

## STARHUB'S CONSUMER GENERAL TERMS & CONDITIONS

**PLEASE READ THESE TERMS CAREFULLY AS THEY MAY HAVE IMPORTANT CONSEQUENCES FOR YOU.**

### ABOUT THESE CONSUMER TERMS

These are StarHub's general terms and conditions for all contracts with our consumer customers ("**Consumer General Terms & Conditions**"). If you are a business or a StarHub vendor, or use our services for business purposes, please see our business terms and vendor terms instead. These can be accessed at our website.

Together with (i) the applicable Service Specific Terms & Conditions and (ii) any other terms and conditions otherwise agreed between us in writing, they form the terms of the contract between you, the consumer, and StarHub for all the products and services (the "**Services**") you subscribe for from time to time. To understand *your* rights and obligations, you need to read all the documents that relate to you and the Service(s) you select.

### CONFLICT OR INCONSISTENCY

If there is any conflict or inconsistency between any provisions of these Consumer General Terms & Conditions, the applicable Service Specific Terms & Conditions and any other terms & conditions otherwise agreed between us in writing, the documents shall be construed in the following order of precedence:-

- (i) any other terms and conditions otherwise agreed between us in writing;
- (ii) the applicable Service Specific Terms & Conditions; and
- (iii) these Consumer General Terms & Conditions.

In the event such construction fails to resolve the conflict or inconsistency, such conflict or inconsistency will be resolved in our favour.

If there is any inconsistency between different versions of the Consumer General Terms & Conditions and/or any applicable Service Specific Terms & Conditions, the most recent version on our website will prevail.

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**1. WHO CAN SUBSCRIBE FOR THE SERVICES**

You can subscribe for the Services if you are at least 18 years old, or 21 years old for post-paid international Services, unless you have your parent's or legal guardian's consent. We may refuse to provide Services at our discretion.

**2. PAYING FOR THE SERVICES**

**2.1 You have to pay for the Services**

**2.1.1 Services procured or used.** You have to pay for the Services you have procured or used, which includes services given by third parties where we are billing on their behalf. Once you subscribe for and receive any of our Services, you must pay for the Services even if they are used by someone else (whether with your consent or your knowledge).

**2.1.2 Services provided by third parties.** In addition, if you use any Services provided by third parties where we are billing on their behalf, the provisions relating to billing and collection on behalf of third parties in the Service Specific Terms & Conditions for Billings and Payments will apply. These can be accessed at our website.

2.1.3 **StarHub e-bill:** You may apply for our electronic bill presentment service offered by us. If so, the terms set out in Clause 12 would additionally apply to your relationship with us.

## 2.2 How we calculate the Charges

2.2.1 **Services you subscribe for:** We will only charge you for the Services you subscribe for. Our Charges are calculated based on our records or, where applicable, the records given to us by a Service Provider.

2.2.2 **Recurring Charges:** If there are recurring Charges for the Services, these are calculated for the full period that they relate to. While we do our best to ensure that the Charges are as up to date as possible, Charges you incur for the Services could be included in the bill in the next billing cycle.

2.2.3 **Billing cycle:** We send out bills at monthly intervals, but if your usage is more than or likely to be more than a pre-set limit, we may send a bill outside of your usual billing cycle, to alert you that you have exceeded the limit.

2.2.4 We may change our billing cycles and we will send you bills at such intervals and on such dates as we decide.

## 2.3 How to pay

2.3.1 **Payment methods:** You may pay through GIRO, your credit/debit card or in some payment way we agree to. However, you are responsible to ensure that payment is received by us for your bills on time, including ensuring that you have available balance or credit in your account.

2.3.2 **Third party payment:** If a third party agrees to make payment for the Services provided to you, we will not take instructions from third parties relating to your account and the Services. You will continue to be responsible to ensure the Charges are paid on time.

2.3.3 **When Charges are due:** The Charges are due when the bill is issued, and you must pay the Charges by the payment date set out in the bill. Unless we state otherwise, all Charges are payable in Singapore dollars. Unless there has been fraud or manifest error on our part, subject to Clause 2.3.4 below, each bill is conclusive evidence against you of the accuracy and completeness stated in it. You must pay all Charges without any counterclaim, deduction, set off or withholding.

2.3.4 **Disputed bill:** This Clause sets out what you should do if you do not agree with any Charge contained in a bill.

