

## STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS

### SMARTPTT

These are our Service Specific Terms & Conditions for SmartPTT and together with any other terms and conditions that you and we have agreed or accepted from time to time, they form the Agreement between you and StarHub.

#### 1. How you may be Eligible for the Service

- 1.1. The Services are only available to business customers for their own business use.
- 1.2. In order to subscribe to the Services, you must:
  - 1.2.1. be a business or corporate entity;
  - 1.2.2. not have, at the time of application of the Services, any outstanding accounts with us that are due and owing to us;
  - 1.2.3. have a Service Address to which the Services will be provided in Singapore; and
  - 1.2.4. have a billing address in Singapore.
- 1.3. You must, at all times, provide us with such information as may be necessary or desirable for us to provide you with the Service.
- 1.4. We may choose not to accept your application at our discretion.

#### 2. Minimum Period of Service

- 2.1. The initial Minimum Period of Service for all subscription plans for the Service is 12 continuous months (or such other period as may be stated in the application form) from the commencement date. Upon the expiry of the initial Minimum Period of Service, the Service will be renewed on a monthly basis unless either party gives the other party at least 30 days' written notice of termination prior to the expiry of the then current period.
- 2.2. In computing whether or not you have fulfilled the Minimum Period of Service, any period for which the Service is suspended or ceased will not be counted. If the Service is suspended or ceased and subsequently reactivated, the Minimum Period of Service will be automatically extended by such period of suspension or cessation.
- 2.3. If we agree to any changes to the Service as requested by you (including any upgrade to the Service) or the renewal of the Service, we are entitled to require the Minimum Period of Service to be re-commenced from the date the Service is changed or renewed.

#### 3. Using the Service

- 3.1. In order to access and use the Service, you must install and use the Software. You must agree to install and use the Software in accordance with its end user license agreement prescribed by us.
- 3.2. You shall assign 1 authorised personnel as your user administrator ("**Administrator**") for the Service. The Administrator shall be our single point of contact for operational matters, including password and authorisation matters. The Administrator shall also be responsible for managing your user features via your company's administrator web portal for the Service (which we will make available to you as part of the Service). We will provide you with a user guide. Should you require user training for the

Administrator, you may request for such training in writing. Training will be subject to our written approval and availability of resources. We will also prescribe a Charge in connection with such training. We reserve the right to cancel such training upon notification.

- 3.3. You acknowledge and agree that the Service may not be compatible with all devices which are not provided by StarHub, including mobile devices, accessories and computers. You shall, at your own cost and expense, be solely responsible for:
  - 3.3.1. ensuring that the devices you intend to use and will use in conjunction with the Service are compatible and able to work with the Service. We may provide you with a non-exhaustive list of devices that are known in the market to be compatible; however, we make no warranty or guarantee that the listed devices are compatible and will work with the Service;
  - 3.3.2. ensuring your applications, equipment, hardware, software and networks meet the minimum system requirements of the Service as we may determine from time to time, and that they are compatible and may properly function and inter-operate with the Service. We will not be liable for any Service or network failure or performance issues resulting from non-compliance with such requirements;
  - 3.3.3. determining and for procuring any accessory required on your devices. For example, a commercial off-the-shelf Bluetooth Push-to-Talk (PTT) may or may not work with the Service. For the avoidance of doubt, we shall not be responsible for your devices and conversions, including any faults that may be caused to the Service in connection with your devices and/or conversions; and
  - 3.3.4. procuring and maintaining all necessary devices to use and access the Service and such devices include a mobile device, mobile accessories, computer and/or such other compatible customer premises equipment (collectively, the "**CPE**") as may be required to use and access the Service.
- 3.4. Your use of the Service and the CPE shall be solely at your own risk and is subject to all applicable laws and regulations. If you use or allow the use of the Service and/or the CPE outside Singapore, you shall be solely responsible for:
  - 3.4.1. obtaining all necessary consents; and
  - 3.4.2. complying with all applicable laws and regulations resulting from such use.
- 3.5. For customers with mobile and/or broadband services not provided by us, we will not be able to ensure the voice quality and service availability as their internet bandwidth and availability are not within our control.
- 3.6. Quality of Service (QoS) assurance on StarHub mobile network is only applicable for mobile users who subscribe to SmartPTT VAS or SmartMCPTT VAS.

