

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS
MICROSOFT® OFFICE 365

These are our Service Specific Terms & Conditions for Microsoft® Office 365 products, services and/or Software, 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. Minimum Period of Service

- 1.1 The initial Minimum Period of Service for each of the Services is 24 continuous months (or such other period as may be agreed by us and stated in the application form or in a formal written agreement between us) from the commencement date. Upon the expiry of the initial Minimum Period of Service, the Services will be renewed automatically for successive periods of 12 consecutive months each (based on the same terms and conditions except for Charges, which shall be based on our then prevailing/current Charges for the Services), unless either party gives the other party at least 60 days' written notice of termination prior to the expiry of the then current period.
- 1.2 If there is any conflict or inconsistency between the terms and conditions in the formal written agreement and the terms and conditions in the application form, the former shall prevail.
- 1.3 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.
- 1.4 If we agree to any changes to the Services as requested by you (including any upgrade to 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.

2. Scope of the Services

- 2.1 We will provide the Services to you according to the particulars set out in the application form. We shall not be responsible if any of the particulars provided by you in the application form is incorrect, false and/or incomplete.
- 2.2 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.
- 2.3 The Services are dependent on your internet connectivity, which may or may not be provided by us. You shall be solely responsible at your own cost and expense to procure and maintain the necessary internet connectivity. You shall be solely responsible for paying your internet access provider in addition to the Charges incurred for the Services. You shall be solely responsible for all access-related Charges. We will not reimburse you for such Charges.
- 2.4 In addition, we shall not be responsible for your internet connectivity. We shall not be responsible for providing any support, whether technical or otherwise, to any third party service or Network/networks which is/are connected to or used in conjunction with any part of the Services.
- 2.5 You acknowledge and agree that availability of the Services is subject to:
 - 2.5.1 availability of resources, including network availability and our area of coverage at the time at which the Services are requested or delivered; and
 - 2.5.2 provisioning time for the Services. Such provisioning time will be determined or changed by us in our discretion without liability to you.

3. **Minimum Requirements and Using the Services**

- 3.1 In order to use the Services, you must meet certain minimum requirements (including the operating environment and operating system software) as notified by us from time to time.
- 3.2 When using the Services, you must comply with all the terms and conditions of this Agreement, all applicable laws and policies and codes of conduct.
- 3.3 By using the Services, you shall be deemed to have accepted all the terms and conditions of this Agreement.
- 3.4 You acknowledge and agree that this is a third party service (namely, Microsoft's) and you agree to abide by all Microsoft's prevailing and applicable policies, including Microsoft's anti-spam policy and code of conduct and the Microsoft Customer Agreement (including any amendments and any successor agreements).
- 3.5 You must not use the Services to harm others or the Services. For example, you must not use the Services to harm, threaten, or harass another person, organisation, or Microsoft. You must not damage, disable, overburden, or impair the Services (or any network connected to the Services), resell or redistribute the Services or any part of it, use any unauthorised means to modify, reroute, or gain access to the Services or attempt to carry out these activities, or use any automated process or service (such as a bot, a spider, periodic caching of information stored by Microsoft, or meta searching) to access or use the Services. You may be able to access third-party websites or services through the Services. However, you acknowledge that we are not responsible for such websites or services or content that may be available through such access.
- 3.6 We may provide you with credentials to use with the Services. You are solely responsible for your dealings with third parties (including advertisers) who use the network, including for the delivery of and payment for goods. When you use the Services to gain access to any website, the terms and conditions for that website, if different from this Agreement, may also apply to your use of that website.
- 3.7 You represent and warrant that you have all the necessary rights to any and all data, software programs or services that you use in connection with the Services and that such activities do not infringe the intellectual property or other proprietary rights of any third party.
- 3.8 You agree to access or use the Services (a) without violating the rights of any third party or subjecting us to any other obligations to you or any third party; and (b) solely in a manner that complies with all applicable laws and regulations.

