

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS
ETHERNET LEASED LINE SERVICES

These are our Service Specific Terms & Conditions for the Ethernet Leased Line Services, 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 Services

1.1 In order to subscribe to the Services, you must :

1.1.1 be a business or corporate entity;

1.1.2 not have, at the time of application of the Services, any outstanding accounts with us that are due and owing to us; and

1.1.3 have a Service Address to which the Services will be provided in Singapore.

1.2 We will provide the Services to the Service Address stated in the application form or such other Premises as may be agreed by us from time to time. If you wish to change the Service Address, you must notify us promptly and such change is subject to our written approval.

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 Services.

1.4 We may choose not to accept your application at our discretion.

2. Providing the Services

2.1 In addition to paragraph 1.4 above, we reserve the right not to accept or proceed with your application if:

2.1.1 the application form submitted by you is not duly completed and signed;

2.1.2 you fail to provide us with the information as required under paragraph 1.3 above;

2.1.3 we determine that we are unable to provide the Services due to any of the reasons as stated in paragraph 4.6 below; or

2.1.4 we discover that (i) you have failed to provide any facility or resource as we may request; or (ii) have not provided them under the operating conditions and specifications stipulated by us for the proper performance of the Services or for the installation, operation and maintenance of the Services and the Equipment.

2.2 When we accept your application form, we will notify you of the commencement date for the provision of the Services and this date will be known as the ready for service ("**RFS**") date. The RFS date will be specified in our application form. We will use our commercially reasonable endeavours to meet the RFS date and shall not be liable if the RFS date is not met due to events outside our control, including any third party's act and/or omission. We reserve the right to change the RFS date without liability.

2.3 If we are unable to provide the Services by the RFS date, then you must accept that part of the Services which we are ready to provide, and pay for the same at our prevailing rate(s), and you will have no claim against us for our failure to provide the Services by the RFS date.

- 2.4 If you request to defer the provision of the Services to a date that is more than 10 working days after the RFS date we originally agreed to, you will be liable to pay our prevailing deferment Charges, which shall be 10% of our prevailing one-time installation Charges of the Services ("**Installation Charges**"), regardless of whether or not such Installation Charges were waived or discounted. Additionally, where the Services are connected through NGN, your request for deferment shall be deemed an early termination of the Services and you shall be liable to pay us the Early Termination Charges and Third Party Charges.
- 2.5 If you cancel your application for the Services after the RFS date, your cancellation shall be deemed an early termination of the Services and you shall pay us the Early Termination Charges and where the Services are connected through NGN, you shall in addition pay us all Third Party Charges.
- 2.6 If you cancel your application for the Services before the RFS date, you shall pay us our prevailing cancellation Charges, which shall be 100% of our Installation Charges, regardless of whether or not such Installation Charges were waived or discounted. In addition, where the Services are connected through NGN, if you cancel your application for the Services before the RFS date, your cancellation shall be deemed an early termination of the Services and you shall pay us the Early Termination Charges and Third Party Charges.
- 2.7 If you request a change of the circuit terminating point and this results in a change of original serving distribution point ("**DP**") or serving node, that request will constitute a cancellation of your application for the Services, and you shall pay 100% of our Installation Charges, regardless of whether or not such Installation Charges were waived or discounted. In addition, where the Services are connected through NGN, this shall be deemed an early termination of the Services and you shall pay us the Early Termination Charges and Third Party Charges.
- 2.8 If your request for a change of the circuit terminating point results in re-wiring of any completed wiring work from the original serving DP or serving node, you shall pay our prevailing Charges for the rewiring.
- 2.9 If the provision of Services is deferred more than 2 months from the originally agreed RFS date due to your request, we have the right to deem the Services as cancelled, in which case you will be liable to pay 100% of our Installation Charges, regardless of whether or not such Installation Charges were waived or discounted. In addition, where the Services are connected through NGN, if you cancel your application for the Services before the RFS date, your cancellation shall be deemed an early termination of the Services and you shall pay us the Early Termination Charges and Third Party Charges.
- 2.10 If you wish to subscribe to the Services which comprise or include third-party ethernet and such Services are to be provided to a location where we do not have the resources to support the provision of such Services to that location ("**Remote Location**"), the following terms will apply:
- 2.10.1 You must inform us to proceed with a survey of the Remote Location to enable us to evaluate the feasibility of activating the Services to the Remote Location and you must pay our prevailing Charges for the site survey ("**Site Survey Fee**").
- 2.10.2 We may accept or reject any application for the Services to a Remote Location without giving reasons. We may consider these criteria in our determination:
- 2.10.2.1 the Remote Location has previously been assessed by us as not being a feasible site for installation or operation of the Services; and/or
- 2.10.2.2 you have been given quotes for several Service requests, but have not asked us to proceed to install the Services arising from such quotes.
- 2.10.3 You will secure for our personnel or our authorised representatives all Remote Location access and usage rights required for us to carry out the survey and the provisioning of the Services.