2.3.4.1 Please inform us of your reasonable objections in writing before the payment date shown on your bill.

2.3.4.2 We will investigate the matter and will respond to you in writing within 30 days.

- 2.3.4.3 Prior to receiving our response, you do not have to pay the amount of the Charges that you have disagreed with. However, to be clear, you must pay all the other Charges which are not in dispute on a timely basis and in accordance with these Consumer General Terms & Conditions.
- 2.3.4.4 If we agree that there is a mistake in your bill, we will adjust your next bill accordingly. However, if we do not agree, or if there is still any amount payable by you under that bill, you will have to pay the relevant amount as soon as possible, within the period stipulated by us in our response to you. Our decision will be final.
- 2.3.4.5 If you do not pay on time, we may charge you for any costs we incur in recovering the amount from you, and for late interest or our standard late payment fee as decided by us from time to time. Late interest is currently at 1.5% per month from the date the unpaid amount was due and payable, calculated on a daily basis.
- 2.3.4.6 If you have paid a bill and wish to contest it subsequently, you must inform us of your reasonable objections in writing within 1 year from (a) the date of that bill if it is a post-paid Service, or (b) the date of your payment if it is a pre-paid Service.
- 2.3.5 **GIRO:** If you choose to make payment by GIRO, the following Clauses will apply:-
- 2.3.5.1 **Information given by you:** The information given by you for recurring payment of bills by GIRO will supersede all relevant information relating to you or the nominated bank account holder ("**Bank Account Holder**") in our systems.
- 2.3.5.2 **GIRO arrangement:** By setting up recurring payments by GIRO, the Bank Account Holder and you agree to us debiting the relevant bank account for all charges billed to the relevant account as nominated. This arrangement will continue to be in effect until you notify us in writing to terminate it, or until we receive a notification from the Bank Account Holder's bank ("**Bank**"). We reserve the right to terminate this payment arrangement at any time in our discretion.
- 2.3.5.3 **New Applications:** For approved new application for payment by GIRO, this authorisation will take effect from your next billing cycle. You agree to pay for any current outstanding balance via other payment methods until the GIRO arrangement takes effect.
- 2.3.5.4 **Unsuccessful GIRO Deduction:** If we are unable to make the deduction or settlement with the Bank for any reason whatsoever, you shall remain liable to us for the Charges under the account(s) associated with the payment codes(s) / account number(s) on the application for GIRO arrangement. Further, we will not be liable to you or any nominated cardholder(s) for any Charges incurred on the credit/debit card as a result of our deductions as authorized herein.

In the event of unsuccessful GIRO deduction by the Bank, the Bank Account Holder shall contact the Bank for further clarification.

- 2.3.5.5 **Termination of GIRO arrangement:** The GIRO arrangement will be terminated if the deduction is unsuccessful (a) on a repeated basis for 3 consecutive billing cycles with the same rejection reason from the Bank each time; or (b) due to suspension, termination or expiry of the relevant credit/debit card, stolen credit/debit card or closure of bank account.
- 2.3.5.6 **Instructions in the event bill is paid by third party:** In the event that the StarHub bill is paid by a consenting third party Bank Account Holder, StarHub shall only take written instructions from you, including but not limited to payment instructions and services subscribed to.
- 2.3.6 **Recurring Credit Card Payment Arrangement:** If you choose to make payment by a Recurring Payment Arrangement (as defined below), the following Clauses will apply:-
- 2.3.6.1 **Information given by you:** The information given by you for recurring payment of bills by credit card (the "**Recurring Payment Arrangement**") will supersede all relevant information relating to you or the nominated credit/debit card holder ("**CardHolder**") in our systems.
- 2.3.6.2 **Recurring Payment Arrangement:** By signing up for the Recurring Payment Arrangement, you and the Cardholder agree to us debiting the relevant credit/debit card for all Charges billed to the relevant account as nominated. This Recurring Payment Arrangement will continue to be in effect until you notify us in writing to terminate it, or we receive a notification from the Cardholder's card issuing bank. We reserve the right to terminate the Recurring Payment Arrangement at any time in our discretion.
- 2.3.6.3 **New Applications:** For approved new applications, this authorisation will take effect from your next billing cycle. You agree to pay any current outstanding balance via other payment methods until the Recurring Payment Arrangement takes effect. If you send an application form to us by email, you are responsible for ensuring the security of the application form in transmission and we shall have no liability in respect thereof.
- 2.3.6.4 **Unsuccessful deduction:** If we are unable to make the deduction or settlement with the Bank for any reason whatsoever, you shall remain liable to us for the charges under the account(s) associated with the payment codes(s) / account number(s) / identification number on the Recurring Payment Arrangement application. Further, we will not be liable to you or the Cardholder for any Charges incurred on the credit/debit card as a result of our deductions as authorized herein.

In the event of unsuccessful recurring credit/debit card deduction by the Bank, the Cardholder shall contact the Bank for further clarification.

- 2.3.6.5 **Termination:** The Recurring Payment Arrangement will be terminated if the deduction is unsuccessful (a) on a repeated basis for 3 consecutive billing cycles with the same rejection reason from the Bank each time; or (b) due to suspension, termination or expiry of the relevant credit/debit card, stolen debit/credit card or closure of bank account.
- 2.3.6.6 **Instructions in the event bill is paid by third party:** In the event that the StarHub bill is paid by a consenting third party CardHolder, StarHub shall only take written instructions from you, including but not limited to payment instructions and services subscribed to.
- 2.3.7 **Cheque Payment:** If you choose to make payment by cheque and this is returned or rejected by the bank, you will have to pay us a processing fee (inclusive of GST).
- 2.3.8 **Changing or stopping payment methods:** If you wish to change or stop your payment method, this will only take effect from the next billing cycle. If you wish to stop payment by GIRO or by credit/debit card, you must notify your bank and us before the termination. If your card is lost, stolen, expired or terminated, you must also inform us in writing immediately. The termination of these forms of payment will only be effective when the message referring to the GIRO or credit/debit card deduction is no longer reflected in your bill. You must make payment for any outstanding amounts in cash, cheque or bank draft immediately together with any administrative fees and/or processing fee (inclusive of GST) for any failed GIRO or credit/debit card transaction. We can terminate any recurring payment at any time.
- 2.3.9 **Liability:** You use the recurring bill payment arrangement by GIRO or credit card at your sole risk. To the fullest extent allowed by law, we do not give any assurances or guarantees, either express or implied, in relation to such recurring bill payment arrangements. We will not be liable for any loss, cost, delay, error, neglect or omission in facilitating the payment under such recurring bill payment arrangement by GIRO or credit card, or any unsuccessful payment.

