

**STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS
VOICE SERVICES**

These are StarHub's Service Specific Terms & Conditions for customers who have subscribed for or who have purchased our voice Services, including Digital Voice Global, Digital Voice Home, and voice-related value-added Services and promotions (collectively, the "**Voice Services**").

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I. SECTIONS

I.1 These Service Specific Terms & Conditions for Voice Services are divided into the following sections:-

- (i) Section A: General Provisions on Usage
- (ii) Section B: Digital Voice Global
- (iii) Section C: Digital Voice Home
- (iv) Section D: Digital Voice Subscription

I.2 For the avoidance of doubt, Section A will apply to Section B and Section C of these Service Specific Terms & Conditions. Apart from the above, only the Section(s) relating to the Services which you have subscribed for or used or purchased would apply to your relationship with us.

2. SERVICE SPECIFIC TERMS & CONDITIONS

2.1 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.

2.2 **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 Voice 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.

2.3 **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.

SECTION A: GENERAL PROVISIONS ON USAGE

I. Eligibility for Services

I.1 Residential use only: Unless otherwise permitted by us in writing, our Voice Services are only available to residential customers for residential use.

I.2 Eligibility: To be eligible for Voice Services:-

I.2.1 you must be at least 18 years old;

I.2.2 you must not have any outstanding accounts that are due and owing to us at the time of application;

I.2.3 you must have a Service Address to which the Service will be provided. The Service Address that you provide to us must be connected to the internet via broadband internet connection. If the Service Address is not connected to the internet via StarHub broadband internet Services, you must provide us with:-

(a) the name of your broadband internet provider in Singapore (the "**ISP**") which is providing you with broadband internet connection at the Service Address; and

(b) your ISP account number.

Additionally, you must notify us if there is any change in your ISP or ISP account number;

I.2.4 you must have a residential billing address (excluding PO Box address) in Singapore; and

I.2.5 you must at all times provide us with such information as may be necessary or desirable for us to provide you with the Service.

I.3 We may decline your application at our discretion.

2. Period of Service

2.1 Minimum Period of Service: The minimum period of service is 3 months from the Commencement date (as determined pursuant to Clause 2.2 of Section A below).

2.2 Commencement date: The Voice Services will commence on:-

2.2.1 the date you purchase the Equipment if you purchase the Equipment directly from us and conduct your own self-installation thereafter;

2.2.2 the date of activation of the Service to the Equipment at the Service Address if the Equipment is purchased from any of our authorised resellers and you conduct your own self-installation of the Equipment thereafter;

2.2.3 the date of successful on-site installation of the Equipment by us, if you request for us to install the Equipment; or

2.2.4 such other date as may be stated in the application form or work order or otherwise approved by us in writing.

2.3 This Agreement will continue unless terminated according to the provisions of this Agreement.

3. Service

3.1 **Provision of Services:** We will provide the Voice Services to you in accordance with the particulars set out in the relevant application form or work order, unless your relationship with us is terminated in accordance with these Terms & Conditions.

3.2 **Changes to Service particulars:** You may request for us to change, from time to time, the Service particulars set out in the relevant application form or work order, subject to our confirmation and payment of a standard administrative fee chargeable by us. In the event of such change, the subscription fees payable and the Service particulars will be amended accordingly. For the avoidance of doubt, you will continue to be liable for the payment of such revised subscription fees pursuant to Clause 8 of Section A.

3.3 **Connecting and using the Service:** The Service is dependent on broadband internet connection. However, the Service does not include the provision of any telecommunications service (including broadband internet connection) necessary for you to connect to the Service. Except for the Equipment and subject to Clauses 4 of Section B and C and Clause 9 of Section A, you are solely responsible for providing all equipment, hardware, software, telecommunications service (including broadband internet connection) and power supply necessary to connect to and use the Service. Without prejudice to the above, you acknowledge and agree that we are not responsible for providing any support, whether technical or otherwise, to any of your networks which is connected to or used in conjunction with the Service.

3.4 **Ancillary Services:** You acknowledge and agree that the Service comes with other ancillary Services as may be determined by us in our sole discretion from time to time, including but not limited to, international telephony, premium rate and toll free services. Your use of the other ancillary Services shall be subject to our Terms & Conditions and you shall be deemed to have agreed to the foregoing Terms & Conditions upon your use of such other ancillary Services.

3.5 **Emergency Services:** The Service only supports Singapore emergency services calls (for example, 999 and 995). You acknowledge and agree that any emergency services call made using the Service may be subject to network congestion and/or reduced routing speed.

4. Use of Service

4.1 **Internet:** The internet is separate from the Service and use of the internet is solely at your own risk and subject to all applicable laws and regulations. We will not be responsible for any Content obtained or transmitted by you using the internet.

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

4.3 **Usage outside Singapore:** You acknowledge and agree that your use of the Service and the Equipment is your sole responsibility, solely at your own risk and is subject to all applicable laws and regulations. If you use the Service or the Equipment outside Singapore, you will be solely responsible for:-

4.3.1 procuring all necessary consents; and

4.3.2 complying with all applicable laws and regulations resulting from such use.

