

**STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS
BILLING AND COLLECTION ON BEHALF SERVICE FOR NETFLIX SUBSCRIPTIONS**

These are StarHub's Service Specific Terms & Conditions for customers who use or intend to use our billing and collection on behalf service for Netflix subscriptions (the "**Payment Services**"). By using this Service, you accept and agree to abide by such terms and conditions as may be imposed by Netflix from time to time including their Terms of Use and Privacy Statement and any terms and conditions relating to your selected payment method.

1. Service Specific Terms & Conditions

- 1.1 In addition to these Service Specific Terms & Conditions, there may be other Service Specific Terms & Conditions which would apply specifically to the Service that you have subscribed for or the value-added Services that you have purchased.
- 1.2 **The Terms & Conditions:** These Service Specific Terms & Conditions, together with the Consumer General Terms & Conditions, and other Service Specific Terms & Conditions form the terms of the contract between you, the consumer, and us, StarHub (collectively the "**Terms & Conditions**"). You agree to use the Services in accordance with the Terms & Conditions and our policies, guidelines, instructions, notices and directions as may be prescribed by us from time to time. The provisions of StarHub's Personal Data Protection Policy would also apply to your relationship with us.
- 1.3 **Capitalised terms:** Unless the context otherwise requires, capitalised terms not defined in these Service Specific Terms & Conditions have their meanings set out in the Consumer General Terms & Conditions.

2. Terminology

Term	Description
Netflix	Refers to the entity known as Netflix, Inc and its related entities which provide the subscription video-on-demand television services under the name of "Netflix"
Netflix Charges	Refers to all charges related to your subscription of the Netflix services (as defined below) including the subscription charges, any activation, deactivation, transactional, administrative and other fees and charges to be paid by you for or relating to the Netflix services
Netflix services	Refers to the subscription video-on-demand streaming services provided by Netflix in Singapore
Service	Refers to the collection service by which we collect from you, for and on behalf of Netflix, the relevant Netflix Charges that are presented on our bills
Software	Refers to any software programme, application and firmware including any upgrades provided to you as part of the Service or which allows you to access the Service

3. Eligibility

- 3.1 Unless otherwise permitted by us in writing, the Service is only available to you if you:-

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- 3.1.1 have a valid and existing billing relationship with us and I active post-paid consumer service with us (such active post-paid consumer service can be a pay television service, a mobile post-paid subscription service, a broadband service or a digital voice service);
 - 3.1.2 have subscribed to a Netflix service and obtained a Netflix Singapore account via our website or via the Fibre TV set-top box;
 - 3.1.3 selected this Service as the relevant payment mode for your Netflix subscription;
 - 3.1.4 are an individual with a valid residential address; and
 - 3.1.5 do not have any outstanding accounts with us that are due and owing to us at the time of your subscription to the Netflix services.
- 3.2 The Service will not be available to you if you:-
- 3.2.1 are a corporation; or
 - 3.2.2 subscribed to the relevant Services through a corporate, bulk subscription or other similar arrangements.
4. **The Service**
- 4.1 **Commencement of Service:** The Service will commence at the same time that your new Netflix subscription service commences. However, we may incorporate the Netflix Charges only at the next or following bill that is issued by us after your initial subscription of the Netflix service.
- 4.2 **Duration of Service:** The Service will continue from month to month automatically until terminated according to the provisions of this Agreement.
- 4.3 **Billing**
- 4.3.1 **Monthly bills:** You will be billed in advance for the Netflix Charges at monthly intervals or such other intervals as may be determined by Netflix, and such Netflix Charges will be presented on our bills accordingly.
- 4.3.2 **Mode of billing**
- (a) If you have signed up for your Netflix service through your Fibre TV Set-Top Box, your Netflix Charges will be presented in the pay television bills that you receive from us.
 - (b) If you have signed up for your Netflix service through our Website, your Netflix Charges will be presented in the relevant post-paid recurring bill that you have selected at the time of subscription.
- 4.4 **One subscription per billing account:** We will render the Service for only one Netflix subscription for each billing account under your name, regardless of the number of services that are being billed to you under that particular billing account.
- 4.5 **Our role:** Our role in providing this Service is as a billing agent and not as a provider of the Netflix service. Accordingly, our bill to you for the Netflix service shall be deemed accurate and correct at all times. If you have any queries, disputes or concerns on the Netflix Charges and the Netflix services, you agree to contact Netflix directly to address such queries, disputes or concerns. We shall not be obliged to answer any of such queries, disputes or concerns.

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- 4.6 **No changing of type of bill:** You may not change the type of bill for the purpose of this Service. If you wish to make a change on the type of bill, you will have to terminate your current subscription and enter into a new subscription for the Netflix service, select the Service again and choose the new type of bill through which we will provide the Service to you.
- 4.7 **Change of billing account:** Should you change your billing account for any reason (for example, if you request for a merger of multiple bills into one bill), this Service may be terminated upon implementation of the change.
- 4.8 **Personal use only:** Unless otherwise permitted by us in writing, the Service is provided to you solely for your personal use and any use of the Service for commercial or business purpose, whether by you or other persons, is a breach of these Terms & Conditions.