- 2.10.4 If, after conducting a site survey, we determine (in our absolute discretion) that it is feasible to install and operate the Services at the Remote Location, then we will inform you of:
- 2.10.4.1 the additional costs ("**One-Time Customisation Charges**"), if any, that would be incurred in installing and providing the Services to the Remote Location;
 - 2.10.4.2 an estimated time frame required for the installation of the Services to the Remote Location; and
 - 2.10.4.3 the monthly recurring Charges and one-time installation Charges for the Services at the Remote Location,
- (together, the "**Quote for the Remote Location Service**").
- 2.10.5 You must either accept or decline the Quote for the Remote Location Service within the quote's validity period.
- 2.10.5.1 If you accept the Quote for the Remote Location Service, the Site Survey Fee will be credited to you against the Charges payable by you for the Services.
 - 2.10.5.2 If you do not accept the Quote for the Remote Location Service, you must inform us and your application for the Services will be considered null and void. For the avoidance of doubt, in this instance, you will remain liable for, and not be entitled to any refund of, the Site Survey Fee.
- 2.10.6 You agree that no right, title or proprietary interest in the resources to or at the Remote Location (for example, equipment, fibres or ducts built) will be vested in you. If you cancel the Services at the Remote Location after accepting the Quote for the Remote Location Service and we have proceeded with the provisioning of the Services to the Remote Location, we reserve the right to recover all associated resources to or at the Remote Location with no rebate on the One-Time Customisation Charges. Further, this will be deemed an early termination of the Services and you will be liable to pay the Installation Charge, Early Termination Charges and Third Party Charges.
- 2.10.7 We will not be liable in any way to you for any loss, damage or liability incurred or sustained by you which is caused by or arising as a result of:
- 2.10.7.1 the rejection of any application for the Services; and/or
 - 2.10.7.2 our determination that the Remote Location is not feasible for installation or operation of the Services.

3. **Minimum Period of Service**

- 3.1 The initial Minimum Period of Service for the Services is 24 continuous months from the commencement date as determined in accordance with paragraph 4.1 below where the Services are connected through NGN. If the Services are connected through other means, the Minimum Period of Service is 12 continuous months (or such other period as may be stated in the application form) from the commencement date as determined in accordance with paragraph 4.1 below. Upon expiry of the initial minimum Period of Service, the Services will be renewed automatically on a monthly basis.
- 3.2 In computing whether or not you have fulfilled the Minimum Period of Service, any period for which the Services are suspended or ceased will not be counted. If the Services are suspended or ceased and subsequently reactivated, the Minimum Period of Service will be automatically extended by such period of suspension or cessation.

3.3 If we agree to any changes to the Services as requested by you (including any upgrade of the Services) or the renewal of the Services, we are entitled to require the Minimum Period of Service to be re-commenced from the date the Services are changed or renewed.

4. **Duration of Services**

4.1 The Services under this Agreement will commence on the RFS date as notified by us to you in accordance with paragraph 2.2 above.

