



# eASPNet Taiwan Inc.

**Regulation Governing Business  
and Operation**

20 March 2022 Version

## Service Items: Internet Access Services

eASPNet Taiwan Inc. (hereinafter eASPNet) through the lease of specified lines, provide internet access services for its clients.

## Application Method and Relevant Fees

Applicants shall fill in the application form and attach the relevant documents before sending it to the eASPNet center or relevant processing personnel.

Fees for internet related services are as follow:

- |   |           |            |
|---|-----------|------------|
| 1. Internet application and installment fee |           | NT\$3000   |
| 2. Monthly fees for internet services       |           |            |
| • Internet connection bandwidth             | 1Mb~5Mb   | NT\$6,000  |
| • Internet connection bandwidth             | 5Mb~20Mb  | NT\$30,000 |
| • Internet connection bandwidth             | 20Mb~50Mb | NT\$60,000 |

## Commencement and Alterations

1. The client shall station relevant equipment into the eASPNet data center within 10 days of receiving the notification.
2. The commencement date of the contract shall be the date in which the connection has been tested and confirmed by both parties to be in accordance with the contract. eASPNet shall notify the client of commencement in writing, with fees charged starting from the commencement date. Should the client have any concerns, the client is to notify eASPNet within five days of receiving the notification. If eASPNet is not notified, the client will be deemed to have agreed to the terms of the contract and the commencement date.
3. Should the equipment fail to make a connection, with the issue being unresolved within two weeks despite cooperation of both parties, the parties of the contract may terminate the lease. The client must remove any equipment within 3 days of termination of the contract.

## Lease Termination

1. Should the client want termination or rescission of the contract, the client shall specify the termination date in writing, and notify eASPNet 45 days before the termination date, as well as

follow the procedures below:

- Clearance: The client must pay all fees accrued before termination of the contract.
  - Restore the status quo: Within 3 days of the termination of the contract, the client must remove any equipment stored within eASPNet facilities. Should the client fail to pay all accrued fees, eASPNet may refuse the aforementioned equipment removal.
  - Continued payment: Should the client fail to remove the equipment in accordance to the previous subparagraph, the client is liable for all fees incurred starting from the following day of termination.
  - Disposal of equipment: The client will be deemed to have forfeited the ownership of the equipment if the client fails to remove the equipment for more than two consecutive months and fails to pay the fees incurred. eASPNet shall not be liable for the safekeeping of the equipment and may change the location or dispose of the equipment. The client shall not raise any objections.
2. Should one of the parties terminates its business, start liquidation or bankruptcy procedures, file for reorganization, or if liability exceeds capital or if subject to compulsory execution by other creditors, the other Party may terminate this contract immediately.
  3. eASPNet may terminate this contract at any given time after services have been terminated in accordance with the provisions of this Contract.

## Revisions

Unless otherwise regulated by this contract, any revisions, deletions or additions shall require the consent of both parties through exchange of signed letters or notes. Should either party have any suggestions or objections, the contacts of the parties shall call a mediation meeting to jointly solve the issue through negotiations.

## General Conditions

1. In the case where eASPNet must suspend or terminate the whole or part of its services due to material changes, eASPNet shall notify the clients 3 months prior to the presumed date of suspension or termination. The client agrees to comply without raising any objections.
2. Any subcontracts and attachments of this contract shall form an integral part of this contract. Any amendment or revisions to this contract requires consent of the parties and is to be put in writing.
3. Any written notification required by this contract shall be sent to the addresses of the parties specified in this contract or other addresses notified through separate writing. Once delivered, the written notifications are deemed effective regardless of whether the notification was received.

4. If the user violates the provisions of telecommunications law, our company will notify the user to terminate or suspend the telecommunication service. The user will be responsible for all loss in result of the termination or suspension of service. The user shall bear all legal liabilities and shall not request any compensation from our company.

## **Governing Laws and Jurisdiction**

1. Stipulated in accordance with relevant regulations and regulations governing business and operations of eASPNet.
2. Both Parties agree that this contract shall be governed by and construed in accordance with the laws of the Republic of China, with the first instance of any lawsuit arising from this contract to be subject to the jurisdiction of Taipei District Court of Taiwan.