We reserve the right to immediately suspend or terminate your Service if we determine, in our absolute discretion, that you used the Service or the Equipment in violation of any applicable law or regulation.

4.4 **Compatibility**

4.4.1 **Broadband internet service providers:** You acknowledge and agree that certain broadband internet service providers may provide modems which may prevent the transmission of communications using the Service. We make no warranty or representation that the Service will be compatible with all broadband internet services and expressly disclaim any express or implied warranties arising by operation of law or otherwise regarding the compatibility of the Service with any particular broadband internet service.

4.4.2 **Equipment or Networks:** The Service may not be compatible with certain equipment or networks. You are solely responsible for ensuring the compatibility of the Service with any equipment (other than the Equipment) or network, and we will not be responsible for any failure, disruption or interference in the Service or such equipment or network which may arise from your use of the Service in conjunction with such equipment or network.

5. **Service outages**

5.1 **Power supply:** The Service will not function if there is a power failure or disruption. If there is an interruption in the power supply, the Service will not function until power is restored. A power failure or disruption may require you to reset or reconfigure the Equipment prior to using the Service.

5.2 **Broadband internet connection:** The Service is dependent on your broadband internet connection. Should your broadband internet provider experience service outages, or if your service with your broadband internet provider is suspended or terminated, your Service will not function.

5.3 **Blocked ports:** Your broadband internet provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede your usage of the Service. You acknowledge and agree that we are not responsible for the blocking of ports by your broadband internet provider or any third party, or any other impediment to your usage of the Service, and any loss of service, which may result therefrom.

5.4 **Outages:** Please note that if there is a Service outage for any reason, such outage will prevent your Service from functioning. A Service outage may occur for a variety of reasons, including, but not limited to, the reasons described in these Terms & Conditions.

5.5 **No warranty:** We make no warranty or representation that the Service will be continuous or error-free. If there is any service failure arising from any of the outages referred to in this Clause 5 of Section A, you will continue to be responsible for payment of the Service Charges unless and until you terminate the Service in accordance with these Terms & Conditions. Additionally, we will not offer credits or refunds in such scenarios.

6. **Service numbers**

6.1 **Rights:** When we allocate any number(s) to you for the Service, you will not have any rights to these numbers except for the sole purpose of using the Service in accordance with this Agreement. In accordance with the above, you agree that you:-

6.1.1 cannot sell or transfer or agree to sell or transfer these numbers to any third party; and

6.1.2 must not apply or try to apply for the registration of any Service Number as trademarks, whether on their own or together with any word or mark.

6.2 **Change of allocated number(s):** We may, for commercial, operational or technical reasons or compliance with any requirement of the relevant regulatory authority or other authority, withdraw or

change any number allocated to you. In such a scenario, we will endeavour to give you reasonable notice before the change is made.

- 6.3 **Other Service Providers:** If you wish to use the same Service Number in connection with any service to be provided by any other Service Provider, you must make the appropriate arrangement with such Service Provider for that purpose before you terminate the Service in relation to which the Service Number has been assigned to you. We shall not be required to consent or permit any Service Number to be used in connection with any service to be provided to you by any other Service Provider otherwise than in accordance with and subject to the Terms & Conditions of any agreement between us and such Service Provider.

7. **Telephony directory and directory Services**

- 7.1 **Telephone directory:** If you subscribed to the Service before 1 April 2014, your name, address and telephone number, as registered under your account, will continue to be listed (in any medium) in the Singapore telephone directory, as directed by the IMDA. If you subscribed to the Service after 1 April 2014, the name, address and telephone number registered under your account will not be listed (in any medium) in the Singapore telephone directory.

- 7.2 **Removal of name from directory:** You may send us a request to remove your name, address and telephone number from the Singapore telephone directory or correct your personal data records. For further details, please see our StarHub Personal Data Protection Policy at www.starhub.com/pdpp.

8. **Billing**

- 8.1 **Subscription fees:** You are liable to pay a recurring subscription fee for the Service at the prescribed rate(s). You will be billed in advance for the subscription fees at monthly intervals or such intervals as may be approved by us, unless you elect to prepay the subscription fees.

- 8.2 **Late payment fee:** You will be subject to a standard late payment fee if payment is not made by the relevant due date.

- 8.3 **Payment methods:** You may make payment through GIRO or your credit card. Any change to your method of payment will only be effected upon approval by the relevant financial institution of your application.

9. **Equipment**

- 9.1 **Accessing the Service:** To access and use the Service, you must obtain the Equipment at your own cost. You may purchase the Equipment from any of our authorised resellers or us. Each Equipment will be assigned a unique MAC ID.

- 9.2 **Subscription for Service:** If you purchase the Equipment from us directly, you must sign up for the Service simultaneously or ensure that you have an existing and effective subscription of the Service with us at the time of purchase.

