

**STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS
BROADBAND SERVICES**

These are StarHub's Service Specific Terms & Conditions for customers who have subscribed for or who have purchased our broadband Services, including Fibre Broadband, broadband-related value-added Services and promotions (collectively, the "**Broadband Services**").

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I. SECTIONS

I.1 These Service Specific Terms & Conditions for Broadband Services are divided into the following sections:-

- (i) Section A: General Provisions on Usage
- (ii) Section B: Fibre Broadband Service
- (vi) Section C: Fibre Home Broadband (12-month contract)
- (vii) Section D: Fibre Home Broadband (24-month contract)
- (viii) Section E: Google WiFi Router and Smart WiFi
- (ix) Section F: Monthly Equipment Instalment
- (x) Section G: JuniorProtect Basic
- (xi) Section H: JuniorProtect Plus
- (xii) Section I: Wireless Assessment

I.2 For the avoidance of doubt, Section A will apply to Section B of these Service Specific Terms & Conditions. Apart from the above, only the Section(s) relating to the Services which you have subscribed for or used or purchased would apply to your relationship with us.

2. SERVICE SPECIFIC TERMS & CONDITIONS

- 2.1 In addition to the Service Specific Terms & Conditions, there may be other Service Specific Terms & Conditions which would apply specifically to the Service that you have subscribed for or the value-added Services that you have purchased.
- 2.2 **The Terms & Conditions:** These Service Specific Terms & Conditions, together with the Consumer General Terms & Conditions, and other Service Specific Terms & Conditions form the terms of the contract between you, the consumer, and us, StarHub (collectively the "**Terms & Conditions**"). You agree to use the Broadband Services in accordance with the Terms & Conditions and our policies, guidelines, instructions, notices and directions as may be prescribed by us from time to time. The provisions of StarHub's Personal Data Protection Policy would also apply to your relationship with us.
- 2.3 **Capitalised terms:** Unless the context otherwise requires, capitalised terms not defined in these Service Specific Terms & Conditions have their meanings set out in the Consumer General Terms & Conditions.

SECTION A: GENERAL PROVISIONS ON USAGE

1. Eligibility for Services

1.1 **Residential use only:** Broadband Services are exclusively supplied to residential properties. Unless otherwise permitted by us in writing, our Broadband Services are only available to residential customers for residential use. Please refer to Clause 3.2 of this Section A for more details.

1.2 **Eligibility:** To be eligible for Broadband Services:-

1.2.1 you must be at least 18 years old; and

1.2.2 you must not have any outstanding accounts that are due and owing to us at the time of application.

1.3 We may decline your application at our discretion.

2. Period of Service

2.1 **Commencement date:** The Broadband Services will commence on:-

2.1.1 the date you purchase the Equipment if you purchase the Equipment directly from us and conduct your own self-installation thereafter;

2.1.2 the date of activation of the Service to the Equipment at the Service Address if the Equipment is purchased from any of our authorised resellers and you conduct your own self-installation of the Equipment thereafter;

2.1.3 the date of successful on-site installation of the Equipment by us, if you request for us to install the Equipment; or

2.1.4 such other date as may be stated in the application form or work order or otherwise approved by us in writing.

2.2 This Agreement will continue unless terminated according to the provisions of this Agreement.

3. Service

3.1 **Provision of Services:** We will provide the Broadband Service to you at the Service Address in accordance with the particulars set out in the relevant service agreement or work order, unless your relationship with us is terminated in accordance with the Terms & Conditions.

3.2 **Residential use only:** Unless otherwise permitted by us in writing, the Service will be provided to you at the Service Address for residential use only and you may access and use the Service from and at the Service Address. Any use of the Service for commercial or business purpose or any other non-residential use, whether by you or any other persons at the Service Address is a breach of these Terms & Conditions.

3.3 **Agents:** Where an agent enters into a service agreement (including but not limited to a management corporation for and on behalf of subsidiary proprietors, or an employer for and on behalf of employees), the agent warrants that the supply of the Broadband Services is to residential properties only.

3.4 **Activation fee:** A standard fee will be chargeable by us for activating the Service to any Equipment obtained by you for access at the Service Address.

3.5 **Changes to Service particulars:** You may request for us to change, from time to time, the Service particulars set out in the relevant service agreement or work order, subject to our confirmation and payment of a standard administrative fee chargeable by us. In the event of such change, the subscription fees payable and the Service particulars will be amended accordingly. For the avoidance of doubt, you will continue to be liable for the payment of such revised subscription fees pursuant to Clause 4.1 of this Section A.

4. **Billing**

4.1 **Subscription fees:** You are liable to pay a recurring subscription fee for the Service at the prescribed rate(s). You will be billed in advance for the subscription fees at monthly intervals or such intervals as may be approved by us, unless you elect to prepay the subscription fees.

4.2 **Late payment fee:** You will be subject to a standard late payment fee if payment is not made by the relevant due date.

4.3 **Payment methods:** You may make payment through GIRO 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.

5. **Equipment**

5.1 **Loss or damage:** We will not be responsible for the Equipment or any related hardware or Software comprised therein, or any loss or damage caused by or as a result of the use of such Equipment, hardware or Software, whether in conjunction with the Service or not.

5.2 **Interruptions and disruptions:** Without prejudice to the foregoing, we will not be responsible for any interruption, disruption to or deterioration in the quality, reliability or accuracy of the Service or for any technical issues that may arise in connection with your use of such Equipment, hardware or Software. You may wish to consult the Equipment manufacturer directly on how to maximise your use of the Equipment.

5.3 **Equipment provided by a third party:** We will not be responsible for any failures or delays in the supply of any Equipment provided by a third party.

5.4 **Your responsibilities:** You must comply with all applicable laws and instructions, notices or directions issued by the relevant Regulatory Authority or us from time to time in respect of the installation, use, operation or upgrade of the Equipment.