#### **4. Equipment**

- 4.1. Any equipment that is not supplied by us will not be supported by us.
- 4.2. We may provide the CPE to you on a sale and purchase basis. The sale and purchase of the CPE will be subject to the relevant manufacturer's warranty only ("**CPE Warranty**") and any defect in such CPE will be covered by the CPE Warranty and your sole and exclusive remedy for such defect shall be according to the CPE Warranty. Orders for CPE shall at all times be subject to availability and confirmation by us in writing. Once you have placed an order for a CPE, you cannot cancel such order unless otherwise agreed by us in writing.

- 4.3. Alternatively, we may lease the CPE to you. You must also use the CPE in accordance with the guidelines, instructions or specifications given to you. We will always remain the owner of such CPE. We reserve the right to update, change, remove or replace the CPE (whether in part or in whole). You must not allow anyone to modify such CPE without our prior written consent. Except for fair wear and tear, you will bear all risks of loss or theft of, or damage to, the leased CPE, from the time you receive the CPE, at our prescribed prevailing rates. Upon termination of the Service, you must return us the leased CPE; otherwise you shall bear our costs of collection of such CPE.
- 4.4. The provision of the CPE shall be subject to stock availability.
- 4.5. You must comply with all applicable laws and instructions, notices or directions issued by the relevant regulatory authorities or us from time to time regarding the installation, use, operation and/or upgrade of the CPE.

## **5. Security**

- 5.1. You are solely responsible for:
  - 5.1.1. the security of all of your equipment and networks (including the CPE in your possession) which are connected to and/or used in conjunction with the Service; and
  - 5.1.2. all activities that occur in relation to all your equipment and networks (including the CPE under your possession).
- 5.2. If you discover or suspect any unauthorised use of the Service, the CPE and/or that your account security has been compromised, you must immediately inform us and take all necessary and immediate actions, at your sole cost and expense, to enhance the security of all your equipment and networks (including the CPE) which are connected to and/or used in conjunction with the Service.
- 5.3. You are therefore advised to review and update the security features of all your equipment and networks (including the CPE) which are connected to and/or used in conjunction with the Service from time to time.
- 5.4. The security of your account, including Content stored, sent or received is your own responsibility. We cannot guarantee the safety and security of any transmission under any circumstances whatsoever.
- 5.5. You are required to setup (and regularly change) the initial password with a strong password when you first log on to the Service. Password reset can be initiated by your administrator via the administrator web portal.

## **6. Your Responsibilities**

- 6.1. In respect of our SmartPTT Service:
  - 6.1.1. you agree not to:
    - 6.1.1.1. use the Service in any unlawful manner, including the violation of any person's privacy rights;
    - 6.1.1.2. use the Service to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights;
    - 6.1.1.3. use the Service in any manner that interferes with or disrupts the integrity or performance of the Service and its components;

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS  
SMARTPTT

- 6.1.1.4. attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the Service;
- 6.1.1.5. use the Service to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libellous, obscene, or discriminatory;
- 6.1.1.6. use the Service to store files that are not deemed to be voice or video communication;
- 6.1.1.7. use the Service to knowingly post, transmit, upload, link to, send or store any viruses, worms, malware, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive software; or
- 6.1.1.8. try to use, or use the Service in violation of this Agreement; and
- 6.1.2. you are solely responsible for ensuring that your use of the Service to store and transmit your data is in compliance with all applicable laws and regulations. You are also solely responsible for determining whether the Service or the information generated therefrom is accurate or sufficient for your purposes;
- 6.1.3. you agree and acknowledge that each individual user of the Service ("**User**") will be identified by a unique username and password ("**User Login**") and that a User Login may only be used by 1 individual at any point of time. You and your Users are responsible for maintaining the confidentiality of all User Login information for your account;
- 6.1.4. you agree that we shall have the right to access your account and to use, modify, reproduce, distribute, display and disclose your data solely to the extent necessary to provide the Service, including responding to your support requests; and
- 6.1.5. you are responsible for ensuring that your use of the Service is in compliance with all applicable laws in all jurisdictions governing the use of the Service by you and your Users, including telephone recording and wiretapping laws.

**7. Additional Charges**

- 7.1. There will be additional Charges for:
  - 7.1.1. provision of the Service, installation of and/or Service support for the CPE outside our normal scope of work. These include:
    - 7.1.1.1. Services requested by you that are provided at a greater cost than what we would normally incur because of the materials used, the manner of installation or the nature of the Service Address. In these cases, we will notify you of the additional Charges before the installation starts;
    - 7.1.1.2. work or the Services is/are performed outside our normal working hours; and
    - 7.1.1.3. work or the Services required because of your or any third party's action, fault or negligence or because of any fault or problem associated with any other telecommunication system which you or other Service Providers control; and
  - 7.1.2. our work done in response to your complaint of a fault in the CPE and/or Services if the work reveals no such fault.