- 9.3 **Approval of Equipment:** All Equipment purchased by you (whether from our authorised resellers or us) to access or use the Service must meet all applicable standards as may be prescribed by the relevant regulatory and us.

- 9.4 **Risks and losses:** From the time you receive the Equipment, you will be the owner of the Equipment and bear all risks of loss, theft, or damage to the Equipment. We will not be responsible for the Equipment or any related hardware or software comprised therein, or any loss or damage caused by or as a result of the use of such Equipment, hardware or software, whether in conjunction with the Service or not.

9.5 **Using the Equipment**

9.5.1 **Power supply:** You must keep the Equipment in a suitable place and in appropriate conditions, including any necessary electrical power supply.

9.5.2 **Guidelines, instructions & specifications:** You must also use the Equipment in accordance with the guidelines, instructions or specifications given to you.

9.5.3 **Other equipment:** You must not use the Equipment in conjunction with any equipment, hardware, software or network other than in the manner approved by us.

9.6 **Swap or replacements:** You must inform us immediately of any swap or replacement of the Equipment so that we may update your MAC ID in our system accordingly and permit the provision of the Service to continue at your Service Address with minimal disruption. An administrative fee will be chargeable by us for any request by you for a change of MAC ID.

9.7 **Warranties:** If you receive the Equipment new from us or our authorised resellers and the Equipment includes a warranty at the time of receipt, you must refer to the warranty document provided with the Equipment for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set out in the warranty document. Your sole and exclusive remedy for any defect in the Equipment will be according to the terms of the manufacturer's warranty. Save as aforesaid, we will not be responsible for any defect of the Equipment.

9.8 **Charges:** We reserve the right to charge you at our standard rates for responding to a service call or request to change, replace or reconfigure any defective Equipment, unless we subsequently ascertain that the malfunction or defect is not caused by or attributable to your act, omission, equipment or systems.

9.9 **Compliance:** You must comply with all applicable laws and instructions, notices or directions issued by the relevant regulatory authority or us from time to time in respect of the installation, use, operation or upgrade of the Equipment.

9.10 **Access:** Upon our notification, you will grant us access to the Equipment and the software embedded therein as and when we deem necessary to carry out any equipment upgrade.

9.11 **Theft of loss of Equipment:** You must immediately inform us if the Equipment is stolen or lost, or if you become aware at any time that your Service is being fraudulently used or otherwise being used in an unauthorised manner. Until you have informed us about the Equipment theft or loss, or fraudulent or unauthorised use of the Service, you will be solely responsible for all use of the Service through the Equipment and any and all fraudulent or unauthorised use of your Service.

10. **Service requirement**

You are responsible for ensuring your telephone, equipment (other than the Equipment), hardware, software and network meet the Service's minimum system requirements as may be stipulated by us, and that they are compatible and may properly function and inter-operate with the Equipment and the Service. We will not be liable for any Equipment, Service or network failure or performance degradation resulting from the non-compliance of such requirements as may be determined by us from time to time. Additionally, you acknowledge and accept that certain equipment (other than the Equipment), hardware, software and network are not supported by the Service.

11. **Installation**

- 11.1 **Access to Premises:** In the case where you request for installation of the Equipment or where collection of the Equipment from your Premises is required, you will provide us, our employees and contractors safe access to your Premises for such installation or collection. In addition, you represent and warrant that you are the lawful owner or occupier of such Premises and that you have obtained all necessary permissions to allow us, our employees and contractors to provide such installation and/or collection.
- 11.2 **No obligation to provide other services:** During the service call for installation, we are not obliged to render any services apart from installation of the Service and/or the Equipment.
- 11.3 **Charges:** Standard Charges will be chargeable for:-
- 11.3.1 the installation of the Equipment and any cable-points (if applicable) at the Service Address; and
 - 11.3.2 the collection of the Equipment.
- 11.4 **Deferred installation and provision of the Service:** If we are of the opinion that the installation of the Service at the Service Address would result in or cause:-
- 11.4.1 any risk of injury to any person;
 - 11.4.2 the use of equipment which is not commonly used in the installation of the Service;
 - 11.4.3 the relocation of any structure, fixture or fitting at the Service Address; or
 - 11.4.4 costs, expenses or manpower resources which exceeds the amount usually required on our part for the installation of the Service,

we may decline to install the Service or impose such conditions (including the provision of equipment, the payment of any Charges or reimbursement of expenses by you) as we may deem appropriate and defer the installation of the Service and the provision of the Service to you until after all such conditions have been fulfilled.

- 11.5 **Internal wiring & sockets:** You must, if applicable, provide all internal wiring and sockets within the Service Address according to the relevant regulatory authority's and our specifications and guidelines required for the purpose of the installation of the Service. Where we are requested to provide any such internal wiring or sockets, you may be required to pay us the Charges imposed by us.

