

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS

IPTV SERVICE

These are our Service Specific Terms & Conditions for IPTV Service 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.

I. How you may be Eligible for the Service

I.1 In order to subscribe to the Service, you must:

I.1.1 be a business or corporate entity; and

I.1.2 not have, at the time of application of the Service, any outstanding accounts with us that are due and owing to us.

I.2 Unless otherwise permitted by us in writing, the Service is only available:

I.2.1 to commercial customers for commercial use; and

I.2.2 at commercial Premises.

I.3 Subject to paragraphs 1.4 to 1.7 below, the Service shall be delivered via fibre broadband network, provided that the Premises must first be connected to the Network. In addition, the Service is only available at such Premises.

I.4 You acknowledge and agree that availability of the Service is subject to:

I.4.1 availability of resources, including availability of a suitable network infrastructure at the time at which the Service is requested or delivered; and

I.4.2 geographical coverage and technical capacity of our Network and of our delivery systems at the time at which the Service is requested or delivered.

I.5 Where the Service is delivered via IPTV:

I.5.1 you must procure, install and maintain all facilities and equipment (including the antennae, wiring and cable points) which are necessary or desirable for the reception of the programming signals;

I.5.2 you must procure and maintain all consents, licences, permits and/or rights which are necessary or desirable for the installation and maintenance of such facilities and equipment, and the reception of the programming signals;

I.5.3 you must liaise with and procure the relevant management corporation or building/apartment block owner to procure, install and/or maintain the facilities, equipment consents, licences, permits and/or rights referred to in paragraphs 1.5.1 and 1.5.2 above. We will not be responsible for the quality of the programming signals received through such facilities and equipment. We will only be responsible for the quality of the programming signals transmitted up to the point of pick-up or reception of such signals by the antenna located at the Premises. In addition, we will not be responsible for any Service failure, interruption or performance degradation arising from any failure to procure, install and/or maintain such facilities and equipment, and/or such facilities and equipment themselves.

I.6 You must, at all times, provide us with such information as may be necessary or desirable for us to provide you with the Service.

1.7 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 our post-paid Service is 6 continuous months or such other period as may be agreed by us and stated in the application form) from the commencement date as determined in accordance with paragraph 3.1 below. Upon expiry of the initial Minimum Period of Service, the Service will be renewed automatically on a monthly basis.

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.

3. Duration of Service

3.1 The Service under this Agreement will commence on:

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

3.1.2 the date of sign up for the Service and collection of the Equipment, if you self-install the Equipment; or

3.1.3 such other date as may be stated in the application form that we have accepted or our work order or otherwise approved by us in writing.

3.2 If you cancel your application for the Service before the commencement of the Service, you shall pay us our prevailing cancellation Charges.

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

4. Scope of the Service

4.1 We will provide the Service to you at the Service Address according to the particulars set out in the relevant application form, service agreement or work order (that we provide to you), unless this Agreement is terminated in accordance with the provisions of this Agreement.

4.2 Unless otherwise permitted by us in writing, you may receive and use the Service at the Service Address only. You must not permit the splitting of signal from the Service either within or outside the Premises. You must not exhibit in public or collect any fees for the exhibition of the Content in the Service. Unless otherwise permitted by us in writing, the Service is supplied to commercial properties exclusively. Where an agent enters into a Service agreement (including a management corporation for and on behalf of subsidiary proprietors, or an employer for and on behalf of employees), the agent warrants that the supply is to commercial properties only.

4.3 You may request us to change, from time to time, the Service particulars set out in the relevant service agreement or work order (that we provide to you), 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 Service particulars will be amended accordingly. For the avoidance of doubt, you will continue to be liable for the payment of such revised subscription Charges.

5. System Requirements and Using the Service

5.1 You are responsible for ensuring your equipment and systems connected to the Network 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 Equipment, the Service and the Network. 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 applications, equipment and systems are not supported by the Service.