4. **Your Service account, associated accounts, and accounts from third parties**

- 4.1 Only you may use your Service account. You must keep your accounts and passwords confidential and not authorise any third party to access or use the Services on your behalf, unless we provide an approved mechanism for that. You must contact us immediately if you suspect misuse of your accounts or any security breach in the Services. For some parts of the Services, you may be able to set up additional accounts that are dependent on your account ("**associated accounts**"). You are solely responsible for all activity that takes place with your Service account and any associated accounts.
- 4.2 If you use an associated account, you acknowledge that the holder of the Service account has full control over your associated account. If a third party such as an internet service provider, employer, or school provided you with your Service account, that party has all rights to your Service account and may manage your Service account, reset your password or suspend or cancel your Service account, view your Service account's usage and profile data, including how and when your Service account is used, and read or store content in your Service account, including electronic communications, contact lists, and other information.

5. **Your Content**

- 5.1 Except for material that we license to you, we do not claim ownership of the Content you provide on or through the Services. Your Content remains your own content. We also do not control, verify, or endorse the content that you or others make available on the Services.
- 5.2 You control who may access your Content. If you share Content in public areas of the Services or in shared areas available to others you have chosen, then you agree that anyone you have shared Content with may use that Content. When you give others access to your Content on the Services, you grant them a free, non-exclusive permission to use, reproduce, distribute, display, transmit, and communicate to the public the Content solely in connection with the Services and other products and services made available by us. If you do not want others to have those rights, please do not use the Services to share your Content.
- 5.3 You understand that we may require, and you hereby grant us the right, to use, modify, adapt, reproduce, distribute, and display Content posted on the Services to the extent necessary for us to provide the Services. For example, we may require the right to use, modify, adapt, reproduce, distribute and display Content posted on the Services in order to carry out any maintenance, repair, upgrading or improvement works, or to provide any support, whether technical or otherwise, to you.
- 5.4 Please respect the rights of artists, inventors, and creators. Content may be protected by copyright. People appearing in Content may have a right to control the use of their image. If you share Content on the Services in a way that infringes others' copyrights, other intellectual property rights or privacy rights, you may be in breach of this Agreement. You represent and warrant that you have all the rights necessary for you to grant the rights referred to in this paragraph 5 and the use of the Content does not violate any law or rights of any other party. We will not pay you for your Content. We may refuse to publish your Content at our discretion. We may remove your Content from the Services at any time if you breach this Agreement or if we cancel or suspend the Services.
- 5.5 You are responsible for backing up the data that you store on the Services. If the Services are suspended or cancelled, we may permanently delete your data from our servers. We have no obligation to return data to you after the Services are suspended or cancelled. If data is stored with an expiration date, we may also delete the data as of that date. Data that is deleted may be irretrievable and we will not be responsible to you for any such deletion of the data on our servers.

6. **Privacy**

- 6.1 In order to operate and provide the Services, we may collect certain information about you. As part of the Services, we may also automatically upload information about your computer, your use of the Services and the performance of the Services.
- 6.2 We use and protect that information in accordance with our privacy policy, which may be accessed at <http://www.starhub.com/pdpp>. In particular, we may access or disclose information about you, including the content of your communications, in order to: (a) comply with the law or respond to lawful requests or legal process; (b) protect the rights and/or properties of us and/or our customers, including the enforcement of our agreements or policies governing your use of the Services; or (c) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of our employees, customers, or the public.
- 6.3 The Services is a private computer network that we operate for our benefit and of our customers. We retain the right to block or otherwise prevent delivery of any type of email or other communication to or from the Services as part of our efforts to protect the Services, our customers, or to prevent you from breaching this Agreement. The technology or other means we use may hinder or terminate your use of the Services.

7. **Software**

- 7.1 You acknowledge and agree that some of the information used in connection with the Services is supplied to us by third parties and accordingly, we offer no warranty of whatever nature in relation to such information.