12. **Liability**

- 12.1 **No warranties:** We expressly disclaim all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose 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 Service will create any warranty not expressly made in this Agreement. Without prejudice to the foregoing, we will not be liable for any delay or failure to provide the Service, or any interruption or degradation of the Service quality which may arise from the following:-
- 12.1.1 an act or omission of an underlying carrier, Service Provider, vendor or other third party;
 - 12.1.2 equipment, network or facility failure;

- 12.1.3 equipment, network or facility upgrade or modification;
 - 12.1.4 force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and governmental actions;
 - 12.1.5 equipment, network or facility shortage;
 - 12.1.6 equipment or facility relocation;
 - 12.1.7 service, equipment, network or facility failure caused by the loss of power to you;
 - 12.1.8 outage of, or blocking of ports by, your broadband internet service provider, any third party or other impediment to usage of the Service caused by any third party;
 - 12.1.9 any act or omission by you or any person using the Service or Equipment provided to you;
 - 12.1.10 any third party's service, equipment, software, network or facility (including fixed line phone wiring system); or
 - 12.1.11 any other cause that is beyond our control, including, without limitation, a failure of or defect in any equipment, the failure of an incoming or outgoing communication, the inability of communications to be connected or completed, or forwarded.
- 12.2 Under no circumstances will we be liable for any:-
- 12.2.1 special, incidental, indirect, consequential or punitive damages, losses, costs or expenses; or
 - 12.2.2 lost profits, revenue, business or anticipated savings,
- even if such damages, losses, costs or expenses were caused wilfully, recklessly or negligently.
- 12.3 **Remedy:** If you are dissatisfied with the Service or with the Content, products or services available on or through the Service and/or Software or with any of these Terms & Conditions, you may discontinue your access and use of the Service or terminate the Service in accordance with these Terms & Conditions.
13. **Reselling the Service**
- You must not resell or transfer the Service or the Equipment to third parties without our prior written consent, whether for profit or otherwise. We reserve the right to immediately suspend or terminate your Service if we determine, in our absolute discretion, that your use of the Service is inconsistent with normal residential usage patterns.
14. **Ending the Service**
- 14.1 **Termination procedure:** Without prejudice to the rights either party may have against the other party under this Agreement for any antecedent breach of this Agreement and subject to the provisions of this Clause 14 of Section A, the Service (including the Software) under this Agreement or this Agreement may be terminated in the following manner unless otherwise agreed in writing by you and us:-
- 14.1.1 by you giving us prior notice of at least 7 working days before the next billing cycle; or
 - 14.1.2 by us giving you prior notice of 7 working days.

- 14.2 **Notice during Minimum Period of Service:** If you give us notice pursuant to Clause 14.1 above that ends during the applicable Minimum Period of Service referred to in Clause 2.1 of Section A, an early termination Charge will be imposed on you on top of the sums payable under Clause 14.6 of Section A.
- 14.3 **Compensation to us:** If the Service or this Agreement is terminated pursuant to the Consumer General Terms & Condition or Clause 14.4 of this Section A, you shall compensate us for any damages or losses we may suffer because of the termination, including the sums referred to in Clause 14.2 above.
- 14.4 **Termination events:** In addition to the events stated in the Consumer General Terms & Conditions, in the event of any of the following:-
- 14.4.1 the Service Address ceases to be connected to the internet via broadband internet connection;
or
- 14.4.2 for any reason beyond our control (including loss of any 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) we are unable to provide the Service,
- we may suspend or terminate all or any part of the Service (including the use of the Software) or terminate this Agreement with 7 working days' notice for Clause 14.4.1 above) or with immediate effect (for Clause 14.4.2 above) without compensation and without prejudice to our rights to damages for any antecedent breach by you of this Agreement. You may immediately contact our customer service, either by calling our customer service line or visiting any of our customer service centres to tell us why such suspension or termination should not occur. We will consider each case and where we deem appropriate, will not proceed with the suspension or termination of such account or take any other appropriate action where necessary.
- 14.5 **Restoring the Service:** If and when you make good any breach or default, we may restore any suspended or terminated Service after you have paid for any reinstallation, restoration or re-connection Charges and reimbursed us for our reasonable costs in suspending or terminating the Service.
- 14.6 **Sums payable:** If the Service is terminated:-
- 14.6.1 all sums due, accruing due or payable to us in respect of the Service and if applicable, the Software and/or Equipment, up to the date of termination (including late payment Charges) will, upon the termination, become immediately due and payable to us;
- 14.6.2 there will be no refund of any Charges paid to us for any equipment (including the Equipment) purchased from us; and
- 14.6.3 you must immediately return to us all equipment which we may have leased to you in respect of the Service in good condition. We will be entitled to charge you all costs incurred in repossessing or acquiring replacement for any such Equipment which you have failed to return to us, or at our standard prescribed rates for acquiring a replacement for any Equipment which is returned to us in a damaged or defective condition.
- 14.7 The termination of this Agreement will not affect any accrued rights or remedies of either party against the other party.
15. **Promotions**
- For promotional offers additional terms and conditions will apply.
16. **Rate table**

