

**STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS**  
**SMARTDIGITAL PROGRAMME**

These are our Service Specific Terms & Conditions for the SmartDigital Programme 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 Programme**

1.1 To be eligible for and be a customer ("**SME customers**") of our SmartDigital Programme, a business must:

- 1.1.1 be regarded as a small and medium enterprise ("**SME**") by Enterprise Singapore;
- 1.1.2 have at least 30% of its shareholding held by Singapore citizens or Permanent Residents and be incorporated in Singapore;
- 1.1.3 have an annual sales turnover of S\$100 million or less, or employment size of 200 employees or less; and
- 1.1.4 not have signed up for similar programmes with us or with any other banks or telecommunication providers in Singapore. This SmartDigital Programme is only applicable for new sign-ups, and each SME customer is only entitled to a single sign-up.

1.2 We may choose not to accept your application for the SmartDigital Programme at our discretion.

1.3 By signing up for our SmartDigital Programme, you confirm that you are an authorised personnel of your company. You confirm that you are legally authorised to provide data to us for our use and to share your company's particulars with us, for the purposes of providing products or services to your company, whether in connection with the SmartDigital Programme or otherwise, and to comply with any requirements that may be necessary under any law or any court, government or regulatory authority. You further acknowledge and consent to the data being reported back to Enterprise Singapore and the Infocomm Media Development Authority.

**2. Scope of the Programme**

2.1 Unless we state otherwise SME customers must sign up for at least 2 Services with us in order to enjoy free subscription for the Services for 6 months. Unless we state otherwise, monthly paid subscriptions will start from the 7<sup>th</sup> month onwards. The subscription will revert to our prevailing prices when the contract term ends. For each of the Services selected, there will be a contract term of 24 months unless we state otherwise.

**3. Ending the Services**

3.1 The Services under the SmartDigital Programme may be terminated by either party giving at least 30 days' written notice to the other party.

3.2 If an SME customer is found to have falsely declared its eligibility for the SmartDigital Programme, we reserve the right, at our sole discretion, to terminate the Services and this Agreement immediately and/or charge the SME customer: (i) our then prevailing prices for the Services in respect of which the SME customer had enjoyed free subscription under the SmartDigital Programme; and (ii) the prevailing prices for Services for the remaining months.

3.3 If an SME customer terminates any Service before 6 months has elapsed, the free subscription in respect of the remaining Services will be terminated as soon as the contract is terminated. No early termination Charges shall apply for Services under the SmartDigital Programme.

**4. Other Legal Matters**

#### 4.1 **Changes to this Agreement**

4.1.1 Our decision on all matters relating to the SmartDigital Programme shall be final. In addition, we reserve the right to, at our sole discretion and without having to inform you:

4.1.1.1 revise the Digital Solutions, including the respective prices;

4.1.1.2 vary the terms and conditions of the SmartDigital Programme; and/or

4.1.1.3 discontinue selected Digital Solutions at any time;

#### 4.2 **Applicable Laws**

4.2.1 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.

4.2.2 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.

#### 4.3 **Definitions**

This paragraph 4.3 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.

4.3.1 "**Digital Solutions**" refers to any digital solutions supported by Enterprise Singapore and the Infocomm Media Development Authority, under the SMEs Go Digital programme. More information can be found at [www.imda.gov.sg/SMEsGoDigital](http://www.imda.gov.sg/SMEsGoDigital)

4.3.2 "**Small and Medium Enterprise**" shall have the meaning set out in paragraph 1.1.1.

4.3.3 "**SME customers**" shall have the meaning set out in paragraph 1.1.