4.2 This Agreement will continue until terminated according to the provisions of this Agreement.

4.3 You may request us to change, from time to time, the particulars of the Services set out in the application form, subject to our written agreement and your payment of the prevailing administrative fee chargeable by us. If there is such change, the subscription Charges payable and the particulars of the Services will be amended accordingly. For the avoidance of doubt, you will continue to be liable for the payment of such revised subscription Charges pursuant to paragraph 10.1 below.

4.4 Except for the Equipment, you are solely responsible for providing all other equipment, hardware, software, telecommunications services and power supply necessary to connect to and use the Services.

4.5 In addition, you acknowledge and agree that unless we otherwise agree in writing, we are not responsible for providing any support, whether technical or otherwise, to any of your networks which are connected to or used in conjunction with the Services.

4.6 You acknowledge and agree that availability of the Services is subject to:

4.6.1 availability of resources, including network availability and our area of coverage at the time at which the Services are requested or delivered;

4.6.2 geographic and technical capacity of our Network and of our delivery systems at the time at which the Services are requested or delivered; and

4.6.3 provisioning time for the Services and/or the Equipment. Such provisioning time will be determined or changed by us in our discretion without liability to you.

5. **System Requirements and Using the Services**

5.1 You are responsible for ensuring your applications, equipment (including your computer(s) but excluding the Equipment which we provide to you in connection with the Services), hardware, software and networks meet the minimum system requirements of the Services as we may determine from time to time, and that they are compatible and may properly function and inter-operate with the Equipment and the Services. We will not be liable for any Equipment, Service or network failure or performance issues resulting from non-compliance with such requirements. You acknowledge and accept that certain equipment, hardware, software and network are not supported by the Services.

5.2 You must ensure that all applications, equipment (other than the Equipment which we provide to you in connection with the Services), hardware, software or networks connected to or used with the Services or the Equipment are connected and used in accordance with:

5.2.1 all applicable instructions, safety and security procedures applicable to the use of such applications (or as the case may be, equipment, hardware, software or networks); and

5.2.2 all instructions, notices and directions as we may determine from time to time.

5.3 The Services or the Equipment may not be compatible with certain applications, equipment (other than the Equipment), hardware, software or networks. We will not be responsible for any failure, disruption or interference in the Services or such applications, equipment, hardware, software or networks which

may arise from your use of the Services or the Equipment in conjunction with such applications, equipment, hardware, software or networks.

- 5.4 The Services must not be used to route any private IP addresses unless the Services are connected directly to an equipment on your Premises. Only public registered IP addresses will be routed if the Services are connected to any other Service Provider's network.
- 5.5 We may, at any time and without any notice to you, temporarily suspend the Services for operational reasons such as repair, maintenance, upgrade or improvement of the Services or because of an emergency. We will restore the Services as soon as reasonably practicable. We may also modify the Services in order to keep pace with the prevailing demands and technological developments, at our discretion and without any notice to you. Your sole and exclusive remedy for suspension of the Services under this paragraph 5.5 shall be limited to what is stated in the service level agreement agreed between you and us in writing, if any. Aside from such service level agreement, we will not be liable to you or any third party under this paragraph 5.5.

6. **Transfer Speed**

- 6.1 You acknowledge and accept that as with any network, actual downstream speed when using the Services is affected by many factors including:
- 6.1.1 overall network traffic condition;
 - 6.1.2 performance and configuration of your computer or equipment connected to the Network;
 - 6.1.3 type of data accessed, whether non-cached or cached data;
 - 6.1.4 location and configuration of the accessed server;
 - 6.1.5 performance characteristics of each component of the data network, the number of users and the extent of all users' compliance with such conditions and requirements as may be determined by us;
 - 6.1.6 type of equipment, routers, and/or modem used; and/or
 - 6.1.7 any applications, equipment (other than the Equipment which we may provide to you in connection with the Services), hardware, software or networks used by you.
- 6.2 You further acknowledge that we do not warrant or give any guarantee on data transfer speed or any other aspect of the Services. We expressly exclude all warranties, whether express or implied by law, regarding the use of the Services (including without limitation the accessibility, reliability or accuracy of the Services) and the performance and/or condition of the Network.