Further Charges¹ may apply in addition to the prevailing subscription fees, including those set out in the Rate Table below:-

	Description of Charge		Amount of Charge (\$)
16.1	Activation Charge		\$21.40 per line
16.2	Disconnection Charge (if Service is terminated less than 3 months after commencement date)		\$32.10
16.3	Service Call Fee	Transport Charge (mandatory)	\$12.84
		Service Charge (this Service Charge will be waived if the problem is due to StarHub's equipment or network issue)	\$40.66
16.4	Installation Charge		\$53.50 per hardware
16.5	Delivery Charge		\$12.84 per trip to the same Service Address

17. Terminology

Term	For Digital Voice Global	For Digital Voice Home
Charges	Refers to all activation/connection, disconnection, reconnection, usage, subscription, installation, service call and administrative charges and other fees and charges to be paid by you for or relating to the Service, the Software or the Equipment. The Charges will be in accordance with the rates in our prevailing rate tables available on our website or at our customer service centre	
Equipment	Refers to the Integrated Access Device or Internet Access Device ("IAD") and related accessories which you use to obtain or access the Service	Refers to the approved hardware and related accessories which you use to obtain or access the Service
Service	Refers to StarHub Digital Voice Global Service and any related enhanced/value-added services provided by StarHub Ltd (Reg. No. 199802208C)	Refers to the StarHub Digital Voice Home Service and any related enhanced/value-added services provided by StarHub Ltd (Reg. No. 199802208C)
Service Address	Refers to a residential address in Singapore at which we agree to provide the Service	
Service Number	Refers to any number, symbols or characters assigned by us or selected by you for the purpose of your utilisation of the Service and/or the Equipment, including any telephone number, mailbox number, network user identity, password or person identification number	

¹ StarHub reserves the right to prescribe the rates for the fees at any time and without prior notice.

SECTION A: GENERAL PROVISIONS ON USAGE

Software	Refers to any software program and firmware, including the Digital Voice Software Telephone (" SoftPhone ") and any upgrades provided to you as part of the Service or Equipment which allows you to access the Service (or as the case may be, the Equipment)	Refers to any software program and firmware, including any upgrades provided to you as part of the Service or Equipment or which allows you to access the Service (or as the case may be, the Equipment)

SECTION B: DIGITAL VOICE GLOBAL**1. Applicability**

These are a set of terms and conditions which apply to subscribers of our Digital Voice Global Service.

2. Eligibility

2.1 Guarantor: If you are below 21 years old and wish to subscribe to our IDD service, you must provide a guarantor who must be at least 21 years old.

2.2 Non-Singaporean or Singapore PR: If you are below 21 years old and are neither a Singapore citizen nor permanent resident, you will not be eligible to subscribe to our IDD service.

2.3 SoftPhone: In order to use the SoftPhone, you must be subscribed to a Digital Voice Global line and have purchased the Digital Voice IAD. Additionally, you must at all times provide us with a valid email address to facilitate the provisioning of SoftPhone.

3. Use of Service

3.1 Connecting to multiple devices: You acknowledge and agree that the connection of multiple devices at the same time may affect your use of the Service, Software and/or the Equipment. We will not be liable for any service issues arising out of multiple concurrent connections to the Digital Voice Global Service.

3.2 Compatibility: The Software may not be compatible with certain computer, hardware, other software or networks. You are solely responsible for ensuring the compatibility of the Software with any computer, hardware, other software or network, and we will not be responsible for any failure, disruption or interference in the Service or such computer (or as the case may be, hardware, other software or network) which may arise from your use of the Software in conjunction with such computer (or as the case may be, hardware, other software or network).

3.3 Use of other equipment: You must ensure that any computer, hardware, software or network connected to or used with the Service or the Software is connected and used in accordance with any applicable instructions, safety and security procedures applicable to the use of such computer (or as the case may be, hardware, software or network) or as may be specified by us.

3.4 Barring of IDD service: You are required to give us a minimum of 2 workings days' notice to activate the barring of StarHub IDD service.

4. Tampering with Equipment, Software or Service

4.1 No modification: You are solely responsible for the Equipment and Software and must not modify or in any way interfere with, nor allow anyone else (other than a person authorised by us) to do so. You will not change the electronic serial number or equipment identifier of the Equipment or perform a factory reset of the Equipment without our prior written consent.

4.2 Right to terminate: We reserve the right to suspend or terminate your Service if we determine, in our absolute discretion, that you have tampered with the Equipment and/or Software. In the event of such suspension or termination, you will remain responsible for the full month's Charges to the end of the current term, including, without limitation, unbilled Charges, plus a termination fee, if applicable, all of which will immediately become due and payable.

4.3 **No hacking or disruptive acts:** You will not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

5. **Software**

5.1 **Before accessing and using the Service:** To access and use the Service, you will be provided the Software at no additional costs, which you must download and install successfully on your computer or such other device as may be appropriate to access and use the Service.