5. **Charges and payment**

- 5.1 **Obligation to pay:** You are obliged to pay for the Netflix Charges that are presented in our bills to you, in accordance with these Terms & Conditions.
- 5.2 **Charges:** The Netflix Charges and all billing information in relation to the Netflix Charges that you see on your bill are solely determined, managed and controlled by Netflix and not by us.
- 5.3 **Disputes:** Notwithstanding any queries, disputes or concerns that you may have with Netflix, you are obliged to make payment of the Netflix Charges in full and without delay in accordance with these Terms & Conditions. We reserve all our rights and remedies under these Terms & Conditions and at law in the event of your failure or default in payment of the Netflix Charges. For the avoidance of doubt, the Consumer General Terms & Conditions which provides for billing disputes between you and us does not apply to the Netflix Charges.
- 5.4 **No refunds:** As Netflix does not provide for refunds of any payments made to them, we will not make any refunds to you for your payment of the Netflix Charges, regardless of the reason for any refund.
- 5.5 **Partial payments:** If you have multiple billing items in your bill, including the Netflix service, we will determine the allocation of any partial payment made by you at our sole discretion.
- 5.6 **No Reward points:** The Netflix Charges incurred under the Service will not entitle you to any StarHub Rewards points, Hub Club Discounts or any benefits that is conferred from the hubbing of our Services offered by us from time to time.
- 5.7 **Revision of Charges:** We may from time to time revise the Charges for the Service. Your continued use of the Service shall be deemed acceptance of the changes.

6. **Remedy**

If you are dissatisfied with the Service, your sole and exclusive remedy is to terminate the Service according to these Terms & Conditions.

7. **Ending the Service and addressing the breaches of these Terms & Conditions**

- 7.1 **Termination:** Without prejudice to the rights either party may have against the other under these Terms & Conditions for any antecedent breach of these Terms & Conditions and subject to the provisions of this Clause, the Service may be terminated in the following manner unless otherwise agreed in writing by you and us:-
- 7.1.1 by you giving Netflix the requisite notice for a change in the payment method for your Netflix service in accordance with such terms and conditions as Netflix may prescribe, and in such event

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the termination of this Service will take effect when Netflix notifies us of the change in payment method;

- 7.1.2 by you giving Netflix the requisite notice of a termination of your Netflix service in accordance with such terms and conditions as Netflix may prescribe, and in such event the termination of this Service will take effect when Netflix notifies us of such termination;
 - 7.1.3 upon the termination or suspension, for any reason, of the relevant StarHub service through which this Service is rendered;
 - 7.1.4 upon the termination or suspension, for any reason, of the relevant billing account through which this Service is rendered; or
 - 7.1.5 by us giving you 7 working days prior notice.
- 7.2 **Compensation to us:** If this Service is terminated pursuant to any of the following events, you will compensate us for any damages or losses we may suffer because of the early termination:-
- 7.2.1 you breach any of the Terms & Conditions;
 - 7.2.2 you become or threaten to become bankrupt or insolvent, or die;
 - 7.2.3 you make any arrangement or composition with or assignment for the benefit of your creditors or go into either voluntary or compulsory liquidation or a receiver, trustee, judicial manager or administrator is appointed over any of your assets;
 - 7.2.4 the equivalent of any of the events referred to in Clauses 7.2.2 and 7.2.3 under the laws of any relevant jurisdiction occurs to you;
 - 7.2.5 you provide incorrect, false or incomplete information to us;
 - 7.2.6 the requirements of any relevant regulatory authority result in us having to stop providing the Service, or to provide the Service in a manner which is unacceptable to us;
 - 7.2.7 if you are likely to create imminent harm (such as interruption, disruption, congestion, signal leakage and any Unauthorised Act) to our Network or any third party's networks or systems or our provision of Service, or defraud us, or are likely to create imminent harm or are abusive to our personnel;
 - 7.2.8 for any reason beyond our control (including loss of licence to provide the Service and any other relevant licence, way-leave or easement, requirements of any governmental or regulatory authority or orders by the court and failure to deliver by a third party supplier) that results in us being unable to provide the Service; and
 - 7.2.9 in the event that we suspect that you are using or allowing the Service to be used for fraud, misconduct or any other illegal or improper purpose.
- 7.3 **Fraud:** In the event that we suspect that you are using or allowing the Service to be used for fraud, misconduct or any other illegal or improper purpose, we will refer this to the relevant authorities without notice to you and comply with directions or guidelines issued by them without further reference to you.
- 7.4 **Termination of other StarHub services:** Without prejudice to and in addition to the foregoing, in the event that for any reason your relevant post-paid consumer StarHub service on which this Service is provided (for example, the relevant pay television Service, mobile post-paid subscription Service,

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broadband Service or digital voice Service) is terminated, this Service will be simultaneously and automatically terminated without further notice or liability to you by us.

8. Liability

We hereby exclude all conditions, endorsements, guarantees, representations, or warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, accuracy or correctness in the billing, and non-infringement to the fullest extent allowed by law. No advice or information whether oral or written, obtained by you from us or through the Payment Services will create any warranty not expressly made in these Terms & Conditions. Under no circumstances will we be liable for any direct, indirect, incidental, consequential, special damages, or any loss or damage, whether to property or injury to persons, whether foreseeable or not foreseeable, resulting, directly or indirectly, from the use or loss of use of the Payment Services and/or the service supplied by any third party.

9. Disruption and modification

9.1 Disruption to the Payment Services: In certain limited circumstances or in the event of an emergency, we may be required to repair, maintain, upgrade or improve the Payment Services and/or equipment used to provide the Payment Services. On such occasions, the Payment Services may be temporarily unavailable. We will endeavour to restore the Payment Services as soon as reasonably practicable once such repair, maintenance, upgrade or improvement is complete.

9.2 Modifications to the Payment Services: We may, at our discretion and without any notice to you, modify the Payment Services in order to keep pace with prevailing demands and technological developments.

10. Matters beyond our control

We will not be liable for any delay or failure in performance under these Terms & Conditions resulting from matters beyond our control, including misinformation or errors in the billing information provided by any third party.