

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS
SUPER DIRECT SERVICE

These are our Service Specific Terms & Conditions for our Super Direct Service, 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 In order to subscribe to the Services, you must:

1.1.1 be a business or corporate entity;

1.1.2 not have, at the time of application of the Services, any outstanding accounts with us that are due and owing to us; and

1.1.3 have a Service Address to which the Services will be provided in Singapore.

1.2 We will provide the Services to the Service Address as stated in the application form or such other Premises as may be agreed by us from time to time. If you wish to change the Service Address, you must notify us promptly and such change is subject to our written approval.

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. Providing the Service

2.1 The lead time for providing and delivering the Services is subject to availability of resources. We will advise you on the relevant lead time and ready for service ("**RFS**") date for your order. We do not warrant that the Services will be ready by the RFS date and reserve the right to change the same without liability to you. If we are unable to provide the Services by the RFS date, will give you a new RFS date, and you will have no claim against us for our failure to provide the Services by the RFS date.

2.2 If you request to defer the provision of the Services to a date after the RFS date we originally agreed to, you will be liable to pay a reservation fee at our prevailing rate(s).

2.3 At all times, the provision of all our products and Services shall be subject to our and/or our third party supplier's prevailing network coverage, Service availability and availability of resources.

2.4 We will not be responsible for any delay and/or failure of the performance of the Services, arising and/or resulting from any delay and/or failure caused by any third party (such as a supplier), including a third party's delay and/or failure to deliver or provide any part of the Services. The Services are provided on a commercially best efforts basis.

2.5 If you cancel your application for the Services before the RFS date, you shall pay us our prevailing cancellation Charge, which shall be equivalent to the standard installation Charge of the Services.

3. Minimum Period of Service

3.1 The initial Minimum Period of Service for the Services is 12 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 4.1 below. Upon expiry of the initial Minimum Period of Service, the Services will be renewed automatically on a monthly basis.

3.2 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.

3.3 If we agree to any changes to the Services as requested by you (including any upgrade/downgrade of 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.

4. **Duration of Services**

4.1 The Services under this Agreement will commence on the RFS date as notified by us to you in accordance with paragraph 2.1 above.

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 Clause 7.1 below.

4.3 Except for the Equipment, you are solely responsible for providing all other equipment, hardware, software, telecommunications services and power supply necessary to connect to and use 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 networks 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 network availability and our area of coverage at the time at which the Services are requested or delivered;

4.5.2 geographic and technical capacity of our Network and of our delivery systems at the time at which the Services are requested or delivered; and

4.5.3 provisioning time for the Services and/or the Equipment. Such provisioning time will be determined or changed by us in our discretion without liability to you.

5. **Equipment**

5.1 Any equipment that is not supplied by us will not be supported by us.

5.2 Any equipment (other than the Equipment) used by you to access and use the Services must meet all applicable standards as may be prescribed by the relevant regulatory authorities and us.

5.3 You will bear all risks of loss or theft, or damage to, the Equipment, from the time you receive the Equipment.

5.4 You must keep the Equipment in a suitable place and appropriate conditions for the Equipment, including any necessary electrical power supply. You must also use the Equipment in accordance with the guidelines, instructions or specifications given to you.

5.5 If you receive any Equipment new from us and the Equipment includes a warranty at the time of receipt, you must refer to the warranty document provided with the Equipment for information on the limitation and disclaimer of certain warranties. Remedies for breach of any warranties will be limited to those expressly set out in the warranty document. Your sole and exclusive remedy for any

defect in the Equipment will be according to the terms of the manufacturer's warranty only and you have no claim against us for any defects.

- 5.6 We reserve the right to charge you at our standard rates for responding to a service call or request to change, replace or reconfigure any defective equipment. We may not charge you if we subsequently determine that the malfunction or defect is not caused by or attributable to your act, omission, equipment or systems.
- 5.7 You must comply with all applicable laws and instructions, notices or directions issued by the relevant regulatory authorities or us from time to time regarding the installation, use, operation and/or upgrade of the Equipment.
- 5.8 Once we notify you, you must grant us access to the Equipment and the software embedded therein as and when we deem necessary or desirable to carry out any Equipment upgrade.
- 5.9 You must not use the Equipment in conjunction with any application, equipment, hardware, software or network other than in the manner that we approve.
- 5.10 You are solely responsible for the Equipment and must not modify or in any way interfere with it, nor allow anyone else (other than a person authorised by us) to do so. You will not change the electronic serial number or equipment identifier of the Equipment or perform a factory reset of the Equipment without our prior written consent. We reserve the right to suspend or terminate your Services if we determine that you have tampered with the Equipment.
- 5.11 You will be solely responsible for the Content and data retrieved, stored or transmitted through the Services and/or the Equipment.