- 7.2 You further acknowledge and agree that third party software forms part of the Services.
- 7.3 You agree that the software is and will remain the property of the third party licensor or supplier at all times.
- 7.4 By installing the software, you shall be deemed to have accepted and agreed to all the terms and conditions of the prevailing end user software agreement as provided by the third party licensor or supplier.
- 7.5 The end user software agreement shall be a contract entered into between you and the third party licensor or supplier.
- 7.6 If you receive software from us as part of the Services, its use may be governed in one of two ways. First, if you are presented with licence terms that you must accept in order to use the software, those terms will apply. Second, if no licence is presented to you, the terms of this Agreement apply. We reserve all other rights to the software.
- 7.7 We may automatically check your version of the software. We may also automatically download to your computer upgrades to the software to update, enhance, and further develop the Services.
- 7.8 Any software we provide is licensed, not sold. Unless we notify you otherwise, the software licence ends when your Services end. You must then uninstall the software, or we may disable it. You must not work around any technical limitations in the software. You must not disassemble, decompile, or reverse engineer any software that is included in the Services, except and only to the extent that the applicable copyright law expressly permits.
- 7.9 The software may be subject to applicable U.S. export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users, and end use. In addition, you may not transfer the software or service without the U.S. government's permission to anyone on the U.S. government's exclusion lists. You represent and warrant that you are not on any of those lists or under the control of or an agent for anyone on those lists or the entities listed in the website. For more information, see the Exporting Microsoft Products website at <http://www.microsoft.com/exporting>.

8. **Support**

- 8.1 We will provide you customer support for the Services. Microsoft or Microsoft's Affiliates do not offer you any direct customer support.

9. **Additional Charges**

- 9.1 Even if the Services themselves are free, you may still incur Charges incidental to using the Services, for example, Charges for internet access, text messaging, or other data transmission Charges.

10. **Trial Period Offers**

- 10.1 Unless we notify you otherwise, if you are participating in any trial period offer, you must cancel the Service by the end of the trial period to avoid incurring new Charges. If you do not cancel your trial Services and we have told you the Services will be converted to a paid subscription at the end of the trial period, you authorise us to charge your payment method for the Services.

11. **Domain Name Service**

- 11.1 If you register, renew, or transfer a domain name through the Services, we will connect you with an accredited registrar that will seek to register, renew, or transfer the domain name. The domain service contracts for ccTLDs and gTLDs are contracts between you and the registrar, and not between you and Microsoft or us.

11.2 We do not control the availability of any domain name you seek to register or renew and will have no liability relating to your use of the domain name. You represent and warrant that any domain name you register, renew, or transfer through the Services and the registrar will not infringe the rights of third parties.

12. **Microsoft Office Live**

The following terms apply to Microsoft Office Live.

12.1 **Your dealings with others.** Microsoft may offer goods and services from third parties through the Services. If so, your relationship is with the third party only for those goods and services and not with us. You are solely responsible for your dealings with any third party.

12.2 You represent and warrant that:

12.2.1 the products and services you advertise, sell, and distribute are legal for sale and distribution and do not violate this Agreement;

12.2.2 you have all licenses necessary to sell, distribute and advertise the goods and services you offer; and

12.2.3 all sales and advertisements will comply with applicable laws.

12.3 **Your privacy practices.** In using the Services, you may collect personal information about third parties. If you do, you must:

12.3.1 post a privacy policy on your website that, at a minimum, discloses any and all uses and purposes of use of personal information that you collect from such third parties;

12.3.2 provide a hypertext link to your privacy policy on the home page of your website and on all pages where you collect personal information from third parties, including on checkout pages; and

12.3.3 use personal information only as expressly permitted by your privacy policy and in accordance with all applicable data protection laws.

13. **Additions, Changes & Terminations**

13.1 You may, if we agree in writing, subscribe for additional features or services ancillary to the Services as may be offered by us from time to time and the terms and conditions of this Agreement shall also apply to those additional features or services.

13.2 If you terminate or change any part of the Services, you shall be liable to pay a Charge, regardless of whether such termination or change occurs during or after the initial Minimum Period of Service. The Charges will be levied on a per line basis.

13.3 In addition, if you downgrade or terminate any part of the Services during the applicable Minimum Period of Service, the early termination Charges set out in paragraph 15.3 shall be levied. For the avoidance of doubt, the early termination Charges payable is in addition to the Charge specified in paragraph 13.2 above.