6. **System requirement**

You are responsible for ensuring that your personal computers, laptops, devices and other related accessories and systems meet the Service's minimum system requirements as may be stipulated by us, and that they are compatible and may properly function and inter-operate with the Equipment, the Service and the Network. We will not be liable for any Equipment, Service or Network failure or performance degradation resulting from the non-compliance of such requirements as set by us from time to time. You acknowledge and accept that certain applications are not supported by the Service.

7. **Usage of the Services**

You must not use or permit the use of the Service for the purposes of providing or operating any server services (including but not limited to HTTP/web, SMTP/mail and FTP/file transfer services).

8. Installation

8.1 **Access to Premises:** Should you request for installation of Equipment at your Premises or when we have to collect Equipment from your Premises, you will provide us, our employees and contractors safe access to your Premises for such installation or collection. You represent and warrant that you are the lawful owner or occupier of such Premises and that you have obtained all necessary permissions to allow us, our employees and contractors to provide such installation and/or collection.

8.2 **Post-installation:** You shall be solely responsible if a Service fails due to subsequent changes to the system configuration made by you or any other third party after our successful installation. Any Charges to rectify such fault will be borne by you.

8.3 **Charges:** Standard Charges will apply for the installation or collection of the Equipment at your Premises.

9. Transfer speed

9.1 **Factors affecting transfer speed:** You acknowledge and accept that as with any network, actual data transfer speed experienced by you when using the Service is affected by many factors for which we are not responsible for including without limitation:-

9.1.1 overall network traffic condition;

9.1.2 performance and configuration of your computer or equipment (including wireless devices) connected to the Network;

9.1.3 type of data accessed, whether non-cached or cached data;

9.1.4 location and configuration of the accessed server;

9.1.5 performance characteristics of each component of the data network, the number of users and the extent of all users' compliance with such conditions and requirements as set out by us; and

9.1.6 the performance characteristics and location of wireless devices used to receive the Services including but not limited to distance, physical environment such as walls, pillars, tunnel, walk ways, reflective surfaces, compatibility of Wi-Fi standards between devices, encryption standards, interference of other electronic devices and congested wireless channels.

9.2 **No guarantee:** You further acknowledge that we do not warrant or give any guarantee on the data transfer speed or any other aspect of the Service. We hereby exclude all warranties, whether express or implied by law, regarding the use of the Service (including without limitation the accessibility, reliability or accuracy of the Service) and the performance and/or condition of the Network.

10. Liability

10.1 **No warranties:** We expressly disclaim all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement to the fullest extent allowed by law. No advice or information whether oral or written,

obtained by you from us or through the Service will create any warranty not expressly made in this Agreement.

- 10.2 **Your responsibility:** You will be solely responsible for the Content/data retrieved, stored or transmitted through the Service and/or the Equipment. You are advised to back up all important files on your personal computers, laptops, devices or other systems. We will not be responsible for any corruption, loss or deletion of Content/data which you retrieve, store or transmit through the Service and/or Equipment.
- 10.3 **Remedy:** If you are dissatisfied with the Service or with the Content, products or services available on or through the Service or with any of these Terms & Conditions, you may discontinue your access and use of the Service or terminate the Service in accordance with these Terms & Conditions.

11. **Proprietary rights**

All Content contained in sponsor advertisements or presented to you through the Service by us, our advertisers, content/applications providers or third parties, are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You agree that you are only permitted to use such Content as expressly authorised by us, the advertiser, the provider or the third party in question. You are not permitted to copy, reproduce, distribute, or create derivative works from such Content without written authorisation from us, the advertiser, the provider or third party in question.

12. **Ending the Services**

12.1 **Termination events:** In the event:-

- 12.1.1 the Premises or the building within which the Premises is located is or has been disconnected from the Network for any reason whatsoever; or
- 12.1.2 we are unable to provide the Service or the Network connection 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 failure to deliver by a third party supplier),

we may suspend or terminate all or any part of the Service or terminate this Agreement with 7 working days' notice (for Clause 12.1.1 above) or with immediate effect (for Clause 12.1.2 above) without compensation and without prejudice to our rights to damages for any antecedent breach by you of this Agreement. You may immediately contact our customer service, either by calling our customer service line or visiting any of our customer service centres 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.

12.2 **Sums payable:** If the Service is terminated, the following sums will upon termination become immediately due and payable to us:-

- 12.2.1 all sums (including late payment charges) due, accruing due or payable to us in respect of the Service and if applicable, the Equipment, up to the date of termination; and
- 12.2.2 all sums (including late payment charges) due, accruing due or payable to us in respect of the Service and the Equipment up to the expiry of any instalment scheme that may be offered by us, and any early termination Charge payable for terminating the Service within the minimum

service period which you are obliged to observe to maintain the validity of the aforesaid instalment scheme.

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

13. Promotions

Promotions terms & conditions: For promotional offers and various subscription or access plans of the Service, additional terms & conditions will apply:-

- 13.1 all Promotions/Services are available until such date as we may determine;
- 13.2 Promotions are not valid with other discounts, promotions, offers or special packages, unless specified by us;
- 13.3 Promotions cannot be used to offset existing subscription Charges or outstanding balances due to us;
- 13.4 Promotions are non-exchangeable for cash or kind, and are non-refundable and non-transferable;
- 13.5 StarHub further reserves the right to revise any of these Promotion terms & conditions (including pricing plans) at its sole discretion without prior notice. Your use of StarHub Home Broadband Services will constitute acceptance of these Promotion terms & conditions and the amendments thereof;
- 13.6 Promotion terms & conditions shall be governed by the laws of Singapore and parties agree to be bound by the exclusive jurisdiction of the courts of Singapore; and
- 13.7 in the event of a dispute, your entitlement to this Promotion is subject to the sole discretion and final determination of StarHub.

14. General rate table

Further Charges¹ may apply in addition to the prevailing subscription fees, including those set out in the Rate Table below:-

| | Description of Charge | Amount of Charge (S\$) |
|------|--|--|
| 14.1 | Installation Fee | \$90.00 per computer connection |
| 14.2 | Installation of 3 rd party device | \$53.50 per device connection |
| 14.3 | Delivery Fee | \$12.84 per trip to the same Service Address |

¹ StarHub reserves the right to prescribe the rates for the fees at any time and without prior notice.