6. **Your Responsibilities**

- 6.1 You are responsible for the use of the Services under your account(s) and for any Content disseminated through your account(s).
- 6.2 You must not use or allow any part of the Services to be used:
 - 6.2.1 to transmit or post any Content which may be defamatory, offensive, indecent, objectionable or illegal, or which may cause annoyance, harassment, irritation, inconvenience or anxiety to anyone. This includes transmitting or posting junk mail, spam, chain letters, solicitations (commercial or non-commercial) or distributing mail to any party who has not given permission to be included in the distribution;
 - 6.2.2 to transmit or post any Content which may give rise to civil liability or otherwise violate any applicable laws, rules or regulations;
 - 6.2.3 to transmit any Content that contains viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programs;
 - 6.2.4 to make or attempt any unauthorised access to any part or component of the Services, the Network or any third party systems or networks to which you can connect through the Services directly or otherwise;
 - 6.2.5 to disrupt the various networks that are connected to the Services or violate the regulations, policies or procedures of such networks;
 - 6.2.6 to collect and/or disseminate information about others or their email addresses without their consent;

- 6.2.7 for any fraudulent, illegal or improper purposes or to violate anybody's rights or in any way which may affect other users' enjoyment of or access to any service or cause annoyance, harassment, irritation, inconvenience or anxiety to anyone;
- 6.2.8 in any manner or for any purpose which may constitute a violation or infringement of the rights of any party including their intellectual property or confidentiality rights; and
- 6.2.9 to be resold or otherwise provided to third parties without our prior written consent, whether for profit or not.

7. **Paying for the Services**

- 7.1 You are liable to pay a recurring subscription Charge for the Services at the prevailing prescribed rate(s). You will be billed in advance for the subscription Charge at monthly intervals or such intervals as we may decide.
- 7.2 Billing and payment disputes that may be raised by you will be treated in accordance with our Business General Terms and Conditions.

8. **Installation and Additional Charges**

- 8.1 You will provide us, our employees and contractors safe access to your Premises to perform this Agreement (including the installation or collection of the Equipment). You represent and warrant that you are the lawful owner or occupier of such Premises and that you have obtained all necessary consents, licences and permits to allow us, our employees and contractors such access.
- 8.2 During the service call for installation, we are not obliged to provide any services apart from installation of the Services and/or the Equipment.
- 8.3 You are solely responsible for any Service failure due to changes you have requested to the system configurations. You will bear any Charges for rectifying such failure caused by you or any third parties.
- 8.4 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.
- 8.5 If we are of the opinion that the installation of the Services at the Service Address would result in or cause:
 - 8.5.1 any risk of injury to any person;
 - 8.5.2 the use of equipment which is not commonly used in the installation of the Services;
 - 8.5.3 the relocation of any structure, fixture or fitting at the Service Address;
 - 8.5.4 costs, expenses or manpower resources which exceed the amount usually required on our part to install the Services; or
 - 8.5.5 us to provide any services which are not usual or are 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.

- 8.6 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.
- 8.7 You will be responsible for the care and maintenance of all our Equipment at your premises.
- 8.8 If you report a fault and either no fault is found or we determine that the fault is not due to our Network, Equipment or installation, then you must (if we require):
- 8.8.1 pay us a fee for the fault report at our prevailing rate; and
 - 8.8.2 reimburse us for all other costs (including labour and transport charges) incurred by us for attending to your request.

9. **Liability**

- 9.1 The Services (including any installation or support Service) are 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 which may arise from the following:
- 9.1.1 an act or omission of an underlying carrier, Service Provider, vendor or other third party;
 - 9.1.2 equipment, network or facility failure;
 - 9.1.3 equipment, network or facility upgrade or modification;
 - 9.1.4 force majeure events such as acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and governmental actions;
 - 9.1.5 equipment, network or facility shortage;
 - 9.1.6 equipment or facility relocation;
 - 9.1.7 service, equipment, network or facility failure caused by the loss of power to you;
 - 9.1.8 any act or omission by you or any person using the Service or Equipment provided to you;
 - 9.1.9 any third party's service, equipment, software, network or facility;
 - 9.1.10 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.
- 9.2 Specifically, we do not warrant:
- 9.2.1 that 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;
 - 9.2.2 the accuracy, reliability or quality of any Content obtained through the Services or that defects in any Software will be corrected; and/or