7. **Use of Internet Resources**

- 7.1 As Content transmitted through the internet in general is not confidential, we cannot and will not guarantee your privacy or protection. It is your sole responsibility to take all such measures as may be necessary. You will fully indemnify us against all actions, proceedings, damages, costs, claims, demands or expenses which may be sustained or suffered by us arising out of or in connection with your use of the Services. This obligation set out in this paragraph 7.1 shall survive the termination of this Agreement.

8. **Equipment**

- 8.1 Any equipment that is not supplied by us will not be supported by us.
- 8.2 Any equipment (other than the Equipment) used by you to access and use the Services must meet all applicable standards as may be prescribed by the relevant regulatory authorities and us.

- 8.3 You will bear all risks of loss or theft of, or damage to, the Equipment, from the time you receive the Equipment.
- 8.4 You must keep the Equipment in a suitable place and appropriate conditions for the Equipment, including any necessary electrical power supply. You must also use the Equipment in accordance with the guidelines, instructions or specifications given to you.
- 8.5 If you receive any Equipment new from us 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 any breach of any 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 only, and you have no claim against us for any defects.
- 8.6 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. We may not charge you if we subsequently determine that the malfunction or defect is not caused by or attributable to your act, omission, equipment or systems.
- 8.7 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 Equipment.
- 8.8 Once we notify you, you must grant us access to the Equipment and the software embedded therein as and when we deem necessary or desirable to carry out any Equipment upgrade.
- 8.9 You must not use the Equipment in conjunction with any application, equipment, hardware, software or network other than in the manner that we approve.
- 8.10 You are solely responsible for the Equipment and must not modify or in any way interfere with it, 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. We reserve the right to suspend or terminate your Services if we determine that you have tampered with the Equipment.
- 8.11 You will be solely responsible for the Content and data retrieved, stored or transmitted through the Services and/or the Equipment.
- 8.12 Title and ownership in the Equipment shall reside with us at all times.

9. **Your Responsibilities**

- 9.1 You are responsible for the use of the Services under your account(s) and for any Content disseminated through your account(s).
- 9.2 You must not use or allow any part of the Services to be used:
- 9.2.1 to transmit or post any Content which may be defamatory, offensive, indecent, objectionable or illegal, or which may cause annoyance, harassment, irritation, inconvenience or anxiety to anyone. This includes transmitting or posting junk mail, "spam", chain letters, solicitations (commercial or non-commercial) or distributing mail to any party who has not given permission to be included in the distribution;
- 9.2.2 to transmit or post any Content which may give rise to civil liability or otherwise violate any applicable laws, rules or regulations;

- 9.2.3 to transmit any Content that contains viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programs;
- 9.2.4 to make or attempt any unauthorised access to any part or component of the Services, the Network or any third party systems or networks to which you can connect through the Services directly or otherwise;
- 9.2.5 to disrupt the various networks that are connected to the Services or violate the regulations, policies or procedures of such networks;
- 9.2.6 to collect and/or disseminate information about others or their email addresses without their consent;
- 9.2.7 for any fraudulent, illegal or improper purposes or to violate anybody's rights or in any way which may affect other users' enjoyment of or access to any service or cause annoyance, harassment, irritation, inconvenience or anxiety to anyone;
- 9.2.8 in any manner or for any purpose which may constitute a violation or infringement of the rights of any party including their intellectual property or confidentiality rights; and
- 9.2.9 to be resold or otherwise provided to third parties without our prior written consent, whether for profit or not.