SECTION A: GENERAL PROVISIONS ON USAGE

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| 14.4 | Service Call Fee | Transport Charge | \$12.84 |
| | | Service Charge (this Service Charge will be waived if the problem is due to StarHub's equipment or network issue) | \$40.66 |
| 14.5 | Service Activation Fee | | \$56.71 |
| 14.6 | Collection Fee (Applies to collections from customer's Premises. This fee will be waived if the customer returns the Equipment personally within 7 days of the termination of service) | | \$12.84 |
| 14.7 | Disconnection Fee | | \$32.10 per disconnection of service |
| 14.8 | Voluntary Suspension Fee | | \$16.05 per month |
| 14.9 | Relocation Fee (such request requires advance notice of 2 weeks) | | \$120 per request to change residential Service Address |
| 14.10 | Late Payment Fee (for every 30 days of outstanding payment) | | \$5.35 |
| 14.11 | Returned Cheque Fee | | \$5.35 |

15. **Terminology**

| | |
|-----------|---|
| Charges | Refers to all activation/connection, disconnection, reconnection, subscription, installation, service call, cancellation, relocation, modification, suspension, fees relating to loss or damage of Equipment, applicable third party charges and administrative charges and other fees to be paid by you for or relating to the Service or the Equipment. The Charges will be in accordance with the rates in our prevailing rate tables available on our website or at our customer service centre |
| Equipment | Refers to any equipment we may provide, sell, lease, sub-lease or rent to you, or which is otherwise needed for the provision of the services and shall include the ONT, WHG or Wifi Router which has been type-approved by IMDA and us and which you use to obtain or access the Service |
| IMDA | Refers to the Info-communications Media Development Authority |
| ONT | Means the optical network terminal |
| Premises | Means the property bearing the Service Address, which is owned or occupied by you and connected to the Network |
| Service | Refers to the subscription fibre broadband Internet access service, known as 'MaxInfinity' or any other name we may specify from time to time, provided by StarHub Online Pte Ltd (Reg. No. 200501987Z) over the Network, including, where |

SECTION A: GENERAL PROVISIONS ON USAGE

| | |
|-----------------|---|
| | appropriate, the cabling, construction and connection service in order that you may access the Service |
| Service Address | Refers to the address of the Premises at which we agree to provide the Service |
| Software | Refers to any software programme and firmware including any upgrades provided to you as part of the Service or which allows you to access the Service |
| WHG | Refers to the wireless home gateway which has been type-approved by IMDA and us and which you use to obtain or access the service. |

SECTION B: FIBRE BROADBAND SERVICE**1. Applicability**

These are a set of terms and conditions which apply to subscribers of our Fibre Broadband Plans.

2. Minimum Period of Service

The Minimum Period of Service is 12 months from the commencement date as determined in accordance with Clause 2.1 of Section A. Upon expiry of the Minimum Period of Service, the Services will automatically continue based on our prevailing rates without any notice to you, until terminated in accordance with these Service Specific Terms and Conditions. Do note that the Minimum Period of Service of 12 months is not applicable for new sign-ups or re-contracts with effect from 28 March 2019.

3. Eligibility for Services

The provision of the Services is contingent on the Premises being fibre-ready and having a termination point within the property.

4. Deposit

We require a deposit from you if you are not a Singapore citizen or permanent resident as security for the Equipment. We may, at our discretion, require you to increase this deposit from time to time. You cannot require us to apply this deposit in payment of any Charges. We may, at our discretion, use this deposit at any time as we deem appropriate to offset any outstanding Charges and any amounts due under any of your accounts with us. Any remaining balance will be refunded to you without interest after this Agreement is terminated and you have paid all outstanding amounts due, accruing due or payable to us.

5. Specific Terms

5.1 Accessing the Service: To access and use the Service, you must obtain the WHG at your own cost. You may purchase it from any of our authorised resellers or us. Each WHG will be assigned two unique MAC IDs.

5.2 Subscription for Service: If you purchase the WHG from us directly, you must sign up for the Service simultaneously or ensure that you have an existing and effective subscription of the Service with us at the time of purchase.

5.3 Approval of WHG: All WHGs purchased by you (whether from our authorised resellers or us) to access the Service must be type-approved by IMDA and us and meet the relevant standards.

5.4 Usage only at the Service Address: You must ensure that the WHG will at all times be used only to receive the Service at the Service Address.

5.5 Swap or replacements: You must inform us immediately of any swap or replacement of the WHG so that we may update your MAC IDs in our system accordingly and permit the provision of the Service to continue at your Service Address with minimal disruption. A standard administrative fee may be chargeable by us for any request by you for a change of MAC IDs.

5.6 Defects: Any defect of the Equipment other than the ONT will be covered under the manufacturer's warranty only. If a defect occurs within the manufacturer's warranty period, you may notify the manufacturer directly and your sole and exclusive remedy shall be according to the terms of the manufacturer's warranty

- 5.7 **Defect of ONT:** In the event of any defect in the ONT, your sole and exclusive remedy shall be to obtain a replacement of the same or similar model of ONT, to be determined by us, from us.
- 5.8 **No modifications:** Save for any WHG purchased by you, the Equipment will remain at all times our property. You must not allow any person to modify such Equipment without our prior written consent.
- 5.9 **Updates and upgrades:** The Services and the firmware of the Equipment may be updated and upgraded from time to time, whether by us or upon your request. You are responsible for ensuring that all Equipment and Software (including those which we lease, rent or sub-lease to you) are duly updated and upgraded in order for the Equipment and Software to properly function and operate with the updated and upgraded Services. Such updates and upgrades that you are responsible for include procuring new Equipment and installing upgrades and updates in the Software. We will not be responsible or liable for any degradation in service quality including a reduction in the transfer speeds that you experience as a result of your failure to make the necessary updates, upgrades and replacements.
- 5.10 **Custody:** You must ensure that the Equipment will at all times remain in your custody at the Service Address and be used only to receive the Service.
- 5.11 **Charges:** 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, unless we subsequently ascertain that the malfunction or defect is not caused by or attributable to your act, omission, equipment or systems.
- 5.12 **Subscription Promotion:** For a limited period from 1 August 2019 until such time as may be determined by us, a discount of \$48.00 (the "Promotional Discount") is available to offset your purchase of one (1) StarHub-issued wireless router at the point of sales for re-contract customers who choose to upgrade to a higher available tier plan as set out below:
- (a) MaxInfinity 500 to MaxInfinity 1000;
 - (b) MaxInfinity 1000 to MaxInfinity 1000; or
 - (c) MaxInfinity 1000 to HomeHub Plus.

