

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS

SMART SIP

These are our Service Specific Terms & Conditions for SmartSIP 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 The Services are only available to business customers for their own business use.
- 1.2 In order to subscribe to the Services, you must:
 - 1.2.1 be a business or corporate entity;
 - 1.2.2 not have, at the time of application of the Services, any outstanding accounts with us that are due and owing to us;
 - 1.2.3 have a Service Address to which the Services will be provided in Singapore; and
 - 1.2.4 have a billing address in Singapore.
- 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. **Minimum Period of Service**

- 2.1 The initial Minimum Period of Service for all subscription plans for the Services is 24 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 the expiry of the initial Minimum Period of Service, the Services will be renewed automatically on a monthly basis unless either party gives the other party at least 30 days' written notice of termination prior to the expiry of the then current period.
- 2.2 Any request for suspension of the Services will not be permitted.
- 2.3 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.

3. **Duration of Services**

- 3.1 The Services under this Agreement will commence on the ready for service ("**RFS**") date as notified by us to you in accordance with paragraph 13.7 below.
- 3.2 This Agreement will continue until terminated according to the provisions of this Agreement.

4. **Scope of the Services**

- 4.1 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.
- 4.2 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 pursuant to paragraph 12.1 below.
- 4.3 You shall be solely responsible, at your own cost and expense, for:
- 4.3.1 providing all equipment and networks (including the PABX) which are connected to and/or used in conjunction with the Services;
 - 4.3.2 ensuring that all such equipment and networks (including the PABX) are compatible with the Services; and
 - 4.3.3 implementing the necessary security features on all such equipment and networks (including the PABX) and such security features shall include features to prevent unauthorised access or usage, including fraud, of the Services.
- 4.4 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 equipment or networks (including the PABX) which are connected to or used in conjunction with the Services.
- 4.5 You acknowledge and agree that availability of the Services is subject to:
- 4.5.1 availability of resources, including availability of a suitable network infrastructure at the time at which the Services are requested or delivered;
 - 4.5.2 geographic and technical capacity of the Network and of our delivery systems at the time at which the Services are requested or delivered; and
 - 4.5.3 provisioning time for any equipment required by us to provide the Services.
- 4.6 You acknowledge and agree that the Services shall be automatically provisioned with other ancillary Services as may be determined by us in our sole discretion from time to time, including International Telephony and premium rate services. Your use of other ancillary Services shall be subject to our prevailing Business General Terms & Conditions and the relevant Service Specific Terms & Conditions and you shall be deemed to have agreed to the foregoing terms and conditions upon your use of such other ancillary Services.
5. **Emergency Services**
- 5.1 The Services only support Singapore emergency services calls (for example, 999 and 995).
 - 5.2 You acknowledge and agree that any emergency services calls made using the Services may be subject to network congestion and/or reduced routing speed.
 - 5.3 For the avoidance of doubt, the Services are not intended to be used as an emergency notification infrastructure (such as a fire alarm notification system).
6. **System Requirements and Using the Services**
- 6.1 You are responsible for ensuring your telephone, equipment, 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.
 - 6.2 You are liable for all Charges incurred in connection with the Services under your account whether or not the Services are used by you or someone else, and whether authorised by you. You agree that we may rely on our bills as conclusive evidence against you of the accuracy and completeness

of all matters stated in it. You must pay all Charges without any counterclaim, deduction, set off or withholding.

- 6.3 You acknowledge and agree that your use of the Services is your sole responsibility, is solely at your own risk and is subject to all applicable laws and regulations. We reserve the right to immediately suspend or terminate your Services if we determine, in our absolute discretion, that you use the Services in violation of any applicable law or regulation.
- 6.4 The Services may not be compatible with certain equipment or networks. You are solely responsible for ensuring the compatibility of the Services with any equipment or network, and we will not be responsible for any failure, disruption or interference in the Services or such equipment or network which may arise from your use of the Services in conjunction with such equipment or network.
- 6.5 You must ensure that all applications, equipment, hardware, software or networks connected to or used with the Services or the Equipment are connected and used in accordance with:
- 6.5.1 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
- 6.5.2 all instructions, notices and directions as we may determine from time to time.
- 6.6 The SIP service must only be used for the purposes for which it is provided. We reserve the right to terminate the Service if the access is used for other purposes.
- 6.7 We may, at any time and without any notice to you, temporarily suspend the Services for operational reasons such as repair, maintenance 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. We will not be liable to you or any third party under this paragraph 6.7.
- 6.8 We may, at our discretion, terminate the Services, whether in part or whole, including any and all Service Numbers, with or without notice to you, if we determine in our absolute discretion that the Services have not been in use for a significant period of time. We will not be liable to you or any third party for the foregoing termination, including the termination of any and all ancillary services.