- 7.2. If our field engineer is required to attend to you on-site at your Premises, our on-site support Charges shall apply (currently S\$50 transportation and S\$120 per man-hour during our office hours (inclusive of prevailing 7% GST) and subject to change if there is any increase in GST) or such other amounts as may be prescribed by us from time to time). No on-site Charges will be imposed if the faults are determined to have been caused by us or our Network.

## **8. Liability**

- 8.1. The Service (including any installation or support Service) is provided on an "as is" and "as available" basis. You agree that you use the Service or rely on any Content obtained through the Service at your sole risk. To the fullest extent allowed by the law, we do not give any assurances, guarantees, or warranties, either express or implied, in relation to such Service or Content and the CPE, including that the Service will be compatible with all mobile and/or broadband services. You agree that your mobile and/or broadband provider or other third party provider may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede your use and access of the Service. Our statements regarding the Service or descriptions of the Service are informational and are not given as a warranty of any kind.

## **9. Ending and Suspending the Service**

- 9.1. In addition 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 paragraph 9, this Agreement or the Service hereunder may be terminated by either party giving at least 30 days' written notice to the other party.
- 9.2. If you give us notice that ends during the applicable Minimum Period of Service pursuant to paragraph 9.1 above, you must immediately pay us the early termination Charges as follows:
- 9.2.1. the aggregate of the monthly recurring Charges (including rental Charges, where applicable) for the remainder of the unfulfilled Minimum Period of Service. In addition, you shall compensate us for any damages or losses (including the costs of all waivers and discounts granted and free premiums given) which we may suffer because of such early termination; and
- 9.2.2. where relevant, any and all amounts that may be imposed on us by any third party arising from and/or in connection with the termination.
- 9.3. We reserve the right to charge you our prevailing reactivation Charges (currently at S\$50 per line, inclusive of 7% GST and subject to change if there is any increase in GST) or such other amount as may be prescribed by us from time to time for reactivating any suspended or terminated Service.
- 9.4. If the Service is suspended or terminated due to non-payment of any Charges and you subsequently pay us all outstanding amounts, in order to reactivate the Service, you must contact our business helpdesk or where relevant, our account manager to request for such re-activation. You acknowledge and agree that reactivation of the Service is neither automatic nor immediate upon or after your full and correct payment of the outstanding Charges. Our prevailing reactivation Charges shall apply unless otherwise agreed by us in writing.
- 9.5. If the Service is terminated,
- 9.5.1. all sums due, accruing due or payable to us in respect of the Service, and if applicable, the CPE, up to the date of termination (including late payment Charges) will, upon the termination, become immediately due and payable to us. There will be no refund of any Charges paid to us for any equipment (including the CPE) purchased from us; and;

- 9.5.2. you must immediately return to us all CPE which we may have leased or rented to you in respect of the Services, in good condition. We will be entitled to charge you (i) all costs incurred in repossessing or acquiring replacement for any such CPE which you have failed to return to us; and/or (ii) at our standard prescribed rates for acquiring a replacement for any CPE which is returned to us in a damaged or defective condition.
- 9.6. The termination of this Agreement will not affect any accrued rights or remedies of either party against the other party.

## **10. Meanings**

This paragraph 10 sets out how certain words and phrases are used in this Agreement. Terms used but not defined in these Service Specific Terms & Conditions shall have the respective meanings given to them in the Business General Terms & Conditions.

### **What these words mean in this Agreement**

- 10.1. "**Administrator**" has the meaning set out in paragraph 3.2.
- 10.2. "**CPE**" has the meaning set out in paragraph 3.3.4.
- 10.3. "**CPE Warranty**" has the meaning set out in paragraph 4.2.
- 10.4. "**GST**" means goods and services tax.
- 10.5. "**Service**" refers to the SmartPTT service which is provided by StarHub Ltd (Reg. No. 199802208C) and/or the relevant Affiliate.
- 10.6. "**User**" has the meaning set out in paragraph 6.1.3.
- 10.7. "**User Login**" has the meaning set out in paragraph 6.1.3.