- 9.2.3 that the Services and access to them are error-free, secure, uninterrupted, or available at all times.
- 9.3 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 or statute. This exclusion applies for our benefit and that of the Service Providers whose networks are connected to each other or to the Network, all companies, directly or indirectly owned, wholly or partly owned or controlled by us or any of these parties, and all their officers, employees, contractors and agents or anyone else to whom we or these parties are responsible ("**the 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.
- 9.4 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.
- 9.5 If any of the exclusions of liability set out in this paragraph 9 does not apply, our liability will not exceed the lower of (i) your preceding month's Charges applicable to the Services in question; or (ii) S\$5,000/- for any event or for any series of connected events. Further, our aggregate liability in any 12-month period will not exceed the lower of (a) your preceding 12-months' Charges applicable to the Services in question; or (b) S\$10,000/-.
- 9.6 The exclusions of liability above do not apply to any liability for death or personal injury resulting from our negligence or to any liability which cannot be lawfully excluded or restricted under the Unfair Contract Terms Act (Cap. 396).
- 9.7 The relevant Affiliate and/or Service Provider providing the Services or carrying out the actions set out in this Agreement shall be responsible for its acts or omissions.
10. **Resale**
- 10.1 The Services are provided to you solely for your own business use. You must not resell or transfer the Services or the Equipment (which we lease or rent to you) to third parties without our prior written consent, whether or not for profit or otherwise. We reserve the right to immediately suspend or terminate your Services if we determine, in our absolute discretion, that you use the Services for any of the aforementioned or similar activities.
11. **Additions, Changes & Cancellations**
- 11.1 Applications for additional Services or request for changes to be made to existing Services must be given to us in writing. Charges may be imposed for additions, changes and cancellations.
- 11.2 For Service upgrades, the Minimum Period of Service shall commence on the Start Date of your upgraded Service unless we specify otherwise.
- 11.3 Any downgrade of the Services requires our prior written approval. Any Service downgrades within the Minimum Period of Service shall be deemed as a termination of the Services and early termination Charge(s) (described in paragraph 13.2.1 below) shall apply. You will have to pay the standard installation Charge of the Services that you have downgraded and the Minimum Period of Service commences on the Start Date of your downgraded Services, unless we specify otherwise.
- 11.4 If you cancel your application for the Services before the RFS date, you shall pay us the Charges specified in paragraph 2.5 above.

11.5 There shall be no rescheduling of appointment for installation under any circumstances. Otherwise, the rescheduling shall be considered a cancellation and you shall incur the Charges as stated in paragraph 2.5 above.

12. Relocation

12.1 Relocation for both ends of any circuit will be deemed as a termination of the Services, and the relevant early termination Charges (described in paragraph 13.2.1 below) shall be payable by you if terminated within the Minimum Period of Service.

12.2 For hot bandwidth upgrade or relocation, a customer maintenance window will be required for testing purposes.

13. Ending and Suspending the Services

13.1 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 13, this Agreement or the Services hereunder may be terminated by either party giving at least 30 days' written notice to the other party.

13.2 If you give us notice that ends during the applicable Minimum Period of Service:

13.2.1 you must immediately pay us the early termination Charges equivalent to the aggregate of the monthly recurring Charges for the remainder of the unfulfilled Minimum Period of Service;

13.2.2 where applicable, you must immediately pay us all amounts that are imposed by a third party which may be incurred by us arising from and in connection with the termination of the Services or this Agreement; and

13.2.3 you shall immediately reimburse us for any complimentary services provided by us at the prevailing rate(s), and for any and all other discounts, waivers and subsidies that have been received by you, unless we specify otherwise.

13.3 If the Services or this Agreement are/is terminated pursuant to paragraph 5.10 or 10.1 above, or paragraph 13.4 or 13.5 below, you will compensate us for any damages or losses we may suffer because of the termination. In addition, if such termination occurs during the applicable Minimum Period of Service, you have to pay us the sums referred to in paragraph 13.2 above.

13.4 In the event of any of the following:

13.4.1 you breach any of the terms and conditions of this Agreement or any other agreement you have with us;

13.4.2 you become or are likely to become bankrupt or insolvent, or die;

13.4.3 you make any arrangement or composition with or assignment for the benefit of your creditors or go into either voluntary or compulsory liquidation or a receiver, trustee, judicial manager or administrator is appointed over any of your assets;

13.4.4 the equivalent of any of the events referred to in paragraphs 13.4.2 and 13.4.3 above under the laws of any relevant jurisdiction occurs to you;

13.4.5 you provide incorrect, false, inaccurate or incomplete information to us;

13.4.6 the requirements of any relevant regulatory authority result in us having to stop providing the Services or to provide the Services in a manner which is unacceptable to us;