- 5.2 You must exhibit the channels or programmes received as part of the Service in their entirety without any interruptions including all titles, credits, logos and copyright notices. You will not, for any purpose whatsoever, alter, reproduce, edit, supplement, omit or circumvent any channel or programme received as part of the Service, including the insertion of crawlers or advertisements immediately before, during or after the exhibition or broadcast of the channel or programme.
- 5.3 We may, at any time and without any notice to you, temporarily suspend the Service for operational reasons such as repair, maintenance, upgrade or improvement of the Service or because of an emergency. We will restore the Service as soon as reasonably practicable. We may also modify the Service in order to keep pace with the prevailing demands and technological developments, at our discretion and without any notice to you. We will not be liable to you or any third party under this paragraph 5.3.
- 5.4 The use of the Service is subject to any instructions, notices and directions as we may determine from time to time.
- 5.5 You shall provide access, space, power feed and such reasonable assistance as we may require, without charge, to carry out any site survey, to provision any activities relating to the Service, to undertake the Works, operate and from time to time maintain the Network, including to test for and repair fault or signal leakage. Where circumstances permit, we will give you reasonable advance notice of required access.
- 5.6 You agree to provide access, space, licence, right of way and easements on or through the Premises as we may reasonably require, without charge, for the purposes of installing, inspecting or maintaining such equipment as may be required to provide the service to other properties.

6. Network Maintenance

- 6.1 Only we shall be entitled to maintain the Network. Unless we otherwise stipulate, you will be required to pay the standard annual Network maintenance fee as may be prescribed by us from time to time.
- 6.2 We reserve the right to charge you at our standard prescribed rate for responding to a request to remedy a fault in the Network if it is subsequently ascertained by us that the fault is caused by you or your equipment or systems.
- 6.3 Subject to the terms and conditions of this Agreement, we will connect the Premises to the Network and provide such services and/or equipment as may be specified and more particularly described in the application form that forms part of this Agreement. You will use and access all such services and equipment in accordance with our applicable terms and conditions.
- 6.4 Ownership of the Network shall remain vested in us at all times, notwithstanding that parts of the Network may be located on your Premises as fixtures or otherwise or the connection of any equipment or cables by you to the Network.

7. Deposit

- 7.1 We may require you to place a deposit as security for the performance of your obligations to us. We may also require the amount of the deposit to be increased from time to time, before we provide or continue to provide any Services to you. This deposit is separate from your payment of the Charges and you may not require us to offset it against your outstanding Charges. However, we may apply some or all of the deposit to offset any outstanding amounts you owe us.
- 7.2 If there is any amount of your deposit remaining when the Service is terminated and all other amounts payable by you have been paid, we will refund the balance to you without interest.

7.3 The deposit does not affect our other rights against you, including the right to terminate any Service if you do not make payments when due.

8. Paying for the Service

8.1 You are liable to pay for the Service or the Equipment at such Charge(s) as we may determine from time to time.

8.2 For our post-paid Service, you will be billed in advance for the subscription Charge at monthly intervals or such intervals as we may decide, unless you elect to prepay the subscription fees. You will be subject to a standard late payment interest or fee as decided by us from time to time if payment is not received by us by the relevant due date. Late interest is currently at 1.5% per month from the date the unpaid amount was due and payable, calculated on a daily basis.

8.3 You may pay through GIRO, cheque, credit card, cash or online payment portals. For our post-paid Service, any change in the method of payment will only be effected from the next billing cycle onwards.

8.4 Billing and payment disputes that may be raised by you will be treated in accordance with our Business General Terms & Conditions.

9. Equipment

9.1 In order to access the Service, you must acquire such Equipment as may be determined by us. You may acquire the Equipment by renting it from us. If you wish to subscribe to our post-paid digital Service, you must rent the digital set-top box and (if we deem necessary) head-end equipment from us. You must pay us our prescribed Charge(s) for the rental.

9.2 If you rent the Equipment from us, the Equipment will remain our property at all times. You must not allow any person to modify such Equipment without our prior written consent.

9.3 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 and maintain the Equipment in good working condition (fair wear and tear excepted) in accordance with the guidelines, instructions or specifications given to you.

9.4 You must ensure that the Equipment shall at all times remain in your custody at the Service Address and be used only to receive the Service.

9.5 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 Service if we determine that you have tampered with the Equipment.

9.6 We reserve the right to charge you at our standard rates for responding to a service call or request to change or 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.

9.7 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 or upgrade of the Equipment.

9.8 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.

