

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS

SME CYBER AWARENESS TRAINING

These SME Cyber Awareness Training Service Specific Terms & Conditions ("Service Specific Terms") set out the basis on which StarHub will provide the SME Cyber Awareness Training service to the Customer.

These Service Specific Terms shall be read together with StarHub's Business General Terms & Conditions, the applicable Service Application Form, quotation, proposal, order form and any other written terms agreed between StarHub and the Customer.

Unless otherwise defined in these Service Specific Terms, capitalised terms used herein shall have the meanings given to them in StarHub's Business General Terms & Conditions.

If there is any conflict or inconsistency between the documents, the order of precedence shall be: (i) any other terms and conditions agreed between StarHub and the Customer in writing; (ii) the applicable Service Specific Terms & Conditions; and (iii) StarHub's Business General Terms & Conditions. If such construction does not resolve the conflict or inconsistency, the conflict or inconsistency shall be resolved in StarHub's favour.

The Customer acknowledges that the SME Cyber Awareness Training service may be delivered by StarHub with the assistance of ESET and/or other Service Providers, vendors, licensors, contractors or subcontractors.

1. Definitions and Interpretation

1.1. In these Service Specific Terms, the following words and expressions shall have the following meanings:

1.1.1. "Agreement" means the Service Application Form, these Service Specific Terms, StarHub's Business General Terms & Conditions, and any quotation, proposal, statement of work, service description or other written agreement agreed between StarHub and the Customer.

1.1.2. "Business Hours" means Monday to Friday, excluding Singapore public holidays, from 9.00am to 6.00pm in Singapore, unless otherwise agreed in writing.

1.1.3. "Customer", "you" and "your" mean the company, business, partnership or organisation that subscribes for or uses the SME Cyber Awareness Training Service.

1.1.4. "ESET" means the provider, licensor or delivery partner engaged in connection with the SME Cyber Awareness Training Service, or such other replacement or additional provider as StarHub may appoint from time to time.

1.1.5. "Learner" means an employee, contractor, user or other individual nominated or authorised by the Customer to access or participate in the Service.

1.1.6. "Phishing Simulation" means any simulated phishing, social engineering or security awareness campaign made available as part of the Service, where applicable.

1.1.7. "Service" or "SME Cyber Awareness Training Service" means the online cybersecurity awareness training, learner access, curriculum, quiz, certification, dashboard, reporting, Phishing Simulation or related enablement services provided or made available by StarHub, with assistance from ESET and/or other Service Providers, as described in the applicable Service Application Form, quotation, proposal or service description.

1.1.8. "Service Commencement" or "Start Date" means the date on which the Service is activated,

provisioned, made available, first performed, or deemed ready for use by the Customer, whichever is earlier.

1.1.9. "Service Provider" means ESET and any other third-party vendor, licensor, distributor, cloud service provider, contractor, subcontractor, software provider, phishing simulation provider or supplier used by StarHub in connection with the Service.

1.1.10. "Training Platform" means the online platform, portal, dashboard, content library, reporting tool, phishing simulation tool, integration or related system used to deliver the Service.

1.2. Words importing the singular include the plural and vice versa. Headings are for convenience only and do not affect interpretation. References to "include", "includes" and "including" shall be deemed to be followed by "without limitation".

2. Terms of Service

2.1. StarHub agrees to provide, and the Customer agrees to take and pay for, the SME Cyber Awareness Training Service as set out in the Service Application Form, quotation, proposal, order form or other written agreement between the parties.

2.2. The Service is intended to support cybersecurity awareness, education and human risk management, but it does not guarantee any specific learner behaviour, reduction in incidents, compliance outcome, audit outcome, insurance outcome or security result.

2.3. The Service may be provided through or with the assistance of ESET and other Service Providers. The Customer agrees that the Service may be subject to applicable Service Provider terms, licence restrictions, acceptable use policies, technical limitations, service descriptions and platform requirements.

2.4. The Customer remains responsible for determining whether the Service is suitable for its business, operational, HR, employee communication, legal, compliance, privacy, training and security requirements.

2.5. The Customer acknowledges that cybersecurity awareness training and phishing simulations are only one part of a broader cybersecurity programme and do not replace technical controls, monitoring, incident response, access control, endpoint security, email security, backup or management oversight.