13.4.7 we believe you are likely to create imminent harm (such as interruption, disruption, congestion, signal leakage and any Unauthorised Act) to our Network or any third party's networks or systems or our provision of the Services, or defraud us, or are likely to create imminent harm or harass or are abusive to our personnel; or

13.4.8 for any reason beyond our control (including loss of any licence, way-leave or easement, requirements of any governmental or regulatory authority or orders by the court and cessation or failure to deliver by a third party supplier) we are unable to provide the Services,

we may suspend or terminate all or any part of the Services or terminate this Agreement with 7 working days' notice (for paragraphs 13.4.1 and 13.4.5 above) or with immediate effect (for paragraphs 13.4.2, 13.4.3, 13.4.4, 13.4.6, 13.4.7 and 13.4.8 above) in each case without compensation to you and without prejudice to our rights to damages for any antecedent breach by you of this Agreement. You may immediately contact our business helpdesk or our account manager to tell us why such suspension or termination should not occur. We will consider each case and where we deem appropriate, will not proceed with the suspension or termination of such account or take any other appropriate action where necessary.

13.5 If we suspect that you are using or allowing the Services to be used for fraud, misconduct or any other illegal or improper purpose, we will refer this to the relevant authorities and comply with directions or guidelines issued by them without notice or reference to you.

13.6 If and when you make good any breach or default, we may restore any suspended or terminated Services after you have paid for any reinstallation, restoration or re-connection Charges and reimbursed us for our reasonable costs in suspending or terminating the Services.

13.7 If the Services are terminated:

13.7.1 all sums due, accruing due or payable to us in respect of the Services and if applicable, the Equipment, up to the date of termination (including late payment Charges) will, upon the termination, become immediately due and payable to us. There will be no refund of any Charges paid to us for any equipment (including the Equipment) purchased from us; and

13.7.2 you must immediately return to us all Equipment which we may have leased or rented to you in respect of the Services, in good condition. We will be entitled to charge you (i) all costs incurred in repossessing or acquiring replacement for any such Equipment which you have failed to return to us; and/or (ii) at our standard prescribed rates for acquiring a replacement for any Equipment which is returned to us in a damaged or defective condition.

13.8 In addition to paragraph 13.6 above, we reserve the right to charge you our prevailing reactivation Charges for restoring any suspended or terminated Services. Restoration of any Services is subject to our absolute discretion.

13.9 The termination of this Agreement will not affect any accrued rights or remedies of either party against the other party.

14. **Other Legal Matters**

14.1 **Indemnity**

14.1.1 You must indemnify us, our Affiliates, employees, directors, agents and suppliers against all claims, damages, losses and liabilities resulting from your use of the Services, your negligence, omission, act or breach of this Agreement.

14.2 Changes to this Agreement

14.2.1 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 may also from time to time withdraw, suspend, or change any of the Services. We will try, where we reasonably can, to give you advance notice of such changes, and we will notify you of such changes in writing or via our website, or such other form as we may decide. The display of the revised terms and conditions on our website will constitute notice of the changes and your continued use of the Services will be taken as acceptance thereof.

14.3 Matters beyond our Control

14.3.1 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 the Network 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), epidemics of infectious diseases or acts of terrorism.

14.3.2 In addition:

- (a) 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; and
- (b) the Services may occasionally be affected by interference caused by objects beyond our control such as buildings, underpasses and weather conditions. When this happens, we will not be responsible for any interruption or disruption of the Services or if you cannot access or use the Services.

14.4 Meanings

This paragraph 14.4 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

14.4.1 "**Affiliate**" means any related or associate company of StarHub Ltd including their successors, assigns, employees and agents.

14.4.2 "**Content**" means all information, text, sound, music, Software, photographs, videos, graphics, data, messages, links or other materials.

14.4.3 "**Equipment**" means any equipment (including any router) which we may provide to you in connection with the provision of the Services.

14.4.4 "**Network**" means all networks owned, maintained or operated by us, leased to us and/or licensed to us, through which we provide the Services to you.

14.4.5 "**Premises**" means the property bearing the Service Address which is connected to the Network.

- 14.4.6 "**RFS**" shall have the meaning set out in paragraph 2.1.
- 14.4.7 "**Service Address**" means the address of the Premises at which we agree to provide the Services to you.
- 14.4.8 "**Services**" means StarHub's Super Direct Service which means the local leased circuit with both its originating and terminating ends located locally.
- 14.4.9 "**Software**" means any software programmes provided to you as part of or through the Equipment or Services, or which allow you to access or use the Services, including any software upgrades or updates.
- 14.4.10 "**the Relevant Parties**" shall have the meaning set out in paragraph 9.3.