13.4 We may change the Services or delete features at any time for any reason. A particular Service may be a pre-release version (for example, a beta) and may not work correctly or in the way a final version might work. We may significantly change the final version or decide not to release a final version.

14. **Liability**

- 14.1 In addition to paragraph 10 (Liability) of our Business General Terms & Conditions, we further caveat that the Services (including any installation or support Services) are provided on an "as is", "with all faults", and "as available" basis. You agree that you use the Services or rely on any Content obtained through the Services at your sole risk. We do not guarantee the accuracy or timeliness of information available from the Services, or that the Services will be uninterrupted, timely, secure, or error-free, or that data loss will not occur. You acknowledge that computer and telecommunications systems are not fault-free and occasional periods of downtime occur. To the fullest extent allowed by the law, we and our Affiliates, resellers, distributors, and vendors do not give any assurances, guarantees, warranties (including any warranties of merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort, and non-infringement), or conditions, either express or implied, in relation to the Services (including the sale, use and/or support of the Services) or any Content obtained through the Services.
- 14.2 Specifically, we do not warrant:
- 14.2.1 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;
 - 14.2.2 the accuracy, reliability or quality of any Content obtained through the Services or that defects in any Software will be corrected; and/or
 - 14.2.3 that the Services and access to them are error-free, secure, uninterrupted, or available at all times.
- 14.3 In addition to paragraph 10 (Liability) of our Business General Terms & Conditions, you cannot recover any other damages, including consequential, lost profits, special, indirect, incidental, or punitive damages.
- 14.4 The limitations and exclusions apply to anything related to the Services and/or this Agreement, for example and without limitation, the following:
- 14.4.1 the Services;
 - 14.4.2 loss of data (whether partial or total);
 - 14.4.3 data corruption;
 - 14.4.4 Content on third-party websites, third-party programs, or third-party conduct accessed via the Services;
 - 14.4.5 viruses or other disabling features that affect your access to or use of the Services;
 - 14.4.6 incompatibility between the Services and other services, software, and hardware;
 - 14.4.7 delays or failures you may have in starting or completing transmissions or transactions in connection with the Services in an accurate or timely manner;
 - 14.4.8 claims for breach of contract, breach of warranty, guarantee or condition, strict liability, tort (including negligence or breach of statutory duty) or misrepresentation.
15. **Ending the Services**
- 15.1 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 15, this Agreement or the Services hereunder may be terminated by either party giving at least 30 days' written notice to the other party.

- 15.2 If you fail to pay us any money due to us under this Agreement by the due date of the relevant invoice, we shall be entitled to suspend or terminate the Services by giving you 1 day's written notice.
- 15.3 If you give us notice that ends during the applicable Minimum Period of Service pursuant to paragraph 15.1 above, you shall be liable for the following early termination Charges:
- 15.3.1 for the monthly recurring Charges for the Services on a per licence basis for the remainder of the unfulfilled Minimum Period of Service;
- 15.3.2 to pay or refund us a sum of moneys equal to any and all discounts, subsidies, waivers and rebates given by us to you up to the date of termination (for example, any discounted one-time set-up charge); and
- 15.3.3 for all claims, damages, losses and liabilities which we may suffer because of the early termination, including any and all unrecoverable costs imposed on us by any third party relating to the early termination.
- 15.4 If the Services or this Agreement are/is terminated due to your default during the applicable Minimum Period of Service, you have to pay us the sums referred to in paragraph 15.3 above.

16. **Meanings**

This paragraph 16 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

- 16.1 "**associated accounts**" shall have the meaning set out in paragraph 4.1.
- 16.2 "**Microsoft Customer Agreement**" means the agreement entitled "Microsoft Customer Agreement" annexed to our standard form for the Services entitled "SmartBusiness Application Form".
- 16.3 "**Services**" means the Microsoft ® Office 365 products, services and/or Software provided by StarHub Ltd (Reg. No. 199802208C) and/or its Affiliates.