3. Service Scope

3.1. Depending on the package purchased, the SME Cyber Awareness Training Service may include one or more of the following:

3.1.1. access to online cybersecurity awareness training modules or curriculum;

3.1.2. learner enrolment, learner access or user provisioning support;

3.1.3. quizzes, assessments, completion tracking, certificates or learner badges, where available;

3.1.4. administrator dashboard, reports, progress summaries or completion reports;

3.1.5. Phishing Simulation campaigns, templates, results and reporting, where purchased or included;

3.1.6. standard onboarding guidance and basic administrative support for the Training Platform;

- 3.1.7. standard integrations or user synchronisation features, where supported and expressly included;
And
- 3.1.8. such other items expressly stated in the Service Application Form, quotation, proposal, service description or written agreement.
- 3.2. Unless expressly agreed in writing, the Service does not include:
 - 3.2.1. custom training content, bespoke curriculum development, translation, localisation, custom videos or custom phishing templates;
 - 3.2.2. HR advisory services, employee disciplinary advice, employment law advice, legal advice, regulatory advice, audit advice or compliance certification;
 - 3.2.3. managed detection and response, security operations centre monitoring, threat hunting, incident response, forensic investigation, malware removal or endpoint cleanup;
 - 3.2.4. configuration or administration of the Customer's Microsoft 365, Google Workspace, identity provider, mail server, DNS, email gateway, security tools or HR systems, except to the extent expressly included in the agreed scope;
 - 3.2.5. guaranteed delivery of Phishing Simulation emails through the Customer's email security filters, unless expressly stated and subject to the Customer completing required allowlisting and configuration steps;
 - 3.2.6. backup, restoration, data recovery or business continuity services;
 - 3.2.7. support for unsupported browsers, devices, email environments, identity providers, networks or end-of-life systems;
 - 3.2.8. any service outside Business Hours, unless the Customer has purchased a support plan that expressly includes such support; or
 - 3.2.9. any other service not expressly included in the Service Application Form, quotation, proposal or written agreement.
- 3.3. StarHub may reasonably modify the technical method of delivering the Service from time to time, including changes required for security, operational, vendor, platform, compliance or technical reasons.

4. Customer Responsibilities

- 4.1. The Customer shall provide accurate, complete and up-to-date information required to provision, operate and support the Service, including company details, authorised contacts, administrator contacts, learner lists, learner email addresses, domains, groups, departments and other information reasonably required.
- 4.2. The Customer shall ensure that it has all necessary rights, permissions, approvals and authority to allow StarHub and its Service Providers to create learner accounts, send training notifications, process training records, deliver Phishing Simulations, generate reports and otherwise process data for the purpose of providing the Service.
- 4.3. The Customer is responsible for managing its Learners, administrator access, enrollment rules, internal communications, employee notices, HR processes, data protection notices, consent requirements and any internal policy requirements relating to cybersecurity awareness training or Phishing Simulations.

- 4.4. The Customer shall promptly perform any action reasonably required to activate, configure, maintain or support the Service, including providing learner lists, validating domains, enabling integrations, configuring single sign-on, allowlisting Phishing Simulation emails, reviewing reports and responding to support queries.
- 4.5. The Customer shall ensure that its use of Phishing Simulations is lawful, authorised, proportionate and for legitimate internal cybersecurity awareness purposes only. The Customer shall not use the Service to harass, shame, mislead, defraud, threaten or unlawfully monitor any person.
- 4.6. The Customer shall not upload unnecessary sensitive personal data, confidential business data, payment data, health data, identification numbers or other high-risk data into the Training Platform unless expressly required and lawfully permitted.
- 4.7. The Customer remains responsible for its own cybersecurity governance, technical security controls, email security, endpoint security, access control, password hygiene, backup, incident response, compliance and business continuity arrangements.

5. Service Providers and Platform Dependency

- 5.1. The Customer acknowledges that the Service may depend on ESET and other Service Providers, including training platforms, phishing simulation providers, cloud services, hosting providers, identity providers, email platforms, distributors, contractors and subcontractors.
- 5.2. StarHub shall not be liable for any failure, delay, interruption, degradation, suspension, termination, data loss, change in functionality, change in price, service limitation, email delivery issue or security issue caused by or attributable to a Service Provider, the Customer's systems, the Customer's email platform, the Customer's identity provider, the Customer's internet connectivity or any system not owned or controlled by StarHub.
- 5.3. Where a Service Provider changes, suspends, withdraws or replaces any platform, software, service, content, licence, feature, support scope or technical requirement, StarHub may make reasonable changes to the Service to continue providing the Service or to comply with such Service Provider requirements.
- 5.4. The Customer agrees to comply with all applicable Service Provider terms, licence restrictions and acceptable use requirements notified to the Customer or made available by StarHub or the relevant Service Provider.