10. **Paying for the Services**

- 10.1 You are liable to pay a recurring subscription Charge for the Services at the prevailing prescribed rate(s). You will be billed in advance for the subscription Charge at monthly intervals or such intervals as we may decide.
- 10.2 Billing and payment disputes that may be raised by you will be treated in accordance with our Business General Terms and Conditions.

11. **Installation and Additional Charges**

- 11.1 You will provide us, our employees and contractors safe access to your Premises (at no Charge) to perform this Agreement (including the installation or collection of the Equipment). You represent and warrant that you are the lawful owner or occupier of such Premises and that you have obtained all necessary consents, licences and permits to allow us, our employees and contractors such access.
- 11.2 During the service call for installation, we are not obliged to provide any services apart from installation of the Services and/or the Equipment.
- 11.3 You are solely responsible for any Service failure due to changes you have requested to the system configurations. You will bear any Charges for rectifying such failure caused by you or any third parties.
- 11.4 You must, if applicable, provide all internal wiring and sockets within the Service Address according to the relevant regulatory authorities' and our specifications and guidelines required for the purposes of the installation of the Services. Where we are requested to provide any such internal wiring or sockets, you must pay us the prevailing Charges imposed by us.
- 11.5 If we are of the opinion that the installation of the Services at the Service Address would result in or cause:
 - 11.5.1 any risk of injury to any person;
 - 11.5.2 the use of equipment which is not commonly used in the installation of the Services;

- 11.5.3 the relocation of any structure, fixture or fitting at the Service Address;
- 11.5.4 costs, expenses or manpower resources which exceed the amount usually required on our part to install the Services; or
- 11.5.5 us to provide any services which are not usual or are outside the scope of our standard installation Services,

we may choose not to install the Services or impose such additional 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 and provision of the Services to you until all such conditions have been fulfilled.

- 11.6 Where you are or your contractor is installing any part of the wiring or cabling required for the provision of the Services, you will ensure that the proper installation of such cables or wiring is completed before the scheduled RFS date. You will ensure that such cable is labelled at both ends to clearly demarcate it as belonging to and under your care.
- 11.7 You will be responsible for the care and maintenance of all our Equipment at your premises.
- 11.8 If you report a fault and either no fault is found or we determine that the fault is not due to our Network, Equipment or installation, then you must (if we require):
 - 11.8.1 pay us a fee for the fault report at our prevailing rate; and
 - 11.8.2 reimburse us for all other costs (including labour and transport charges) incurred by us for attending to your request.

12. **Liability**

- 12.1 The Services (including any installation or support Service) are provided on an "as is" and "as available" basis. You agree that you use the Services or rely on any Content obtained through the Services 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 Services or Content. In addition, we will not be liable for any delay or failure to provide the Services, or any interruption or degradation of the quality of the Services 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 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 any act or omission by you or any person using the Service or Equipment provided to you;
 - 12.1.9 any third party's service, equipment, software, network or facility; and/or