5.2 **SoftPhone Installation:** The SoftPhone shall only be installed on a maximum of 3 computers or device.

5.3 **Updates or upgrades to Software:** We reserve the right to update or change the Software from time to time and you agree to take such actions as may be necessary or desirable to install any updates or upgrades to the Software. Your failure to do so is your sole responsibility and may affect your use of the Service.

5.4 **Licence agreement:** The Software may be accompanied by an end-user licence agreement from us or a third party. Your use of the Software is governed by the terms of that licence agreement and by this Agreement. You must not install or use any Software that is accompanied by an end-user licence agreement unless you first agree to the terms of that end-user licence agreement. With regard to any Software which is not accompanied by an end-user licence agreement, the use of the Software is subject to the following conditions:-

5.4.1 the licence shall be a non-exclusive, non-transferable and non-sublicensable personal licence to use the Software for your own personal use only;

5.4.2 you are granted the non-exclusive right to use all or a portion of the Software so long as:-

(a) the Software is not distributed or made available to any third party whether for profit or otherwise;

(b) the Software is used only in connection with the Service and for no other purpose;

(c) the Software is not modified; and

(d) you comply with all the terms and conditions of this Agreement.

For the avoidance of doubt, we and/or our licensors reserve all rights in the Software not expressly granted under this Agreement.

5.4.3 **Intellectual Property Rights:** We and/or our licensors own the Software and all intellectual property rights in or associated with the Software. You must not remove or alter any copyright, ownership or other proprietary notices, legends, symbols or labels appearing on or in any part of the Software.

5.4.4 **Stand-alone basis:** You may use the Software only on a stand-alone basis such that the Software and its accompanying functions are accessible at the specific computer where the Software has been installed. You may not allow the Software or its functions to be accessed remotely, or transmit all or any portion of the Software through any network or communication line.

5.4.5 **Limitations on using, copying and modifying the Software**

- (a) **No reproduction or distribution of the Software:** You must not reproduce or distribute the Software for any purpose whatsoever. Without prejudice to the foregoing, you must not copy the Software to any server or location for reproduction or distribution. You acknowledge that the Software contains our or our licensors' trade secrets, intellectual property rights and other proprietary rights. You must not decompile, disassemble or otherwise reverse engineer any part of the Software, or engage in any other activities to obtain underlying information in or about the Software that is not visible to the user in connection with normal use of the Software.
- (b) **Swap or replacement:** You must inform us immediately of any swap or replacement of the Software so that we may update your computer/hardware MAC ID in our system accordingly and permit the provision of the Service to continue with minimal disruption. An administrative fee will be chargeable by us for any request by you for a change of MAC ID.
- (c) **Loss or damage:** We will not be responsible for the Software, or any loss or damage caused by or as a result of the use of the Software, whether in conjunction with the Service or not.
- (d) **Charges:** We reserve the right to impose our standard Charges applicable in the event a service call is made to us or a request to change, replace or reconfigure any defective Software has been raised to us.
- (e) **Compliance:** You must comply with all applicable laws and instructions, notices or directions issued by the relevant Regulatory Authority or us from time to time in respect of the installation, use or upgrade of the Software.
- (f) **Access:** You shall grant us access to the Software as and when we deem necessary to carry out any upgrade and/or trouble-shooting, without prior notice from us.
- (g) **Other equipment:** You must not use the Software in conjunction with any computer, hardware, software or network other than in the manner approved by us.
- (h) **Theft or loss:** You must immediately inform us if the computer or hardware installed with the Software is stolen or lost, or if you become aware at any time that your Service is being fraudulently used or otherwise being used in an unauthorised manner. Until you have informed us about the theft or loss, or fraudulent or unauthorised use of the Service, you will be solely responsible for all use of the Service and/or Software and any and all fraudulent or unauthorised use of your Service and/or the Software.

SECTION C: DIGITAL VOICE HOME

1. **Applicability**

These are a set of terms and conditions which apply to subscribers of our Digital Voice Home Service.

2. **Eligibility**

If you are below 21 years old and are holding any of the following foreign passes:-

- 2.1 Work Permit;
- 2.2 Student Pass;
- 2.3 Dependant's Pass; or
- 2.4 Long Term Visit pass,

and wish to subscribe to StarHub IDD service, you must provide a guarantor who must be at least 21 years old and is either a Singapore citizen or permanent resident.

3. **Use of Service**

You must ensure that any equipment (other than the Equipment), hardware, software or network connected to or used with the Service or the Equipment is connected and used in accordance with any applicable instructions, safety and security procedures applicable to the use of such equipment (or as the case may be, hardware, software or network) or as may be specified by us.