6. Phishing Simulations

- 6.1. Phishing Simulations, where included, are intended solely for authorised internal cybersecurity awareness and training purposes for the Customer's own organisation.
- 6.2. The Customer is responsible for ensuring that Phishing Simulations are appropriately authorised internally and comply with applicable laws, employment policies, employee notices, data protection requirements and internal governance requirements.
- 6.3. The Customer is responsible for configuring, maintaining and validating required allowlisting, mail routing, spam filtering, security gateway or email platform settings required for Phishing Simulations to be delivered to Learners.
- 6.4. StarHub does not guarantee that all Phishing Simulation emails will be delivered, opened, reported,

blocked, clicked, tracked or measured accurately, as results may depend on email filters, security tools, browsers, privacy settings, mail clients, user behaviour, network conditions and third-party systems.

- 6.5. StarHub may suspend or restrict Phishing Simulations if StarHub reasonably believes the Customer's use may be unlawful, harmful, abusive, misleading, unauthorised, security-compromising or likely to affect StarHub, its Service Providers or third parties.

7. Service Commencement, Subscription Term and Billing

- 7.1. Service Commencement shall occur when the Service is activated, provisioned, made available, first performed, or deemed ready for use by the Customer, whichever is earlier.
- 7.2. Billing shall commence from the Service Commencement date, regardless of whether the Customer has completed onboarding, uploaded all Learners, started training, completed training, launched Phishing Simulations or used all available licences.
- 7.3. Unless otherwise stated in the Service Application Form, quotation or order form, the Service is provided on a recurring subscription basis for the Initial Term stated in the applicable order.
- 7.4. Charges may include recurring subscription charges, one-time setup charges, onboarding charges, training licence charges, learner charges, Phishing Simulation charges, integration charges, professional service charges, support charges and any other charges stated in the Service Application Form, quotation, proposal or written agreement.
- 7.5. If the Customer adds more Learners, administrators, business units, domains, entities, campaigns, features, integrations, support scope or Service Provider licences during the Initial Term, StarHub may charge additional fees on a pro-rated basis or from the applicable activation date.
- 7.6. Unless otherwise agreed in writing, all Charges are exclusive of GST and other applicable taxes.

8. Renewal, Suspension and Termination

- 8.1. Unless otherwise stated in the Service Application Form or agreed in writing, the Service shall renew automatically upon expiry of the Initial Term for successive renewal terms at StarHub's then-current Charges and terms. Such renewal period shall be the same duration as the Initial Term ("Renewal Term").
- 8.2. If the Customer does not wish to renew the Service, the Customer shall provide StarHub with at least three (3) months' prior written notice before expiry of the Initial Term or applicable Renewal Term.
- 8.3. The Customer may not terminate the Service before the expiry of the Initial Term or any applicable renewal term except with StarHub's prior written approval. If StarHub permits early termination, or if the Service is terminated before the end of the Initial Term or renewal term for any reason attributable to the Customer, the Customer shall immediately pay StarHub all Charges incurred up to the effective termination date and the full amount of all remaining recurring Charges for the unexpired portion of the Initial Term or renewal term, together with any committed subscription charges, Service Provider charges, unpaid licence charges, deactivation charges and other amounts payable under the Agreement.
- 8.4. StarHub may suspend, restrict or terminate the Service in accordance with StarHub's Business General Terms & Conditions, including where the Customer fails to pay Charges, breaches the Agreement, exceeds usage limits, misuses the Service, compromises security, or where suspension or termination is required by law, regulatory authority or a Service Provider.
- 8.5. Upon expiry or termination, the Customer shall be responsible for downloading or retaining any required

reports, records, certificates, completion summaries or campaign results before access ends, subject to platform availability and applicable data retention rules. StarHub shall not be liable for any loss of access, missing record, training disruption, reporting gap, audit finding or data loss arising from expiry or termination of the Service.

9. Data, Privacy and Security

- 9.1. To provide the Service, StarHub and its Service Providers may collect, access, process, transmit, store, analyse or review information relating to the Customer and Learners, including names, business email addresses, roles, departments, training enrolment data, training progress, quiz results, completion status, certificates, Phishing Simulation activity, campaign results, IP addresses, device/browser information, logs, reports and other technical or operational data.
- 9.2. The Customer represents and warrants that it has obtained all necessary consents, notices, authorisations and rights required under applicable laws, including personal data protection laws and employment-related requirements, to allow StarHub and its Service Providers to process such data for the purpose of providing, supporting, securing, improving, reporting on and administering the Service.
- 9.3. StarHub will handle Customer data in accordance with applicable law, the Agreement and StarHub's applicable data protection policies. The Customer acknowledges that Service Providers may process data in accordance with their own applicable terms, privacy notices, data processing terms and security practices.
- 9.4. The Customer acknowledges that the Service may involve the transfer, processing or storage of data outside Singapore, depending on the relevant Service Provider, cloud platform, support location or service architecture.
- 9.5. The Customer remains responsible for determining whether the Service and any related data processing, learner monitoring, reporting or Phishing Simulation arrangements are suitable for its own legal, regulatory, contractual, HR, internal policy and data protection requirements.