7. **Security**

- 7.1 You are solely responsible for:
- 7.1.1 the security of all your equipment and networks (including the PABX) which are connected to and/or used in conjunction with the Services; and
- 7.1.2 all activities that occur in relation to all your equipment and networks (including the PABX).
- 7.2 If you discover or suspect any unauthorised use of the Services, the PABX and/or that your account security has been compromised, you must immediately inform us and take all necessary and immediate actions, at your sole cost and expense, to enhance the security of all your equipment and networks (including the PABX) which are connected to and/or used in conjunction with the Services.
- 7.3 You are therefore advised to review and update the security features of all your equipment and networks (including the PABX) which are connected to and/or used in conjunction with the Services from time to time.
- 7.4 The security of your account, including Content stored, sent or received, is your own responsibility. We cannot guarantee the safety and security of any transmission under any circumstances whatsoever.

8. Service Outages

- 8.1 The Services will not function if there is a power failure or disruption. If there is an interruption in the power supply, the Services will not function until power is restored. A power failure or disruption may require you to reset or reconfigure your equipment before using the Services.
- 8.2 If there is a Service outage for any reason, such outage will prevent your Services from functioning. Such outages may occur for a variety of reasons, including those reasons described elsewhere in this Agreement.
- 8.3 We make no warranty or representation that the Services will be continuous or error-free. If there is any Service failure arising from any of the outages referred to in paragraphs 8.1 and 8.2 above, you will continue to be responsible for payment of the Charges unless and until you terminate the Services according to this Agreement, and we will not offer credits or refunds in such scenarios.

9. Telephone Numbers

- 9.1 When we allocate any numbers to you for the Services, you will not have any rights to these numbers except for the sole purpose of using the Services according to this Agreement. You agree that you:
- 9.1.1 cannot sell or transfer these numbers to any third party; and
 - 9.1.2 must not apply or try to apply for registration of any Service Number as trademarks, whether on their own or together with any word or mark.
- 9.2 We may, for commercial, operational or technical reasons or compliance with any requirement of the Regulatory Authority or other authority, withdraw or change any number allocated to you. In such a scenario, we will endeavour to give you reasonable notice before the change is made.
- 9.3 If you wish to use the same Service Number in connection with any service to be provided by any other Service Provider, you must make the appropriate arrangement with such Service Provider for that purpose before you terminate the Services in relation to which the Service Number has been assigned to you. We will not be required to consent or permit any Service Number to be used in connection with any service to be provided by any other Service Provider otherwise than in accordance with and subject to the terms and conditions of any agreement between us and such Service Provider.
- 9.4 If you have been allocated a range of Service Numbers by us but choose not to install the Service lines immediately, subject to paragraph 9.2 above, you may reserve the allocated range of Service Numbers for a maximum of 2 weeks (or such other period of time as we may determine in our discretion). Whilst we will endeavour to provide you with a range of Service Numbers which are consistent with your dial plans or requests, we make no guarantee that any specific number range will be provided to you.

10. Telephone Directory & Directory Services

- 10.1 We will and you authorise us to put your name, address and telephone number under your account with us for the Services in a Singapore telephone directory (in any medium) and make your telephone number available through our directory services in Singapore. However, if you ask us not to do so and pay us the relevant Charges, we will not do so.