The Promotional Discount is non-exchangeable for cash or kind.

6. Installation

During the service call for installation, we are not obliged to render any services apart from installation of the Equipment with Ethernet connection and in a properly licensed computer environment, and you will not hold us liable for any loss (including loss of data, business or profits), damage or system failure arising thereof. You will ensure and be responsible for obtaining all requisite licences and consents for your computer system, including the software used therein.

7. Ending the Service

- 7.1 **Termination procedure:** Without prejudice 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 Clause 12 of Section A, the Service under this Agreement or this Agreement may be terminated in the following manner unless otherwise agreed in writing by you and us:-

7.1.1 by you giving us prior notice of at least:-

- (a) 1 month before the next billing cycle if you are an individual; or

- (b) 3 months if you are a corporation or business entity; or

7.1.2 by us giving you prior notice of:-

- (a) 1 month if you are an individual; or
- (b) 3 months if you are a corporation or business entity.

7.2 **Notice during Minimum Period of Service:** If you give us notice pursuant to Clause 7.1 above that ends during the applicable Minimum Period of Service, an early termination Charge will be imposed on you on top of the sums payable under Clause 12.2 of Section A.

7.3 **Compensation for Early Termination:** If the Service or this Agreement is terminated pursuant to the Consumer General Terms & Conditions or due to any event in Section A above, you shall compensate us for any damages or losses we may suffer because of the early termination, including the sums referred to in Clause 7.2 above.

8. Additional Terms for 2 Gbps Fibre Broadband Service

8.1 **Description:** The 2 Gbps Service consists of two (2) 1 Gbps lines on port 1 and port 3 of your ONT or VeONT. For the avoidance of doubt, when both ports are running concurrently the sum of the download speed is up to 2 Gbps and the sum of upload speed for both ports running concurrently is up to 1 Gbps.

8.2 **Eligibility:** You will only be allowed to use one ONT or VeONT for each 2 Gbps Service registered under the same NRIC/FIN and under the same account. If you are sharing the ONT or VeONT with another customer and wish to subscribe to the 2 Gbps Service, you will be automatically transferred to another ONT or VeONT when you change to the 2 Gbps Service and our prevailing Charges and applicable third party charges for activation of Service and installation of Equipment will apply.

8.3 **Limitations:** The 2 Gbps Service is subject to our typical download speed range set out in <http://www.starhub.com/personal/for-your-home/home-broadband/typical-broadband-speed-plans.html>. Speed testing on one Gigabits port at different times will show a maximum upload and download speed up to 1 Gbps. For the avoidance of doubt, the download speed of 2 Gbps is the combined speed of 2 Gigabits ports on our ONT or VeONT when tested with direct wired connections.

8.4 **Equipment:** The 2 Gbps Service is only available to selected ONT models: HG8040H, HG8240H, HG8040H5 and HG8240H5 or such other models as may be notified by us from time to time.

8.5 **Local networks:** For the 2 Gbps Service, each port will be assigned a single IP address.

8.6 **Not to be used with HomeHub Plans:** When you change to the 2 Gbps Service, your existing HomeHub Plan will be automatically and immediately terminated without notice. Each individual Service that is not terminated will continue to be in effect and we will continue to charge you at the prevailing rates for the individual Service at the time of termination.

9. Specific rate table for Fibre Broadband

Further Charges² may apply in addition to the prevailing subscription fees, including those set out in the Rate Table below:-

| | Description of Charge | Amount of Charge (S\$) |
|--|-----------------------|------------------------|
| | | |

² StarHub reserves the right to prescribe the rates for the fees at any time and without prior notice.

SECTION B: FIBRE BROADBAND SERVICE

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| | | | |
| 9.1 | Optical Fibre Termination Point Installation Fee | High Rise | \$160.50 |
| | | Landed | \$288.90 |
| 9.2 | Fibre Service Cancellation Charge (applies when the Service is cancelled before the ready-for-service date) | High Rise | \$235.40 |
| | | Landed | \$481.50 |
| 9.3 | Additional Fibre Cable Charge (required after (i) the initial 15 metres from fibre entry point for Pre-COPIF 2013 buildings and (ii) the initial 25 metres from fibre entry point (for COPIF 2013 buildings) | | \$2.14 per 5 metres |
| 9.4 | Equipment Deposit Fee (only applies to Long-Term Social Visit Pass and Passport holders) | | \$250.00 per Fibre Broadband Service for use of the ONT |
| 9.5 | Loss or Damage of Equipment | | \$235.40 per ONT |
| | | | \$256.80 per Voice-enable Optical Network Terminal |
| | | | \$85.60 per reactivation of each Optical Network Terminal |
| | | | \$6.42 per Fibre Patch Cord of 3 metres |
| | | | \$6.42 per Network LAN Cable of 3 metres |
| | | | \$8.47 per Fibre Power Adaptor |
| 9.6 | Service Early Termination Charge | Up to \$385.20, charged on a pro-rated basis based on the number of unfulfilled months in the 12-month Minimum Period of Service Do note that the Service Early Termination Charge of \$385.20 is not applicable for new sign-ups or re-contracts with effect from 28 March 2019. | |

SECTION B: FIBRE BROADBAND SERVICE

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| 9.7 | Reconnection (for the reinstatement of the Service to activate an account. Service Call Fees are additionally payable for the re-installation of the Equipment) | \$16.05 |
| 9.8 | Relocation Fee (such request requires advance notice of 2 weeks) | \$120 per request to change residential Service Address |
| 9.9 | Administration Fee | \$21.40 per request to transfer your customer account |

SECTION C: FIBRE HOME BROADBAND (12-MONTH CONTRACT)

1. Applicability

This Promotion is available for new Fibre Home Broadband subscriptions and to existing Fibre home broadband customers who are not on any other promotional contract.