4. **Tampering with Equipment or Service**

- 4.1 **No modification:** You are solely responsible for the Equipment and must not modify or in any way interfere with, nor allow anyone else (other than a person authorised by us) to do so. You will not change the electronic serial number or equipment identifier of the Equipment or perform a factory reset of the Equipment without our prior written consent.
- 4.2 **Right to terminate:** We reserve the right to suspend or terminate your Service if we determine, in our absolute discretion, that you have tampered with the Equipment. In the event of such suspension or termination, you will remain responsible for the full month's Charges to the end of the current term, including, without limitation, unbilled Charges, plus a termination fee, if applicable, all of which will immediately become due and payable.
- 4.3 **No hacking or disruptive acts:** You will not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

SECTION D: DIGITAL VOICE SUBSCRIPTION

1. Eligibility

1.1 Minimum age: You must be at least 18 years old to subscribe for our Digital Voice Home and Digital Voice Global Services.

1.2 Guarantor: If you are below 21 years old and are holding any of the following foreign passes:-

1.2.1 Work Permit;

1.2.2 Student Pass;

1.2.3 Dependant's Pass; or

1.2.4 Long Term Visit pass,

and wish to subscribe to StarHub IDD service, you must provide a guarantor who must be at least 21 years old and is either a Singapore citizen or permanent resident.

2. Additional terms

2.1 Free outgoing calls: Our unlimited FREE outgoing calls service only applies to fixed and mobile numbers registered in Singapore. Such service does not apply to premium rated service calls (e.g. 1900 number) which will be chargeable at the prevailing Charges.

2.2 Barring of IDD service: You are required to give us a minimum of 2 workings days' notice to activate the barring of StarHub IDD service.

2.3 Access: You are required to purchase your own IAD for access to the Digital Voice Global Service.

2.4 Defects: We will not be responsible for any defect of the IAD or VeCM. Any defect of the IAD/VeCM will be covered under the manufacturer's warranty only. We will not be responsible for the IAD or VeCM or any related hardware or software comprised therein, or any loss or damage caused by or as a result of the use of the IAD or VeCM, hardware or software, whether in conjunction with the Digital Voice Home or Digital Voice Global Service or not.

SECTION E: DIGITAL VOICE HOME PROMOTION

1. **General**
 - 1.1 StarHub may run promotions (“Promotions”; each a “Promotion”) for StarHub Digital Voice Home and Digital Voice Global Services from time to time on terms and conditions to be prescribed by StarHub. The terms and conditions for the following Promotions are set out below (“Promotion Terms & Conditions”).
 - 1.2 For both Digital Voice Home and Digital Voice Global customers:
 - 1.2.1 Free Outgoing Calls Promotion; and
 - 1.2.2 Free Number Retention Promotion.
 - 1.3 For Digital Voice Home customers only:
 - 1.3.1 \$2.10 per Month Digital Voice Home Promotion; and
 - 1.3.2 Value Bundle Promotion.
 - 1.4 The use of Digital Voice Home and Digital Voice Global Services are also subject to StarHub’s Consumer General Terms & Conditions, and any other terms and conditions that StarHub may have agreed to from time to time. Customer may view StarHub’s terms and conditions on our website.
 - 1.5 If there is any conflict or inconsistency between any provision of these Promotion Terms & Conditions, the Consumer General Terms & Conditions and applicable Service Specific Terms & Conditions, the documents shall be construed in the following decreasing order of precedence:
 - 1.5.1 Promotion Terms & Conditions;
 - 1.5.2 Service Specific Terms & Conditions for Digital Voice Home Service or Digital Voice Global Service (as the case may be); and
 - 1.5.3 Consumer General Terms & Conditions.
 - 1.6 Any customer with outstanding payments under an existing account for any StarHub Service is not eligible for any Promotion.
 - 1.7 Customers are strongly encouraged to upgrade the Services that they currently subscribe to the latest Services, technology or platform as may be made available by StarHub from time to time. For the Services under these Promotion Terms & Conditions, customers are strongly encouraged to upgrade Digital Voice Home Service from cable to fibre platform and in order to do this, customers are required to subscribe to and maintain StarHub’s Fibre Home Broadband Service for the duration of customers’ subscription of Digital Voice Home.
2. **Free Outgoing Calls for Digital Voice Home and Digital Voice Global Customers Promotion (“Free Outgoing Calls Promotion”)**
 - 2.1 Under this Free Outgoing Calls Promotion, Digital Voice Home and Digital Voice Global customers will be entitled to unlimited free outgoing calls to Singapore-registered fixed-line and mobile numbers and (for Digital Voice Global customers only) to StarHub-approved IADs until 31 July 2019, or such other date as specified by StarHub.
 - 2.2 This Free Outgoing Calls Promotion does not apply to premium-rated service calls (such as calls to 1900 numbers), which will be chargeable at the prevailing Charges.