- 12.1.10 any other cause that is beyond our control, including a failure of or defect in any Equipment, the failure of an incoming or outgoing communication, and the inability of communications to be connected, completed, or forwarded.
- 12.2 Specifically, we do not warrant:
- 12.2.1 that the Services, the Software or any equipment (which we provide to you, including the Equipment) will not cause any harm to your applications, equipment, hardware, software, networks or Content;
- 12.2.2 the accuracy, reliability or quality of any Content obtained through the Services or that defects in any Software will be corrected; and/or
- 12.2.3 that the Services and access to them are error-free, secure, uninterrupted, or available at all times.
- 12.3 Except as set out in this Agreement, we expressly exclude all other liability we may have to you, including all liability in contract, tort, negligence, misrepresentation, strict liability or statute. This exclusion applies for our benefit and that of the Service Providers whose networks are connected to each other or to the Network, all companies, directly or indirectly owned, wholly or partly owned or controlled by us or any of these parties, and all their officers, employees, contractors and agents or anyone else to whom we or these parties are responsible ("**the Relevant Parties**") and whether it relates to anything caused by or resulting from anything we and/or any of the Relevant Parties do or omit or delay in doing (even if done, omitted or delayed fraudulently, wilfully, recklessly, maliciously or negligently), whether or not it is contemplated or authorised by any agreement you have with us.
- 12.4 Neither we nor any of the Relevant Parties is liable for any special, incidental, indirect, consequential or punitive damages, losses, costs or expenses, or any loss of profits, revenue, business and/or anticipated savings, even if caused fraudulently, wilfully, recklessly, maliciously or negligently.
- 12.5 If any of the exclusions set out in this paragraph 12 does not apply, our liability will not exceed the lower of (i) your preceding month's Charges applicable to the Services in question or (ii) S\$5,000/- for any event or for any series of connected events. Further, our aggregate liability in any 12-month period will not exceed the lower of (a) your preceding 12-months' Charges applicable to the Services in question or (b) S\$10,000/-.
- 12.6 The exclusions of liability above do not apply to any liability for death or personal injury resulting from our negligence or to any liability which cannot be lawfully excluded or restricted under the Unfair Contract Terms Act (Cap. 396).
- 12.7 The relevant Affiliate and/or Service Provider providing the Services or carrying out the actions set out in this Agreement shall be responsible for its acts or omissions.
13. **Resale and Relocation**
- 13.1 The Services are provided to you solely for your own business use. You must not resell or transfer the Services or the Equipment (which we lease or rent to you) to third parties without our prior written consent, whether or not for profit or otherwise. We reserve the right to immediately suspend or terminate your Services if we determine, in our absolute discretion, that you use the Services for any of the aforementioned or similar activities.
- 13.2 If you wish to relocate the Services to a new location ("**New Location**"), the following terms will apply:
- 13.2.1 You must inform us to proceed with a survey of the New Location to enable us to evaluate the feasibility of activating the Services to the New Location and you must pay our prevailing Charges for the site survey ("**Site Survey Fee**").

- 13.2.2 We may accept or reject any application for the Services to a New Location without giving reasons. We may consider these criteria in our determination:
- 13.2.2.1 the New Location has previously been assessed by us as not being a feasible site for installation or operation of the Services; and/or
 - 13.2.2.2 you have been given quotes for several Service requests, but have not asked us to proceed to install the Services arising from such quotes.
- 13.2.3 You will secure for our personnel or our authorised representatives all New Location access and usage rights required for us to carry out the survey and the provisioning of the Services.
- 13.2.4 If, after conducting a site survey, we determine (in our absolute discretion) that it is feasible to install and operate the Services at the New Location, then we will inform you of:
- 13.2.4.1 the additional costs ("**One-Time Customisation Charges**"), if any, that would be incurred in relocating the Services to the New Location;
 - 13.2.4.2 an estimated time frame required for the relocation of the Services to the New Location; and
 - 13.2.4.3 the monthly recurring Charges and one-time installation Charges for the Services at the New Location,
- (together, the "**Quote for Relocation**").
- 13.2.5 You must either accept or decline the Quote for Relocation within the quote's validity period.
- 13.2.5.1 If you accept the Quote for Relocation, the Site Survey Fee will be credited to you against the Charges payable by you for the Services.
 - 13.2.5.2 If you do not accept the Quote for Relocation, you must inform us and your application for the relocation will be considered null and void, and the Services will continue to be provided at the current location. For the avoidance of doubt, in this instance, you will remain liable for, and not be entitled to any refund of, the Site Survey Fee.
- 13.2.6 You agree that no right, title or proprietary interest in the resources to or at the New Location (for example, equipment, fibres or ducts built) will be vested in you. If you cancel the Services at the New Location after accepting the Quote for Relocation and we have proceeded with the provisioning of the Services to the New Location, we reserve the right to recover all associated resources to or at the New Location with no rebate on the One-Time Customisation Charges. Further, this will be deemed an early termination of the Services and you will be liable to pay the Installation Charge, Early Termination Charges and Third Party Charges.
- 13.2.7 We will not be liable in any way to you for any loss, damage or liability incurred or sustained by you which is caused by or arising as a result of:
- 13.2.7.1 the rejection of any application for relocation; and/or
 - 13.2.7.2 our determination that the New Location is not feasible for installation or operation of the Services.