2. Eligibility

2.1 This Promotion is not available to any customer who has any outstanding bills with StarHub.

2.2 This Promotion is not applicable to:-

2.2.1 corporate customers;

2.2.2 customers on master-account bulk paying arrangements and/or customers on employer-paying schemes; and/or

2.2.3 customers on master-account bulk paying arrangements.

3 Minimum Period of Service and Early Termination Charges

3.1 **Minimum Contractual Subscription Period:** A minimum contractual subscription period of 12 continuous months to the Fibre Home Broadband plan is required. Upon expiry of the Minimum Period of Service, the Services will automatically continue based on our prevailing rates without any notice to you, until terminated in accordance with these Service Specific Terms and Conditions.

3.2 **Early Termination Charge:** An Early Termination Charge will be imposed if you terminate your Fibre Home Broadband Service during the said 12-month minimum contractual subscription period. This Early Termination Charge will also apply in the event of an upgrade or downgrade of any plan or a change of Promotion or vice versa. You shall pay the Early Termination Charge stated in your subscription contract.

3.3 **Discounts:** The discount given under this Promotion will apply only to the first 12-month of subscription. Thereafter, StarHub's prevailing rates for the relevant Fibre home broadband service shall apply.

4 Additional Requirements and Features

4.1 **Pre-Installations:** This Promotion is only applicable to residential properties which are fibre-ready and certified with a Fibre Termination Point ("**FTP**") and have a FTP within the property.

4.2 **No installation of FTP:** This Promotion does not include the installation of your FTP. Customers who do not have an FTP already installed at their premises will have to arrange with NetLink Trust for the FTP to be installed, and pay NetLink Trust for the installation based on their prevailing rates.

4.3 **Optical Network Terminal:** An Optical Network Terminal is required to access the Fibre Home Broadband Service. You will be required to lease an Optical Network Terminal from us or the relevant service provider prior to the installation of your Equipment.

4.4 **Commencement Date:** Your Fibre Home Broadband subscription commences on the date that the Wireless AC Dual-band Router is delivered and installed at your premises.

5 **Additional Fees**

- 5.1 **Activation:** An activation fee of \$56.71 (or such other amount as may be prescribed by us) is chargeable for the activation of each new Fibre Broadband plan.
- 5.2 **Installation:** Installation services for the Wireless AC Dual-band Router is available for a fee of \$90 per computer connection, unless stated otherwise. This installation service is limited to the installation of the Wireless AC Dual-band Router.
- 5.3 **Termination:** You will be required to provide us with 30 days' prior written notice if you wish to terminate your Fibre Broadband plan. A disconnection fee of \$32.10 (or such other amount as may be prescribed by us) is chargeable to disconnect each Fibre Broadband plan.

6 **Additional Terms for Free Premiums**

- 6.1 **Redemption of Free Premium:** Where applicable, any free premium that may be offered with the Fibre Home Broadband plan must be redeemed within 6 months from the date of installation.
- 6.2 **Offer of Free Premiums:** We may, in our sole discretion, provide free premiums to customers on a first-come-first-served basis. StarHub may replace the brand and model of any premium with another premium of equal or lower value.
- 6.3 **Defects:** We will not be responsible for any defects in a free premium or, if applicable, any items which customers may have connected to the free premium. Any free premium shall be covered under and subject to the terms of warranty from the relevant manufacturers.

7 **GST**

All prices stated are inclusive of 7% GST. Prices will be adjusted according to the prevailing GST rates.

SECTION D: FIBRE HOME BROADBAND (24-MONTH CONTRACT)

1. Applicability

This Promotion is available for new Fibre Home Broadband subscriptions and to existing Fibre home broadband customers who are not on any other promotional contract.

2. Eligibility

2.1 This Promotion is not available to any customer who has any outstanding bills with StarHub.

2.2 This Promotion is not applicable to:-

2.2.1 corporate customers;

2.2.2 customers on master-account bulk paying arrangements and/or customers on employer-paying schemes; and/or

2.2.3 customers on master-account bulk paying arrangements.

3. Minimum Period of Service and Early Termination Charges

3.1 **Minimum contractual subscription period:** A minimum contractual subscription period of 24 continuous months to the Fibre Home Broadband plan is required.

3.2 **Early Termination Charge:** An Early Termination Charge will be imposed if you terminate your Fibre Home Broadband Service during the said 24-month minimum contractual subscription period. This Early Termination Charge will also apply in the event of an upgrade or downgrade of any plan or a change of Promotion or vice versa. You shall pay the Early Termination Charge stated in your subscription contract.

3.3 **Additional Early Termination Charge:** If you subscribed to the Service before 28 March 2019, both Promotion Early Termination Charge and Service Early Termination Charge, stated in your service agreement will continue to apply if the termination occurs within the first 12-month of subscription.

3.4 **Discounts:** The discount given under this Promotion will apply only to the first 24-months of subscription. Thereafter, our prevailing rates for the relevant Fibre Home Broadband Service shall apply.

4. Additional requirements and features

4.1 **Pre-installations:** This Promotion is only applicable to residential properties which are fibre-ready and certified with a Fibre Termination Point ("**FTP**") and have a FTP within the property.

4.2 **No installation of FTP:** This Promotion does not include the installation of your FTP. Customers who do not have an FTP already installed at their premises will have to arrange with NetLink Trust for the FTP to be installed, and pay NetLink Trust for the installation based on their prevailing rates.

4.3 **Optical Network Terminal:** An Optical Network Terminal is required to access the Fibre Home Broadband Service. You will be required to lease an Optical Network Terminal from us or the relevant service provider prior to the installation of your Equipment.