10. Reports, Training Records and Recommendations

- 10.1. Any report, dashboard, training record, completion status, score, certificate, Phishing Simulation result, recommendation, alert, notification or assessment provided as part of the Service is provided for informational, training and operational purposes only.
- 10.2. StarHub does not warrant that any report, dashboard, training record, score, certificate, Phishing Simulation result, recommendation or assessment is complete, error-free, up to date, or sufficient to satisfy the Customer's legal, regulatory, insurance, audit, certification, HR or compliance requirements.
- 10.3. The Customer is responsible for deciding whether to act on any report, dashboard, training record, score, certificate, Phishing Simulation result, recommendation or assessment provided as part of the Service.

11. Service Levels and Support

- 11.1. Unless a separate service level agreement is expressly agreed in writing, StarHub will provide the Service on a commercially reasonable efforts basis.
- 11.2. Support requests must be submitted through the support channels notified by StarHub. The Customer

shall provide all information reasonably required to investigate and respond to support requests.

- 11.3. StarHub's ability to provide support may depend on the Customer providing timely access, complete information, screenshots, logs, learner details, administrator permissions and cooperation from the Customer's internal teams and third parties.
- 11.4. StarHub shall not be responsible for any delay or failure to provide support caused by the Customer's delay, incomplete information, lack of access, unsupported configuration, email filtering issue, third-party system issue or event outside StarHub's reasonable control.

12. Intellectual Property

- 12.1. All intellectual property rights in the Service, Training Platform, curriculum, training modules, videos, quizzes, certificates, phishing templates, dashboards, software, tools, documentation, reports, templates, methodology, know-how, processes and materials provided by StarHub or its Service Providers shall remain owned by StarHub, its licensors or its Service Providers, as applicable.
- 12.2. The Customer shall not copy, modify, translate, reverse engineer, decompile, resell, sublicense, distribute, record, publish, reproduce, interfere with or attempt to gain unauthorised access to any software, platform, training content, phishing template, tool, system or service provided as part of the Service, except to the extent expressly permitted in writing.

13. Disclaimer and Limitation

- 13.1. The Service is provided on an "as-is" and "as-available" basis to the maximum extent permitted by applicable law, except as expressly stated in the Agreement.
- 13.2. StarHub does not warrant that the Service will be uninterrupted, error-free, vulnerability-free, threat-free, false-positive-free or false-negative-free, or that it will prevent all human error, phishing, social engineering, malware, data loss, unauthorised access, fraud, cyberattacks, security incidents or business interruption.
- 13.3. StarHub shall not be liable for any loss, damage, cost or expense arising from or in connection with:
 - 13.3.1. any Learner action or omission before, during or after the Service, including clicking links, disclosing credentials, failing to report suspicious content or failing to complete training;
 - 13.3.2. training content, campaign results, reports, scores, completion records, certificates or dashboards being incomplete, delayed, unavailable or inaccurate;
 - 13.3.3. Phishing Simulation emails being blocked, quarantined, delayed, deleted, modified, misclassified or not delivered due to email filters, security tools, user settings, browser settings or third-party systems;
 - 13.3.4. the Customer's failure to provide accurate learner information, timely access, cooperation, internal approvals, notices or required configurations;
 - 13.3.5. any Service Provider, cloud platform, email platform, identity provider, internet connection, Customer system or other system outside StarHub's reasonable control;
 - 13.3.6. the Customer's failure to maintain cybersecurity controls, policies, user awareness, incident response procedures or business continuity arrangements; or

13.3.7. any HR, disciplinary, employment, legal, compliance or management decision made by the Customer based on the Service.

13.4. Nothing in these Service Specific Terms limits or excludes any liability that cannot be limited or excluded under applicable law.

14. Confidentiality

14.1. Each party shall keep confidential all Confidential Information received from the other party in connection with the Service, in accordance with StarHub's Business General Terms & Conditions.

14.2. The Customer acknowledges that StarHub may share relevant Customer information with its Service Providers, contractors, employees and representatives to the extent necessary to provide, support, secure, administer and improve the Service.

15. Changes to these Service Specific Terms

15.1. StarHub may amend, update or replace these Service Specific Terms from time to time in accordance with StarHub's Business General Terms & Conditions.

15.2. The latest version of these Service Specific Terms may be published on StarHub's website or otherwise made available to the Customer.

16. General

16.1. The Customer agrees that the Service is a business service and is provided for business use only.

16.2. If any provision of these Service Specific Terms is found to be invalid, unlawful or unenforceable, the remaining provisions shall continue in full force and effect.

16.3. These Service Specific Terms shall continue to apply for so long as the Customer subscribes to, uses or receives the Service from StarHub.