10. Content and Your Responsibilities

- 10.1 You are responsible for the use of the Service under your account(s) and for any Content disseminated through your account(s).
- 10.2 You must not use or allow any part of the Service to be used:
- 10.2.1 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;
 - 10.2.2 to transmit or post any Content which may give rise to civil liability or otherwise violate any applicable laws, rules or regulations;
 - 10.2.3 to transmit any Content that contains viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programs;
 - 10.2.4 to make or attempt any unauthorised access to any part or component of the Service, the Network or any third party systems or networks to which you can connect through the Service directly or otherwise;
 - 10.2.5 to disrupt the various networks that are connected to the Service or violate the regulations, policies or procedures of such networks;
 - 10.2.6 to collect and/or disseminate information about others or their email addresses without their consent;
 - 10.2.7 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;
 - 10.2.8 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;
 - 10.2.9 to be resold or otherwise provided to third parties without our prior written consent, whether for profit or not;
 - 10.2.10 to transmit any Content received under the Service to any personal computer, laptop, mobile phone or other similar device(s) unless otherwise permitted by us; and
 - 10.2.11 to transmit any Content received under the Service outside the geographic boundaries of Singapore unless otherwise permitted by us.
- 10.3 You acknowledge and agree that through your use of the Service, you may encounter Content which may be deemed offensive, indecent, or objectionable, which Content may or may not be identified as such. You agree to use the Service at your sole risk and that we will not have any liability to you for Content that you may have access to, including Content that you may find offensive, indecent, or objectionable.
- 10.4 You acknowledge and agree that Content accessed through the Service may be altered with technology and/or rules which protect digital information from access and we may limit or restrict your usage of Content to certain usage rules as may be determined by us and our licensors (the "**Usage Rules**"). You agree to comply with the Usage Rules. The Usage Rules may be controlled and monitored by us for compliance purposes, and we reserve the right to enforce the Usage Rules with or without notice to you.

11. Installation

- 11.1 Where you request for installation of the Equipment or where collection of the Equipment is required, you will provide us, our employees and contractors safe access to your Premises 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 to provide such installation and/or collection.
- 11.2 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.
- 11.3 Standard Charges will be chargeable for installation of the Equipment and any cable-points at your Premises and collection of the Equipment.

12. No Unauthorised Acts

- 12.1 You shall not undertake or howsoever permit any Unauthorised Acts and shall notify us as soon as you are aware of any Unauthorised Acts. You shall fully defend, indemnify and hold us and our related corporations (including our and our related corporations respective employees, representatives, agents and officers), harmless from and against any and all liability (including costs or damages) each or all of the foregoing may incur or suffer in relation to Unauthorised Acts committed on the Premises resulting from your acts or omissions or arising from the use of the Network by you.
- 12.2 You shall ensure that none of your equipment and systems connected to the Network shall cause or be intended to be used for an Unauthorised Act.

13. Removal/Relocation of Network

- 13.1 You will not remove or relocate, or permit any third party to remove or relocate, any part of the Network (including any equipment belonging to us that is connected to the Network) from the Premises without giving us at least 6 months' prior written notice and obtaining our prior written consent. This is even where the Premises have been disconnected from the Network or this Agreement has been terminated. We shall be entitled to impose our standard prescribed Charges for undertaking any removal or relocation of the Network, including signal diversion costs.

14. Liability

- 14.1 The Service (including any installation or support Service if applicable) is provided on an "as is" and "as available" basis. You agree that you use the Service or rely on any Content at your sole risk. To the fullest extent allowed by the law, we do not give any assurances, guarantees, or warranties (including any warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement), either express or implied, in relation to such Service or Content. No advice or information, whether oral or written, obtained by you from us or through the Service will create any warranty that is not expressly given in this Agreement.
- 14.2 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 for any failure in the Network or in the provision of the Works, or for any form of cost, expense, loss or damage (even if such cost, expense, loss or damage was caused fraudulently, wilfully, recklessly, maliciously or negligently) howsoever suffered or incurred by you arising from the use of or connection to the Network or the Works or in the non-provision of the Works or the Network connection, including any failure to connect, leakage or loss of information or data and loss of profits, revenues, business or anticipated savings. 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 to do 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.

- 14.3 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.
- 14.4 If any of the exclusions set out in this paragraph 14 does not apply, our aggregate liability for damages, losses, costs or expenses suffered or incurred by you and anyone else (whether in contract, tort, negligence, misrepresentation, strict liability or statute or otherwise) in any 12-month period will not exceed the lower of (i) the Charges paid during that period; (ii) the rebate granted to you during that period; or (iii) our payment (to the relevant provider) of the annual Network maintenance fees in respect of your Services during that period.
- 14.5 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).
- 14.6 If you are dissatisfied with the Service or with the Content, products or services available on or through the Service or with any of the terms and conditions of this Agreement, your sole and exclusive remedy is to discontinue accessing and using the Service or terminate the Service according to this Agreement (early termination Charges may apply).