4.4 **Commencement date:** Your Fibre Home Broadband subscription commences on the date that the Wireless AC Dual-band Router is delivered and installed at your premises.

5. Additional fees

SECTION D: FIBRE HOME BROADBAND (24-MONTH CONTRACT)

- 5.1 **Activation:** An activation fee of \$56.71 (or such other amount as may be prescribed by us) is chargeable for the activation of each new Fibre Broadband plan.
- 5.2 **Installation:** Installation services for the Wireless AC Dual-band Router is available for a fee of \$90 per computer connection, unless stated otherwise. This installation service is limited to the installation of the Wireless AC Dual-band Router.
- 5.3 **Termination:** You will be required to provide us with 30 days' prior written notice if you wish to terminate your Fibre Broadband plan. A disconnection fee of \$32.10 (or such other amount as may be prescribed by us) is chargeable to disconnect each Fibre Broadband plan.

6. **Additional terms for Free Premiums**

- 6.1 **Redemption of Free Premium:** Where applicable, any free premium that may be offered with the Fibre Home Broadband plan must be redeemed within 6 months from the date of installation.
- 6.2 **Offer of Free Premiums:** We may, in our sole discretion, provide free premiums to customers on a first-come-first-served basis. StarHub may replace the brand and model of any premium with another premium of equal or lower value.
- 6.3 **Defects:** We will not be responsible for any defects in a free premium or, if applicable, any items which customers may have connected to the free premium. Any free premium shall be covered under and subject to the terms of warranty from the relevant manufacturers.

7. **GST**

All prices stated are inclusive of 7% GST. Prices will be adjusted according to the prevailing GST rates.

SECTION E: GOOGLE WIFI ROUTER AND SMART WIFI**1. Applicability**

The sale and purchase of the Google WiFi Router or Smart WiFi (the "**Device**") is subject to StarHub's Consumer General Terms & Conditions and any other Terms & Conditions that you and we may have agreed to from time to time. Smart WiFi is a marketing brand name for mesh Wi-Fi made available to subscribers of our Fibre Broadband Plans. Smart WiFi consists of Nokia Beacon I mesh WiFi.

2. Eligibility

2.1 The Device is available for purchase from us if you are a new subscriber or are re-contracting for a new subscription for Fibre Home Broadband.

2.2 We reserve the sole right to determine your eligibility to purchase the Device.

2.3 Our sale of the Device is subject to availability.

3. Price and payment

3.1 **Fixed price:** The Device will be available at a fixed price, as listed in our price plans.

3.2 **Payment method:** You may choose to make a one-time cash payment for the Device, or choose to pay by instalments under the Monthly Equipment Instalment plan that we offer subject to the terms and conditions of the Monthly Equipment Instalment plan.

4. Limited warranty

4.1 **Period of warranty:** The period of the limited warranty is for 12 months for Google WiFi Router and 24 months for Smart WiFi, commencing from the time of your purchase of the Device from us (the "**Warranty Period**"). The Warranty Period will not be extended for any reason, including due to a replacement of the Device during the Warranty Period.

4.2 **Devices under warranty:** We provide this limited warranty only for Devices that have been purchased from us, and not from any other third party. We reserve the right to determine whether your Device has been purchased from us by the issuance identification number printed on the Device. If the identification number is not visible or legible, then the Device will be deemed to have been sold to you by a third party, and not by us. For the avoidance of doubt, we reserve the sole right to determine whether or not your Device qualifies for the limited warranty.

4.3 **Void warranty:** The limited warranty will be void if:-

4.3.1 we find that your Device appears to have been physically damaged whether by yourself or any third party (including normal wear and tear, neglect, disassembly, alternation, unauthorised servicing, or refurbishing), misused, dropped, wet; or if the seal of the Device appears to have been broken, peeled or tampered with; or if the damage, failure or defect appears to have been caused by anomalies in the electrical current supplied to the Device, extreme thermal or environmental conditions, accident or an act of God;

4.3.2 you cease to subscribe to the Fibre Home Broadband service for any reason; or

- 4.3.3 the Device is disconnected from the StarHub Network or the Fibre Home Broadband at any time of claim.
- 4.4 **Defects:** The limited warranty will be given only if the following defects in the Device are found by us:-
- 4.4.1 a failure to switch on or power up;
- 4.4.2 there is no flashing red or amber light while the Service is switched on (such light is broadcasted by the Single Service Identification ("**SSID**")); or
- 4.4.3 such other defect as we deem fit.

For the avoidance of doubt, the limited warranty does not cover defects that do not compromise the structural or mechanical safety of the Device and that do not arise from a manufacturing defect.

- 4.5 **No Support:** we do not provide support services for interoperation between different brands of router or mesh Wi-Fi. Any fault arises from such setup as a result of interoperating issue is not covered under limited warranty and we will not support the troubleshooting on this setup.
- 4.6 **Access to Device:** To enjoy the limited warranty, you must comply with our standard troubleshooting process, and if required by us, you must provide us access to both your Device and the Device app, including visibility of any information within the Device or Device app.
- 4.7 **Site visit:** If we determine that an assessment of the Device should be made by us at your Premises, you will pay our standard transport and truck roll fees applicable for site visits, failing which the limited warranty will be void.
- 4.8 **Replacements:** If your Device qualifies under the limited warranty, to the extent permitted by law, we will provide a replacement Device of equivalent or similar specifications. The replacement may not be of the same model and may not be new. We reserve the right to determine whether a replacement would be suitable, and if so, to determine the device that would be the most suitable replacement, and the condition of the replacement device.
- 4.9 **Return of Device:** We will provide the replacement only after you have returned the Device and all related accessories to the Device to us, at your own cost. We will provide only one replacement for each Device regardless of the performance or condition of the replacement device during the Warranty Period. All returned Devices shall become our property.

5. **Standard manufacturer's warranty**

In the event of any conflict or inconsistency between the provisions of any warranty given or held out by the manufacturer of the Device through any media such as internet terms and conditions or hard copy insert included in the packaging of your Device containing a warranty (e.g. the insert entitled Hardware Limited Warranty-Singapore) or other forms of communication to you and the provisions of these Service Specific Terms & Conditions, these Service Specific Terms & Conditions shall prevail.