- 3 **Free Number Retention Promotion for Digital Voice Home and Digital Voice Global Customers (“Free Number Retention Promotion”)**
- 3.1 Under this Free Number Retention Promotion, customers may port over their fixed-line number registered under another third party service provider to the Digital Voice Home or Digital Voice Global Services, and retain their original fixed-line number for free.
- 3.2 Customers who sign up for Digital Voice Home (on or before 31 July 2019) or Digital Voice Global Services (on or before 30 November 2017) are eligible for the Free Number Retention Promotion. Digital Voice Home customers who sign up from 1 August 2019 will be charged the usual price of \$8.40 per month. Digital Voice Global Service is no longer available for new sign-up from 1 December 2017.
4. **Digital Voice Home Promotion for Fibre Home Broadband customers (“\$2.10 per Month Digital Voice Home Promotion”)**
- 4.1 **Eligibility**
- 4.1.1 With effect from 1 August 2018 to 31 July 2019, Digital Voice Home will be available to customers who sign up for a StarHub Fibre Home Broadband (the "**eligible customers**") at a promotional rate of \$2.10 charge per month (discounted from the prevailing rate of \$10.49 per month) (the "**Promotion**"). Thereafter, prevailing rates will apply.
- 4.1.2 All our Home Broadband or TV customers who were under the complimentary Digital Voice Home Promotion (prior to 1 September 2012) and the \$2.10 Per Month Digital Voice Home Promotion (prior to 1 August 2018) will continue to be eligible for the promotional rate of \$2.10 per month for Digital Voice Home Service. The Digital Voice Home Service will terminate upon the termination of your Home Broadband or TV Service(s) (as the case may be) for any reason. Each customer is eligible to only one Digital Voice Home Service per Service Address under the Promotion, regardless of the number of Home Broadband or TV Services subscribed to. Subsequent fixed lines will each be chargeable at the usual price of \$10.49 per month (or such other rate as may be prescribed by us).
- 4.1.3 The Promotion is not applicable to you if:-
- (a) you have outstanding payments on your Home Broadband, TV, Mobile, IDD or Digital Voice Services; and
 - (b) your residential Singapore addresses are restricted from subscribing for the Digital Voice Services.
- 4.2 **Migration to Promotion:** All eligible customers with a minimum subscription of 3 Basic Groups and were under the complimentary Digital Voice Home Promotion prior to 1 September 2012 will be automatically migrated to this Promotion.
- 4.3 **Maximum number of lines:** Each Customer is only eligible for a single Digital Voice Home service per Service Address under the Promotion rate, regardless of the number of Home Broadband or TV Services that you subscribe to. Subsequent lines will each be chargeable at the prevailing rate of \$10.49 per month (or such other rate as may be prescribed by us).
- 4.4 **Waiver of value-added Services activation fee:** You will enjoy a waiver of the value-added Services activation fee if the selection of your value-added Services is done at the point of sale.
5. **Digital Voice Home Value Bundle Promotion (“Value Bundle Promotion”)**
- 5.1 The Digital Voice Home Value Bundle comprises the following value-added services (each a “VAS”):
- 5.1.1 Caller-number display;
 - 5.1.2 Call divert;

- 5.1.3 Call waiting; and
- 5.1.4 Voice mail.
- 5.2 Under the Value Bundle Promotion, each Digital Voice Home customer will be entitled to enjoy the Digital Voice Home Value Bundle for free during the first 3 months of his or her subscription.
- 5.3 After the 3-month free subscription, customer will be charged the usual price of \$4.82 per month for the Digital Voice Home Value Bundle.
- 5.4 The Value Bundle Promotion is applicable from 20 April 2006 until 31 July 2019, or such other date as StarHub may determine in its sole discretion.
- 5.5 Customers who sign up for a new Digital Voice Home Service, including StarHub Fibre Home Broadband customers who are eligible for the \$2.10 per Month Digital Voice Home Promotion, are eligible for the Value Bundle Promotion.
- 5.6 The Value Bundle Promotion is not applicable to existing Digital Voice Home subscriptions.
- 6. Additional Terms for All Promotions**
- 6.1 Unless otherwise stated, all Charges and prices quoted include goods and services tax. StarHub reserves the right to change any of the Charges and prices from time to time and where reasonably practicable, StarHub will endeavor to give reasonable advance notice of such changes.
- 6.2 Promotions cannot be used to offset existing subscription charges or outstanding balances due to StarHub.
- 6.3 Promotions are non-exchangeable for cash or kind, is non-refundable and non-transferable.
- 6.4 Unless StarHub specifies otherwise, Promotions are not available with other discounts, promotions, special packages or external offers.
- 6.5 StarHub reserves the right to determine customer's entitlement to these Promotions, and reject any application for the Digital Voice Home or Digital Voice Global Services, at its sole discretion.
- 6.6 StarHub further reserves the right to revise any of these Promotion Terms & Conditions (including pricing plans, Charges etc) at its sole discretion without prior notice. Customer's use of the Digital Voice Home or Digital Voice Global Services will constitute acceptance of these Promotion Terms and Conditions and the amendments thereof.
- 6.7 These Promotion Terms & Conditions shall be governed by the laws of Singapore and parties agree to be bound by the exclusive jurisdiction of the courts of Singapore.