

STARHUB'S SERVICE SPECIFIC TERMS AND CONDITIONS

MY BUSINESS ACCOUNT

These are our Service Specific Terms & Conditions for My Business Account 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 My Business Account

- 1.1 In order to be eligible for My Business Account, you must have valid and active subscription(s) of the Service with us or our Affiliates and not be in breach of your obligations under the subscriptions at the point of application.
- 1.2 In order to apply for My Business Account, you must provide us with a valid and correct business/company E-mail Address and/or mobile service number and provide all details as may be prescribed by us. Applications for My Business Account may be made online.
- 1.3 You must, at all times, provide us with such information as may be necessary or desirable for us to provide you with My Business Account.
- 1.4 We may choose not to accept your application at our discretion.
- 1.5 If we approve your application for My Business Account, access to My Business Account will be via your Account. You acknowledge and agree that certain email names in your E-mail Address may prevent you from receiving email bill notifications. To ensure that you will receive email bill notifications, you are advised to avoid using email addresses containing certain email names which include "abuse", "admin", "hostmaster", "postmaster", "root", "system admin", "webmaster", "all", "support", "info", "customercare" and "sales".
- 1.6 After our acceptance of your application for My Business Account, we will send you an E-mail or SMS confirmation of the acceptance.
- 1.7 You agree that we may from time to time modify, restrict, withdraw, cancel, suspend or discontinue My Business Account without assigning any reason. In the event that we do so, we will endeavour to notify you via a notice sent to your last known business/company E-mail address, mobile service number or mailing address, as determined by us.

2. Activation and Use of My Business Account

- 2.1 After successful activation of My Business Account, you may log-on to StarHub Business Selfcare from time to time to view your Bill(s) and/or to carry out other transactions available on My Business Account.
- 2.2 You are responsible for logging in and viewing your Bill(s) or letter(s) (if applicable) in a timely and prompt manner, and will notify us if your Bill is unavailable for viewing or if you are unable to view or access your Bill.
- 2.3 You shall remain responsible for ensuring timely payment of any and all Bills in accordance with our Business General Terms & Conditions, regardless of whether or not your Bill is available or accessible. You may contact our Customer Care personnel to arrange for payment of any Bill which you are unable to access.
- 2.4 You acknowledge and agree that all other terms and conditions relating to your Bill shall continue to be governed by our Business General Terms & Conditions and any applicable Service Specific Terms & Conditions.

- 2.5 In the event of any inconsistency between the Bill available on My Business Account and the Bill available on our billing system, the latter shall prevail.

3. Your Responsibilities

- 3.1 You are solely responsible for the security and secrecy of your login identification, or password(s) given to or chosen by you. You must ensure that these are not revealed to any third party. You are solely responsible for all activities that occur under your login identification, password(s), and/or your Account.
- 3.2 An authorised officer or director shall be responsible for any actions performed by a user account created under the company.
- 3.3 We reserve the right to refuse, change or remove login identification, or password(s) which we deem inappropriate or offensive.
- 3.4 If you discover or suspect any unauthorised use or disclosure of your login identification, and/or password(s) or that your Account security has been compromised, you must immediately:
- 3.4.1 inform us; and
 - 3.4.2 change your password(s).
- 3.5 You are advised to change your password(s), or any other security identification regularly to protect your own security.
- 3.6 We are not responsible for the security of your Account, and any equipment, network and systems you use to access My Business Account. We do not guarantee the safety and security of any transmission you make.

4. Eligibility for Recontract and Early Recontract Fee

- 4.1 Certain types of information such as the end date of the minimum period of Service, recontract eligibility and early recontract fee is dependent on whether the Service concerned is suspended or whether we have processed the pertinent contract for subscription of the Services.
- 4.2 While it is anticipated that most enquiries pertaining to early termination Charges and requests to recontract will be processed on the next business day, you acknowledge and agree that due to circumstances beyond our control, some early termination queries and recontract requests may take a longer time to be processed by us.

5. Modifications to Value-Added Services

- 5.1 The individual Charges indicated on My Business Account are indicative only, and will be subject to any pre-agreed corporate rates (if any) between us. The actual Charge will be reflected on your Bill.
- 5.2 Your use of and payment for any Value-Added Services obtained via My Business Account are governed by our Business General Terms & Conditions and any applicable Service Specific Terms & Conditions.

6. Account Balance & Payment History

- 6.1 We may from time to time change any information displayed on My Business Account without notice to you.
- 6.2 The information on My Business Account may not be updated on a real-time basis.
- 6.3 Payment information may take up to 72 hours to be reflected as paid.