6. **No warranty**

Save and except as expressly set out in these Service Specific Terms & Conditions, you agree and accept that we make no guarantee or warranty whether express or implied on the Device, that it is new, in conformance with specifications, free from defects, safe for use, non-infringing, uninterrupted or error free, fit for purpose or of merchantable quality.

7. **Limitation of liability**

If we are liable to you or if we cannot for any reason rely on the exclusion of liability set out in these Service Specific Terms & Conditions, then in no event will our liability for damages, losses, costs or expenses suffered or incurred by you or anyone else (whether in contract, tort, negligence, misrepresentation, strict liability or statute or other) exceed the replacement of the Device with an equivalent or similar device or the cost thereof.

SECTION F: MONTHLY EQUIPMENT INSTALMENT

1. **Applicability**

This monthly equipment instalment (the "**Instalment Payment**") is available for purchases of certain designated Equipment only ("**Eligible Equipment**") by customers of StarHub Fibre Home Broadband and HomeHub (collectively the "**Home Broadband Service**" and each an "**Eligible Plan**") at the initial point of contract or when signing up for a new contract or re-contract for Home Broadband Service. Such customers must hold a NRIC.

2. **Eligibility**

2.1 We reserve the sole right to determine:-

2.1.1 a customer's eligibility to participate in the Instalment Payment; and

2.1.2 the Eligible Equipment.

2.2 This Instalment Payment is not available to:-

2.2.1 corporate customers, including corporate customers with a residential address; and

2.2.2 customers who are less than 21 years old.

3. **Additional requirements and features**

3.1 **Payments:** If you are eligible and have enrolled in the Instalment Payment, you will be allowed to pay the price of your Eligible Equipment (the "**Purchase Price**") over a period of months equal to the length of the Eligible Plan commitment.

3.2 **Equal instalments:** The Purchase Price will be charged in equal instalments through the monthly postpaid bill and you shall pay the instalments on time.

3.3 **No offsets:** You may not use a voucher, discount, cash-in-kind or other device trade-in to offset an Instalment Payment.

3.4 **Event of default:** In the event of default, you will be automatically withdrawn from the Instalment Payment without further notice and you will be billed the remaining Purchase Price in a single lump sum, which amount shall become due and payable immediately.

3.5 **Concurrent instalment plans:** We reserve the sole right to determine the number of concurrent Instalment Payment arrangements a customer may undertake.

3.6 **Early termination:** Early termination of the Instalment Payment or Eligible Plan (for any reasons) or transfer of the Home Broadband Service ownership by you will result in your automatic withdrawal from the Instalment Payment without further notice. In such event, you will be billed the remaining Purchase Price in a single lump sum, which amount shall become due and payable immediately.

3.7 **No suspension:** The Instalment Payment will not be suspended if the Eligible Plan is suspended for any reason pursuant to the applicable terms. During the suspension period, you will be charged for the instalments through the monthly postpaid bill and you shall continue to make timely instalment payments.

SECTION G: JUNIORPROTECT BASIC

- 1 Eligibility:**
- 1.1 This JuniorProtect Basic value-added Service is available for subscription if you are:
- 1.1.1 a subscriber of our Fibre Home Broadband services (the “**Home Broadband Service**”);
- 1.1.2 and at least 18 years old.
- 1.2 In order to continue enjoying this value-added Service, the relevant Home Broadband Service under which you had applied for this value-added Service, must be active, and not terminated or suspended.
- 2 Charges:** The monthly subscription Charge for this value-added Service is \$2.68 (inclusive of GST) (or such other rate as may be prescribed by us from time to time) per Home Broadband Service. If you subscribe for this value-added Service for more than 1 Home Broadband Service (the “**selected Home Broadband Service**”), each selected Home Broadband Service will be charged for the value-added Service.
- 3 Content filtering:** Content filtering will be activated for the selected Home Broadband Service on a default setting categorised by us. You are encouraged to review and modify the content filtering categories according to your needs or the need of the user of the selected Home Broadband Service (as may be applicable).
- 4 Limitations:** Please note the following limitations to this JuniorProtect Basic value-added Service and the content filtering provided. In particular, we make no warranty or representation that this value-added Service is accurate, will filter out all inappropriate Content, or that it is fit for purpose.
- 4.1 This value-added Service will not filter content for any traffic that bypasses our mobile network, including without limitation:-
- 4.1.1 content that does not pass through our fibre broadband network;
- 4.1.2 content accessed over public WiFi network or WiFi on other networks;
- 4.1.3 content accessed via a device with static Internet Protocol address; or
- 4.1.4 content accessed via a device on a Virtual Private Network (“**VPN**”).
- 4.2 This value-added Service will only support and filter Content on “http” protocol. Content on https, WML, RTSP and other protocols will not be supported by this value-added Service for content filtering.
- 4.3 This value-added Service will not filter access to any Content or applications that have already been downloaded on the end-user device prior to the commencement of the value-added Service.
- 4.4 This value-added Service will not be 100% accurate and hence is not a substitute for adult supervision.

SECTION H: JUNIORPROTECT PLUS

1. Eligibility

1.1 You will be eligible to apply for the JuniorProtect Plus value-added Service if you are:-

1.1.1 a subscriber of our Fibre Home Broadband Services; and

1.1.2 at least 18 years old.

1.2 **Multiple Home Broadband Services:** If you subscribe to more than one Home Broadband Service, you will have to apply for a different JuniorProtect Plus value-added Service for each Home Broadband Service. However, once you have subscribed to the JuniorProtect Plus value-added Service for your relevant Home Broadband Service, the JuniorProtect Plus value-added Service may be accessed on an unlimited number of devices.

1.3 **Active Service:** In order to continue enjoying the JuniorProtect Plus value-added Service, the relevant Home Broadband Service under which you had applied for the JuniorProtect Plus value-added Service must be active and cannot be terminated or suspended.