15. Resale

- 15.1 The Services are provided to you solely for your own business use. You must not resell, transfer or otherwise provide the Services or the Equipment (which we lease or rent to you) 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 you use the Service for any of the aforementioned or similar activities.

16. Ending and Suspending the Service

- 16.1 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 16, this Agreement or the Service hereunder may be terminated by either party giving at least 1 month's written notice to the other party unless otherwise mutually agreed in writing.
- 16.2 If you give us notice that ends during the applicable Minimum Period of Service, you must immediately pay us an early termination Charge equivalent to the aggregate of the monthly recurring Charges for the remainder of the unfulfilled Minimum Period of Service.
- 16.3 If the Service or this Agreement is terminated pursuant to paragraph 9.5 above, paragraph 16.4 or 16.5 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 16.2 above.
- 16.4 In the event of any of the following:
- 16.4.1 you breach any of the terms and conditions of this Agreement or any other agreement you have with us;
 - 16.4.2 you breach the terms of use of the Service;
 - 16.4.3 you become or are likely to become bankrupt or insolvent, or die;

- 16.4.4 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;
- 16.4.5 the equivalent of any of the events referred to in paragraphs 16.4.3 and 16.4.4 above under the laws of any relevant jurisdiction occurs to you;
- 16.4.6 you provide incorrect, false, inaccurate or incomplete information to us;
- 16.4.7 the requirements of any relevant regulatory authority result in us having to stop providing the Service or the Network connection, or to provide the Service or the Network connection in a manner which is unacceptable to us;
- 16.4.8 we believe you are likely to create imminent harm (such as interruption, disruption, congestion, signal leakage or any Unauthorised Act) to our Network or any third party's networks or systems or our provision of the Service, or to defraud us, or are likely to create imminent harm or harass or are abusive to our personnel;
- 16.4.9 the Premises or the building within which the Premises is located is or has been disconnected from the Network for any reason whatsoever; and/or
- 16.4.10 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 Service or the Network connection,

we may suspend or terminate all or any part of the Service or terminate this Agreement with 7 working days' notice (for paragraphs 16.4.1, 16.4.6 and 16.4.9 above) or with immediate effect (for paragraphs 16.4.2, 16.4.3, 16.4.4, 16.4.5, 16.4.7, 16.4.8 and 16.4.10 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.

- 16.5 If we suspect that you are using or allowing the Service/Network 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.
- 16.6 If and when you make good any breach or default, we may restore any suspended or terminated Service and/or Network 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 and/or Network.
- 16.7 If the Service/Network is terminated:
 - 16.7.1 all sums due, accruing due or payable to us in respect of the Service and Network 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;
 - 16.7.2 you must immediately return to us all Equipment which we have provided to you in respect of that Service and Network, 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; and
 - 16.7.3 the deposit will be refunded to you according to paragraph 7 above.

16.8 In addition to paragraph 16.6 above, we reserve the right to charge you our prevailing reactivation Charges for restoring any suspended or terminated Service and/or Network. Restoration of any Service and/or Network is subject to our absolute discretion.

16.9 The termination of this Agreement will not affect any accrued rights or remedies of either party against the other party.

17. Other Legal Matters

17.1 Indemnity

You must indemnify us, including our Affiliates, employees, directors and agents, in full against all claims, damages, losses, liabilities, costs, demands and actions resulting from your use of the Network and/or Service, your negligence, omission, act or breach of this Agreement.

17.2 Proprietary Rights

17.2.1 All Content contained in sponsor advertisements or presented to you through the Service by us, our advertisers, content or applications providers or other third parties, are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You agree that you are only permitted to use such Content as expressly authorised by us, the advertiser, the provider or third party in question.

17.2.2 You are not permitted to copy, reproduce, distribute, or create derivative works from Content referred to in paragraph 17.2.1 without written authorisation from us, the advertiser, the provider or third party in question.