- 6.4 The information displayed reloads only when you refresh the page.
- 6.5 Any adjustments/waiver allowed by us at our discretion shall be reflected in your next Bill.
- 7. No Right to Continued Access or Use**
- 7.1 We may add, delete or disable Content or Portal Services, and/or add, delete, disable or modify some or all of My Business Manager, the Content therein and/or the Portal Services, at any time, at our absolute discretion and without any notice to you. You acknowledge and agree that we may suspend or terminate access to and/or use of all or parts of My Business Manager, the Content therein and/or the Portal Services at any time, at our absolute discretion and without any notice to you. We shall not be liable for the suspension or termination of access to any Content or Portal Services or any functionality of My Business Manager. We may also impose limits on the access to and/or use of certain features or portions of My Business Manager and/or any Content or Portal Services at any time, at our absolute discretion and without any notice to you.
- 7.2 We may, at any time and without any notice to you, temporarily suspend My Business Manager (or any Content therein or Portal Services) for operational reasons such as repair, maintenance, upgrade or improvement of My Business Manager (or the affected Content or Portal Services) or because of an emergency. We may also modify My Business Manager (or any Content or Portal Services) in order to keep pace with the prevailing demands and technological developments, at any time, at our absolute discretion and without any notice to you.
- 8. Liability**
- 8.1 Any processing times quoted by us are only estimates and no guarantee or warranty is made by us that a request will be processed within the quoted processing times. We will not be liable for any delay in the processing of any requests, howsoever caused. You may view the status of your transaction by accessing the "Transaction History" tab in My Business Account.
- 8.2 My Business Account, the Content therein and the Portal Services are provided on an "as is" and "as available" basis. You agree that you use My Business Account (or Portal Services) or rely on any Content at your sole risk. To the fullest extent allowed by the law, we and all other Relevant Parties do not give any assurances, guarantees, representations, or warranties, either express or implied, in relation to My Business Account, any Content and the Portal Services (including the accuracy, accessibility, reliability, adequacy, quality, safety, completeness and usefulness of the Content or the Portal Services), and your use thereof.
- 8.3 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, statute or otherwise for:
- 8.3.1 any errors, mistakes, or inaccuracies of any Content or Portal Services;
 - 8.3.2 any harm, personal injury or property damage, of any nature whatsoever, resulting from your access to and use of My Business Account or any Content or Portal Services;
 - 8.3.3 any unauthorised access to or use of our servers and/or any and all personal information and/or financial information stored therein;
 - 8.3.4 any interruption or cessation of transmission to or from My Business Account;
 - 8.3.5 any bugs, viruses, trojan horses, or the like which may be transmitted to or through My Business Account by any third party;
 - 8.3.6 any loss or damage of any kind incurred as a result of acceptance or rejection of your order; and/or

- 8.3.7 any errors or omissions in any Content or Portal Services or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via My Business Account.

This exclusion applies for our benefit and that of all 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. We do not warrant, endorse, guarantee, or assume any liability for any Product or Service advertised or offered by a third party through My Business Account or any hyperlinked website or featured in any banner or other advertising, and we will not be a party to or in any way be liable for monitoring any transaction between you and third-party providers of Products or Services.

- 8.4 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.
- 8.5 Without prejudice to paragraphs 8.1 to 8.4, if you are dissatisfied with My Business Account (or any Content or Portal Services) or any of the terms and conditions, your sole and exclusive remedy is to discontinue accessing and using the same.
- 8.6 If any of the limitations of liability set out in paragraphs 8.1 to 8.5 above do not apply, then the maximum liability we and/or such other Relevant Parties will be liable to you and anyone else is either the replacement of the Product for which you have paid but are unable to use or the refund of the purchase/subscription price which you have paid for the Product or Service, which will be determined by us at our absolute discretion.

9. Termination and Discontinuation of My Business Account

- 9.1 We may terminate My Business Account after you have terminated all Services with us and have fully discharged all your obligations, including all outstanding payment obligations.
- 9.2 You may terminate My Business Account at any time by following the procedures set out at My Business Account. You will no longer be able to access My Business Account or any related information or services upon termination.

10. Other Legal Matters

10.1 Indemnity

- 10.1.1 You must defend, indemnify and hold us and our Affiliates, including the respective directors, officers, employees, agents and contractors thereof, harmless, from and against all claims, damages, losses and liabilities arising from your use of and access to My Business Manager, any Content therein and/or any Portal Services, and/or your breach of this Agreement.
- 10.1.2 The defence and indemnification in this paragraph 10.1 will survive the expiration or termination of this Agreement for any reason.