14. Ending and Suspending the Services

- 14.1 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 14, this Agreement or the Services hereunder may be terminated by either party giving at least 30 days' written notice to the other party.
- 14.2 If you give us notice that ends during the applicable Minimum Period of Service you must immediately pay us the Early Termination Charges and the Third Party Charges.
- 14.3 If the Services or this Agreement are/is terminated pursuant to paragraph 8.10 above, or paragraph 14.4 or 14.5 below, you will compensate us for any damages or losses we may suffer because of the termination. In addition, if such termination occurs during the applicable Minimum Period of Service, you have to pay us the sums referred to in paragraph 14.2 above.
- 14.4 In the event of any of the following:
- 14.4.1 you breach any of the terms and conditions of this Agreement or any other agreement you have with us;
 - 14.4.2 you become or are likely to become bankrupt or insolvent, or die;
 - 14.4.3 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;
 - 14.4.4 the equivalent of any of the events referred to in paragraph 14.4.2 and 14.4.3 above under the laws of any relevant jurisdiction occurs to you;
 - 14.4.5 you provide incorrect, false, inaccurate or incomplete information to us;
 - 14.4.6 the requirements of any relevant regulatory authority result in us having to stop providing the Services or to provide the Services in a manner which is unacceptable to us;
 - 14.4.7 we believe 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 the Services, or defraud us, or are likely to create imminent harm or harass or are abusive to our personnel; or
 - 14.4.8 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 cessation or failure to deliver by a third party supplier) we are unable to provide the Services,
- we may suspend or terminate all or any part of the Services or terminate this Agreement with 7 working days' notice (for paragraphs 14.4.1 and 14.4.5 above) or with immediate effect (for paragraphs 14.4.2, 14.4.3, 14.4.4, 14.4.6, 14.4.7 and 14.4.8 above) in each case without compensation to you and without prejudice to our rights to damages for any antecedent breach by you of this Agreement. You may immediately contact our business helpdesk or our account manager 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 If we suspect that you are using or allowing the Services to be used for fraud, misconduct or any other illegal or improper purpose, we will refer this to the relevant authorities and comply with directions or guidelines issued by them without notice or reference to you.

- 14.6 If and when you make good any breach or default, we may restore any suspended or terminated Services after you have paid for any reinstallation, restoration or re-connection Charges and reimbursed us for our reasonable costs in suspending or terminating the Services.
- 14.7 If the Services are terminated:
- 14.7.1 all sums due, accruing due or payable to us in respect of the Services and if applicable, the Equipment, 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 Equipment) purchased from us; and
- 14.7.2 you must immediately return to us all Equipment 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 Equipment which you have failed to return to us; and/or (ii) at our standard prescribed rates for acquiring a replacement for any Equipment which is returned to us in a damaged or defective condition.
- 14.8 In addition to paragraph 14.6 above, we reserve the right to charge you our prevailing reactivation Charges for restoring any suspended or terminated Services. Restoration of any Services is subject to our absolute discretion.
- 14.9 The termination of this Agreement will not affect any accrued rights or remedies of either party against the other party.
15. **Special Terms applicable to Ethernet Leased Line Business only**
- 15.1 Fair Usage Policy
- 15.1.1 We shall charge you additional charges (in addition to the monthly recurring Charges) in the event your peak utilisation of the Services reaches 90% of your doubled subscribed bandwidth for more than 15 days in a calendar month.
- 15.1.2 The calculation of additional charges is as follows:
- 15.1.3 $\text{Additional Charges} = \text{No. of days in excess of 15 days where 90\% of doubled subscribed bandwidth is reached} \times \text{Monthly recurring charge of your subscribed plan} / \text{No. of days in the calendar month.}$
16. **Other Legal Matters**
- 16.1 **Indemnity**
- 16.1.1 You must indemnify us, our Affiliates, employees, directors, agents and suppliers against all claims, damages, losses and liabilities resulting from your use of the Services, your negligence, omission, act or breach of this Agreement.
- 16.2 **Changes to this Agreement**
- 16.2.1 We may from time to time change any of these Terms & Conditions and/or any other applicable terms and conditions for the Services you subscribe for. We may also from time to time withdraw, suspend, or change any of the Services. We will try, where we reasonably can, to give you advance notice of such changes, and we will notify you of such changes in writing or via our website, or such other form as we may decide. The display of the revised terms and conditions on our website will constitute notice of the changes and your continued use of the Services will be taken as acceptance thereof.
- 16.3 **Matters beyond our Control**