11. Your Responsibilities

- 11.1 In respect of our voice recording Service:
- 11.1.1 you agree not to:

- 11.1.1.1 use the Service in any unlawful manner, including the violation of any person's privacy rights;
 - 11.1.1.2 use the Service to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights;
 - 11.1.1.3 use the Service in any manner that interferes with or disrupts the integrity or performance of the Service and its components;
 - 11.1.1.4 attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software making up the Service;
 - 11.1.1.5 use the Service to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libellous, obscene, or discriminatory;
 - 11.1.1.6 use the Service to store files that are not deemed to be voice or video communication;
 - 11.1.1.7 use the Service to knowingly post, transmit, upload, link to, send or store any viruses, worms, malware, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive software ("**Malicious Software**"); or
 - 11.1.1.8 try to use, or use the Service in violation of this Agreement; and
- 11.1.2 you are solely responsible for ensuring that your use of the Service to store and transmit your data is in compliance with all applicable laws and regulations. You are also solely responsible for determining whether the Service or the information generated therefrom is accurate or sufficient for your purposes;
- 11.1.3 you agree and acknowledge that each individual user of the Service ("**User**") will be identified by a unique username and password ("**User Login**") and that a User Login may only be used by 1 individual. You will not share a User Login among multiple individuals. You and your Users are responsible for maintaining the confidentiality of all User Login information for your account;
- 11.1.4 you agree that we shall have the right to access your account and to use, modify, reproduce, distribute, display and disclose your data solely to the extent necessary to provide the Service, including responding to your support requests; and
- 11.1.5 you are responsible for ensuring that your use of the voice recording is in compliance with all applicable laws in all jurisdictions governing the use of the Service by you and your Users, including telephone recording and wiretapping laws.

12. **Paying for the Services**

- 12.1 You are liable to pay a recurring subscription Charge for the Services at the prescribed rate(s). 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 Charge.
- 12.2 You may pay through cash, GIRO, cheque or your credit card. Any change to your method of payment will only be effected upon approval by the relevant financial institution of your application for such change.
- 12.3 Billing and payment disputes that may be raised by you will be treated in accordance with our Business General Terms & Conditions.

13. **Installation and Additional Charges**

13.1 There will be additional Charges for:

13.1.1 provision of the Services, installation of and/or Service support for equipment outside our normal scope or hours of work. These include:

13.1.1.1 Services requested by you that are provided at greater costs than what we would normally incur because of the materials used, the manner of installation or the nature of the Service Address. In these cases, we will notify you of the additional Charges before the installation starts;

13.1.1.2 work or the Services is/are performed outside our normal working hours; and

13.1.1.3 work or the Services required because of your or any third party's action, fault or negligence or because of any fault or problem associated with any other telecommunication system which you or other Service Providers control; and

13.1.2 our work done in response to your complaint of a fault in the Services if the work reveals no such fault.

13.2 If our field engineer is required to attend to you on-site at your Premises, our on-site support Charges shall apply (currently S\$50 transportation and S\$120 per man-hour during our office hours (inclusive of 7% GST)) or such other amounts as may be prescribed by us from time to time). No on-site Charges will be imposed if the faults are determined to have been caused by us or our Network.

13.3 We will assess the installation requirements for the provision of the relevant Services and recommend an installation schedule and delivery date. However, the installation schedule and delivery dates recommended may be subject to change due to factors such as the site conditions or accessibility. We will endeavour but do not guarantee that these recommended schedules and delivery dates would be met.

13.4 If we are of the opinion that the installation of the Services at the Service Address would result in or cause:

13.4.1 any risk of injury to any person;

13.4.2 the use of equipment which is not commonly used in the installation of the Services;

13.4.3 the relocation of any structure, fixture or fitting at the Service Address;

13.4.4 costs, expenses or manpower resources which exceeds the amount usually required on our part to install the Services; or

13.4.5 us to provide any services which are not usual, or 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.

13.5 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.

- 13.6 You own and will maintain all of the horizontal cable that runs between our local distribution point to your premises ("**COAM Cable**"). You are solely responsible for any defect and damage in the COAM Cable.
- 13.7 We will promptly notify you when the installation Services have been completed. If satisfied, you will provide a written endorsement that the installation is completed and the date of this endorsement will be the commencement date of the provision of the relevant Services for which installation was made and this date will be known as the RFS date. We reserve the right to change the RFS date without liability.
- 13.8 The billing for the relevant Services will commence on the RFS date.
- 13.9 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.
- 13.10 You will be responsible for the care and maintenance of all our Equipment at your premises.
- 13.11 If you request for our fault repair Services and the fault, interference or interruption in the Services is due to some other cause (such as your faulty equipment) other than a fault in the installation, you will, if required, reimburse us for the costs (including labour and transport charges) incurred by us for attending to your request.