17.3 Transferring this Agreement

You may not assign, novate or transfer any of your rights and/or obligations under this Agreement without our prior written consent. We may assign, novate and/or transfer all or part of our rights and/or obligations under this Agreement to any party and will give you notice of this.

17.4 Changes to this Agreement

17.4.1 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 the Service and/or Network or any part thereof. Such changes will take effect from such date as we may determine. We will notify you of such changes through written notice, electronic mail, by posting on our website at www.starhub.com, 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 Service will be taken as acceptance thereof.

17.4.2 We reserve the right to upgrade or make any changes to any part of the Network without notification to you. We do not guarantee that any part of your equipment or system shall be compatible with the upgraded or changed Network. We will, to the extent permitted by circumstances, take such measures as will minimise any inconvenience to you.

17.4.3 In addition to paragraph 17.4.1 above, we may change the Service by amending, substituting or withdrawing any channel, programme or channels' grouping or package in such manner as we may determine at our absolute discretion. We may also revise the Charges for the Service from time to time.

17.4.4 For promotional offers of the Service, special terms and conditions may apply.

17.5 Matters beyond our Control

17.5.1 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.

17.5.2 In addition, the Service 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 Service or if you cannot access or use the Service.

17.6 Communications

Notices or bills to you under this Agreement will be deemed to be given if sent by post or email to your contact details in our records. If there is any change in these details, you must inform us immediately in writing.

17.7 No Waiver

17.7.1 If we do not, or if we delay the exercise or enforcement of any of our rights under this Agreement, we will not be considered to have waived our rights, and our rights to fully exercise and enforce all our rights under this Agreement will not be affected.

17.7.2 Any waiver shall be in writing and signed by the waiving party. Where the waiver is given by us, it should also be copied to StarHub General Counsel.

17.8 Entire Agreement

17.8.1 This Agreement contains the whole agreement between you and us with respect to the Service you subscribe for and there are no other agreements, understandings, promises, conditions or terms, oral or written, express or implied, including those you may issue, which govern the provision by us of the Service.

17.8.2 The provisions in this Agreement are in addition and without prejudice to any other rights that we may have over the Network or its use, whether granted by statute or otherwise.

17.9 Rights of Third Parties under this Agreement

17.9.1 Save for our Affiliates, third parties cannot enforce this Agreement under the Contracts (Rights of Third Parties) Act (Cap. 53B), and the consent of any third party and/or our Affiliates is not required for our variation, rescission or termination of this Agreement.

17.10 Meanings

This paragraph 17.10 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

- 17.10.1 **"Charges"** means all activation, connection, disconnection, reconnection, subscription, installation, service call and administrative charges and other fees and charges to be paid by you for or relating to the Service 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.
- 17.10.2 **"Equipment"** means the set-top box (IPTV set-top box), head-end equipment, remote control and related accessories provided by us under this Agreement and which you use to obtain or access the Services.
- 17.10.3 **"HD"** means high definition format.
- 17.10.4 **"Network"** means all networks owned, maintained or operated by, leased to and/or licensed to us (including our nation-wide broadband network based on the optical fibre design which includes the fibre termination box in or serving the Premises) through which we provide the Service to you.
- 17.10.5 **"IPTV"** means Internet Protocol Television pay TV service.
- 17.10.6 **"Premises"** means the property or individual unit (in a multi-unit or multi-storey building/apartment block) bearing the Service Address, which is owned or occupied by you and connected to the Network.
- 17.10.7 **"Service"** means IPTV and any other services or products (including the cabling, construction and connection service) in order that you may access IPTV content which we provide to you through the Network
- 17.10.8 **"Service Address"** refers to the address of the Premises at which we agree to provide the Service.
- 17.10.9 **"Unauthorised Acts"** refers to any tampering, modification, removal, destruction and/or damage of or to the Network, unauthorised connection to the Network, including such connections that cause interruption, disruption, congestion in and to the Network or any third party's networks or systems, or use of the Network for a purpose other than that of reception of the Service according to the applicable terms governing the use of the Service.
- 17.10.10 **"Works"** means all works (including road surface opening, digging, cabling, installation of equipment and/or such works as may be specified by us or otherwise) to be performed by us for the purpose of enabling the Premises to be connected to the Network.
- 17.10.11 **"you"** or **"your"** means the person or entity who uses or intends to use the Network (including his/her/their successors and permitted assigns) and anyone appearing to us to be acting with that person's or entity's authority or permission.