Subscription Period. (b) This Service does not cover recurring termite infestation. (c) This Service cannot be utilised for issues relating to ants or cockroach infestation.