2. Charges

2.1 **Monthly subscription:** The applicable monthly subscription Charge for the JuniorProtect Plus value-added Service is \$5.35 (inclusive of GST).

2.2 **Multiple Home Broadband Services:** If you have more than one Home Broadband Service, you will be charged separately for each JuniorProtect Plus value-added Service that you have signed up for.

3. Content filtering

3.1 **Default setting:** Content filtering will be activated on a default setting categorised by us (the "**Restricted Content**"). We may, from time to time, change or make adjustments to this default setting without reference or notice to you.

3.2 **Modification of default setting:** You are encouraged to review and modify the filtering categories according to your needs or the needs of the users of the relevant Home Broadband Service (as applicable). You can manage and/or modify the content settings from time to time via: <http://juniorprotect.starhub.com/>.

4. Limitations

Please note the following limitations to this JuniorProtect Plus value-added Service and the content filtering provided. In particular, we make no warranty or representation that this JuniorProtect Plus value-added Service is accurate, will filter out all inappropriate Content, or that it is fit for purpose.

4.1 The JuniorProtect Plus value-added Service will not filter Content from any traffic that bypasses our Network, including without limitation Content:-

4.1.1 that does not pass through our fibre broadband network;

4.1.2 accessed over public WiFi network or WiFi on other networks;

4.1.3 accessed via a device with static Internet Protocol address; or

4.1.4 accessed via a device on a Virtual Private Network ("**VPN**").

4.2 This JuniorProtect Plus value-added Service will only support and filter Content on "http" protocols. Content on https, WML, RTSP and other protocols will not be supported by this JuniorProtect Plus value-added Service for content filtering.

4.3 This JuniorProtect Plus value-added Service will not be 100% accurate and hence is not a substitute for adult supervision.

5. **Subscription to SMS & e-mail alerts**

If you choose to turn on this alert feature, you will receive SMS and/or e-mail notification alerts on your Mobile line and/or your Hub iD e-mail address if any attempt is made by a user to access the Restricted Content. You can manage/modify these notification alert settings on <http://juniorprotect.starhub.com/>.

6. **Activity reports**

You will be able to view activity reports in the various forms that we provide. We reserve the right to change this feature without any notification to you. In the event that this JuniorProtect Plus value-added Service is terminated, all activity reports for the subscribed Home Broadband Service will be permanently erased.

7. **Termination**

We may terminate the JuniorProtect Plus value-added Service immediately by way of written notice and without any liability to you for any loss or damages suffered (including loss of data) as a result of such termination if you:-

7.1 terminate the relevant Home Broadband Service to which your subscription for the JuniorProtect Plus value-added Service is attached; or

7.2 are in breach of any applicable Service Specific Terms & Conditions or the Consumer General Terms & Conditions.

8. **Liability**

8.1 **Disclaimer:** While we strive to give a good consumer experience, the value-added Service is provided on an "as is" and "as available" basis. StarHub expressly disclaims all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, and fitness for a particular purpose and non-infringement, to the fullest extent allowed by law. No advice or information whether oral or written, obtained by you from us or through the JuniorProtect Plus value-added Service will create any warranty not expressly set out in these Service Specific Terms & Conditions.

8.2 **Interruption, disruption or deterioration:** StarHub will not be liable for any interruption, disruption to, or deterioration in the quality, reliability or accuracy of the JuniorProtect Plus value-added Service or the related Home Broadband Service or for any issue that may arise by reason of your use or inability to use the JuniorProtect Plus value-added Service or the Home Broadband Service.

8.3 **Indemnity:** You agree to fully indemnify StarHub for all claims, damages, losses and liabilities arising from information provided by you for the purposes of registering for this JuniorProtect Plus value-added Service, the use of this JuniorProtect Plus value-added Service (whether by you or any other person) and any negligence, omission, act or breach of these Service Specific Terms & Conditions.

SECTION I: WIFI ASSESSMENT

1. Commencement of Services

This Service commences on the date that we agree to carry out the WiFi assessment and ends upon completion and the issuance of a Broadband Connectivity Summary (the "**Report**").

2. Services

2.1 **Purpose:** This Service is intended to assess the WiFi signal accessibility within your home and in an internal environment. There is no assessment made for external environments such as gardens and backyards. This Service does not extend to commercial properties.

2.2 **Factors that may affect the assessment:** You understand and accept that the Service and the Report is subject to various dynamic and external factors such as the level of WiFi interference from neighbouring properties, time and day of assessment, the level of accessibility that we may have or are able to reach within your Premises, the accuracy of the floor plans provided and other factors which are beyond our control.

2.3 **Site visit:** Notwithstanding the dependency on dynamic and external factors, under each Service, we will make only one site visit for the generation of one Report. Each new site visit and each new Report generated from the site visit shall be deemed as a new Service for which the relevant Charges will be payable.

2.4 **No refunds:** No refunds will be given with regards to a Report on the basis that there has been a change in relevant factors within the home or outside, that specific areas are now available or any other change in circumstance.

3. No warranty

You agree and accept that the Report is generated based on the best available information at the time of the site visit, and is not purported to be accurate or error free. You understand that you use the Service and rely on the Report at your sole risk and that your selection and placement of WiFi routers are made entirely at your own discretion and risk. We expressly disclaim all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement to the fullest extent allowed by law. No advice or information whether oral or written, obtained by you from us or through the Service or the Report will create any warranty.

4. Proprietary rights

4.1 **StarHub's Intellectual Property:** All intellectual property in the Report and arising from the Services are owned by us. Such intellectual property rights include all copyrights, patents, trademarks, trade names, logos, service marks and other proprietary rights. You agree to transfer, assign and sign such documents as may be needed to transfer any title in the intellectual property to us.

4.2 **Use of the Report:** You will be given one copy of the Report and you are not permitted to copy, reproduce, distribute, or create derivative works from such Report without our prior written consent.

4.3 **No transfer:** You acknowledge and agree that save and except for the limited permissions on the use of the Report as expressly provided in these Terms & Conditions, no right, title or interest in any of

the Content shall be deemed transferred to you through the provision of the Services or through access to the Content that you obtain through the Services.