14. **Liability**

- 14.1 The Services (including any installation or support Service) is 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 (including voice, fax, value-added services or any other forms of voice or data transmissions) which may arise from any of the following:
- 14.1.1 an act or omission of an underlying carrier, Service Provider, vendor or other third party;
 - 14.1.2 equipment, network or facility failure;
 - 14.1.3 equipment, network or facility upgrade or modification;
 - 14.1.4 force majeure events such as acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and governmental actions;
 - 14.1.5 equipment, network or facility shortage;
 - 14.1.6 equipment or facility relocation;
 - 14.1.7 service, equipment, network or facility failure caused by the loss of power to you;
 - 14.1.8 any act or omission by you or any person using the Services or Equipment provided to you;
 - 14.1.9 any third party's service, equipment, software, network or facility (including fixed line phone wiring system); and/or
 - 14.1.10 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.
- 14.2 Specifically, we do not warrant:

- 14.2.1 that the Services, the Software or any equipment (which we provide to you) will not cause any harm to your equipment, hardware, software, network 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;
- 14.2.3 that the Services and access to them are error-free, secure and uninterrupted or available at all times; and/or
- 14.2.4 that the Services will be compatible with your IP PABX/SIP Customer Premise Equipment ("**CPE**").

If you are dissatisfied with the Services or with the Content, products or services available on or through the Services or with any of the terms and conditions of this Agreement, your sole and exclusive remedy is to discontinue accessing and using the Services or terminate the Services according to this Agreement.

15. **Resale**

The Services are provided to you solely for your own business use. You must not resell or re-provide the Services to third parties without our prior written consent, whether or not for profit or otherwise. In addition, you must not use or permit the use of any part of the Services for any of the following purposes: local termination for overseas data or voice traffic; call-back or call forwarding services; and sale of VoIP services. We reserve the right to immediately suspend or terminate your Services if we determine, in our absolute discretion, that you use or allow the use of the Services, in whole or in part, for any of the aforementioned or similar activities.

16. **Ending the Service**

In addition to paragraph 11 of our Business General Terms & Conditions, and subject to the terms of this Agreement, this Agreement or the Services hereunder may be terminated by either party giving the other party at least 30 days' written notice of termination.

17. **Meanings**

This paragraph 17 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

- 17.1 "**Charges**" means all activation/connection, disconnection, reconnection, usage, subscription, installation, service call and administrative charges and other fees and charges to be paid by you for or relating to the Services.
- 17.2 "**COAM Cable**" shall have the meaning set out in paragraph 13.6.
- 17.3 "**CPE**" shall have the meaning set out in paragraph 14.2.4.
- 17.4 "**PABX**" means Private Automatic Branch Exchange.
- 17.5 "**RFS**" shall have the meaning set out in paragraph 3.1.
- 17.6 "**Service Address**" means a business address in Singapore at which we agree to provide the Services.
- 17.7 "**Service Number**" means any number, symbols or characters assigned by us or selected by you for the purpose of your utilisation of the Services including any telephone number, mailbox number, network user identity, password or personal identification number.

- 17.8 **"Services"** refer to any of the following services and value-added services provided by StarHub Ltd (Reg. No. 199802208C) and/or the relevant Affiliate:
- 17.8.1 SmartSIP; and
 - 17.8.2 Voice Recording.
- 17.9 **"Software"** means any software program and firmware, including any upgrades provided to you as part of the Services or which allows you to access the Services.
- 17.10 **"VoIP"** means Voice over Internet Protocol.
- 17.11 **"SIP"** means Session Initiation Protocol.
- 17.12 **"User"** shall have the meaning set out in paragraph 11.1.3.
- 17.13 **"User Login"** shall have the meaning set out in paragraph 11.1.3.