- 16.3.1 We will not be liable for any delay or failure in performance under this Agreement resulting from matters beyond our control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, lightning, equipment failure, cyber-attacks (including any type of offensive manoeuvre that targets computer information systems, infrastructure, computer networks or personal computer devices), computer software or software malfunction (including due to malicious software programmes), interception of online communication, identity theft, electrical power failure, faults, interruption or disruption of the Network or the networks of other Service Providers or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees), epidemics of infectious diseases or acts of terrorism.
- 16.3.2 In addition:
- 16.3.2.1 we will not be liable for any delay or failure in performance under this Agreement resulting from any delay or failure of any third party (including any supplier) to deliver or provide any facilities, infrastructure, equipment or services to us; and
- 16.3.2.2 the Services may occasionally be affected by interference caused by objects beyond our control such as buildings, underpasses and weather conditions. When this happens, we will not be responsible for any interruption or disruption of the Services or if you cannot access or use the Services.

16.4 Meanings

This paragraph 16.4 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

- 16.4.1 **"DP"** shall have the meaning set out in paragraph 2.7.
- 16.4.2 **"Early Termination Charges"** means the aggregate of the monthly recurring charges for the remainder of the unfulfilled Minimum Period of Service.
- 16.4.3 **"Equipment"** means any equipment (including any router) which we may provide to you in connection with the provision of the Services.
- 16.4.4 **"Installation Charges"** shall have the meaning set out in paragraph 2.6.
- 16.4.5 **"NGN"** refers to the next generation national info-communication infrastructure provided by a third party.
- 16.4.6 **"One-Time Customisation Charges"** shall have the meaning set out in paragraph 2.10.4.1.
- 16.4.7 **"Premises"** means the property bearing the Service Address which is connected to the Network.
- 16.4.8 **"Quote for the Remote Location Service"** shall have the meaning set out in paragraph 2.10.4.
- 16.4.9 **"Remote Location"** shall have the meaning set out in paragraph 2.10.
- 16.4.10 **"RFS"** shall have the meaning set out in paragraph 2.2.

- 16.4.11 "**Service Address**" refers to the address of the Premises at which we agree to provide the Services to you. Where the Services are connected through NGN, the address must be registered as a correct, existing and valid unit address within the Premises and cannot be an open area or space within the Premises.
- 16.4.12 "**Services**" refers to Ethernet Leased Line, Low Latency Ethernet Leased Line and Ethernet Leased Line Business which means the local leased circuit with both its originating and terminating ends located locally and where relevant, any value-added Services as may be provided by StarHub Ltd (Reg. No. 199802208C) from time to time. Where the Services are connected through NGN, certain third party's terms and conditions may apply in addition to these terms and conditions and such third party's terms and conditions shall supersede these terms and conditions.
- 16.4.13 "**Site Survey Fee**" shall have the meaning set out in paragraph 2.10.1.
- 16.4.14 "**the Relevant Parties**" shall have the meaning set out in paragraph 12.3.
- 16.4.15 "**Third Party Charges**" means any and all amounts that may be imposed on us by any third party arising from and/or in connection with the early termination of the Services and/or this Agreement.