10.2 Conclusiveness of Records

- 10.2.1 In the absence of fraud or manifest error, all our records relating to My Business Manager, the Content therein and/or the Portal Services are conclusive evidence of their accuracy and completeness.
- 10.2.2 Our decision on all matters relating to My Business Manager, the Content therein and/or the Portal Services will be final and conclusive.

10.3 Changes to this Agreement

10.3.1 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 endeavour, where reasonably practicable to give you notice of such changes. We will notify you of such changes through written notice, email, our Bill, our website, or such other form as we may decide. If you do not agree to such changes, your sole and exclusive remedy is to discontinue accessing and using My Business Account. The display of the revised terms and conditions on our website will constitute notice of the changes and your continued access and use of My Business Account (or any Content therein or Portal Services) will be taken as acceptance thereof.

10.4 Matters beyond our Control

10.4.1 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 our networks 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) or epidemics of infectious diseases or acts of terrorism.

10.4.2 In addition to paragraph 10.4.1, 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.

10.5 Communications

10.5.1 You consent to receive communications from us electronically. You agree that all agreements, notices, disclosures and other communications which we provide to you electronically satisfy any legal requirement that such communications be in writing. Further, you waive any rights or requirements under any legal requirement in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records.

10.5.2 Notices to you under this Agreement may be sent by post, fax, email or SMS to your contact details in our records, or by such means as we may notify you from time to time. If there is any change in these details, you must inform us immediately in writing.

10.5.3 Unless you notify us otherwise, we may send you information on offers and marketing/promotional material (whether by way of letter, leaflet, pamphlet, electronic mail, phone messages or any other means of communications) relating to My Business Account, our businesses, our Affiliates and/or any Products or Services.

10.5.4 You acknowledge and agree that whilst E-mail or SMS (if applicable) is used as a means of communication between you and us, there are inherent risks in such forms of communication including the risk of non-delivery, wrong delivery, disruption in delivery, truncated or illegible delivery, whether in whole or in part. We shall not be liable to you for any damages, losses, costs or expenses arising out of or in relation to the use of such communication.

10.6 No waiver

10.6.1 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.

10.6.2 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.

10.7 **Entire Agreement and Severability**

10.7.1 This Agreement contains the whole agreement between you and us with respect to your use of My Business Account, and there are no other agreements, or terms, oral or written, express or implied, which govern the provision by us of My Business Account.

10.7.2 If any part of this Agreement is invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall not be affected.

10.8 **Rights of Third Parties under this Agreement**

10.8.1 Save for our Affiliates, third parties cannot enforce this Agreement under the Contracts (Rights of Third Parties) Act (Cap. 53B).

10.9 **Applicable Laws**

10.9.1 This Agreement is governed by Singapore law. Any processes or judgment may be served on you in the same way as notices are given to you under this Agreement.

10.9.2 Both you and we irrevocably submit to the non-exclusive jurisdiction of the Singapore courts for any legal proceedings relating to this Agreement. Either party may also refer any dispute to the Small Claims Tribunal. If we agree with you that arbitration would be an appropriate forum, we may jointly refer the dispute for arbitration.

10.10 **Meanings**

This paragraph 10.10 sets out how certain words and phrases are used in this Agreement. Terms used but not defined in these Service Specific Terms & Conditions shall have the respective meanings given to them in the Business General Terms & Conditions.

What these words mean in this Agreement

10.10.1 "**Account**" means your business account with us for the Service.

10.10.2 "**Bill**" means any bill, invoice or statement issued or rendered by us or our billing agent(s) for any charge, fee or other sum due and payable to us for the provision of the Service under your Account(s).

10.10.3 "**E-mail**" means an electronic mail to which communication may be sent to or received by you.

10.10.4 "**E-mail Address**" means the electronic mail address specified by you to be used as a mode of receiving notifications from us.

10.10.5 "**My Business Account**" means the self-care service (including electronic bill presentation service) offered by us for the Service. We may add on more features to this self-care service from time to time.

10.10.6 "**Portal Services**" means any and all services provided by My Business Account.

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10.10.7 "**Service**" means the mobile, broadband and Digital Voice services provided by us or our Affiliates, as well as such other services as may be designated by us or our Affiliates from time to time as being applicable for My Business Account.