## 2.4 Taxes

You are responsible for all Taxes (including GST).

## 2.5 Other Payment Matters

- 2.5.1 If you do not pay any portion of a bill on time, we may suspend, restrict or terminate any of the Services that we provide to you and charge you administrative fees and/or late payment interest or fee as set out in Clause 2.3.4.5. You must also pay for all the legal, administrative and other costs we incur in recovering payment from you of all amounts due.
- 2.5.2 If you use more than one Service, and your payment is for less than the total amount of a bill, please state which Service you are paying for with your payment. Otherwise we will apply the payment we receive towards any outstanding bill in such manner as we decide. If

you have more than one account with us, we may transfer any credit balance under one account to settle outstanding amounts under another account.

### **3. DEPOSIT**

- 3.1 We may require you to place a deposit with us as security for your performance of your obligations to us. We may also require the amount of the deposit to be increased, before we provide or continue to provide any Services to you. This deposit is separate from your payment of the Charges and you may not require us to offset it against your outstanding Charges. However, we may apply some or all the deposit to offset any outstanding amounts you owe us.
- 3.2 If there is any amount of your deposit remaining when the Services are terminated and all other amounts payable by you have been paid, we will refund the balance to you without interest.
- 3.3 The deposit does not affect our other rights against you, including the right to terminate any Service if you do not make payments when due.

### **4. YOUR RESPONSIBILITIES**

This Clause describes your obligations to us if you wish us to provide the Services.

#### **4.1 Your relationship with StarHub: You must:-**

- 4.1.1 provide accurate and complete information to us, and inform us immediately if there are any changes to the information you gave us;
- 4.1.2 pay all Charges for the Services you subscribe for, even where there is any suspension, interruption or loss of the Services, and you must pay Charges for any disconnection and/or re-connection of the Services, whether this was caused by your request or your default;
- 4.1.3 comply with all applicable laws, rules and regulations, and any requirements or restrictions which we or the Service Providers may impose on the use of the Services or any telecommunications system and Equipment;
- 4.1.4 comply with all instructions, notices or directions issued by us; and
- 4.1.5 take all reasonable steps to prevent fraudulent, improper or illegal use of the Services.

#### **4.2 Your use of the Services: You must be responsible for the use of the Services you subscribe for. This would include:-**

- 4.2.1 obtaining the appropriate permission if you use the communication services or Equipment of third parties to access the Services;
- 4.2.2 not using or allowing the Services you subscribe for to be used in any unlawful way or in a way that could give rise to civil or criminal liability. This would include:-
  - 4.2.2.1 posting, soliciting, transmitting or disseminating Content which may be misleading, defamatory, offensive, indecent, objectionable or illegal, or which may cause annoyance, harassment or anxiety to anyone, including junk/spam mail, solicitations, or distributing mail to any party who has not given permission to be included in the distribution. Junk/spam emails do not have to be sent from your account or our Network to violate this Agreement. Emails sent by or through a third party that advertises or directs traffic or links to your website or your account is considered sent by you. If someone alleges that you have breached any of these terms, we can require you to give evidence that you have not including adducing evidence of a "Confirmed Opt-In" mailing list where applicable;
  - 4.2.2.2 forging or issuing misleading message headers to mask the originator of the message or employing any other method to disguise or mislead anyone on the source or quantity of the emails transmitted;
  - 4.2.2.3 posting, soliciting, transmitting, disseminating, advertising or storing Content that is pornographic or contains malware such as computer viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programmes;
  - 4.2.2.4 illegally, or without appropriate authority, accessing any part of the Services, the Network or any third party equipment, accounts, systems or networks to which you can connect through the Services (directly or indirectly), or doing anything as a precursor to such an attempt (including port, stealth, security or penetration scans or other illegitimate information gathering activity) on the servers or network of StarHub or the Service Providers;
  - 4.2.2.5 disrupting or undermining the security of the networks and systems connected to the Services, or violating the rules and regulations of such networks. This can include failing to update software or accessing websites that are known to be vulnerable to malicious activity;
  - 4.2.2.6 collecting and/or disseminating information about others or their email addresses without their consent;
  - 4.2.2.7 violating anyone's rights, including their intellectual property and privacy rights, or anyone's uninterrupted use of the Services or any networks, for any fraudulent, illegal or improper purposes;



- 4.2.2.8 reselling or providing any part or component of the Services, whether for profit or not, to third parties without our prior written consent;
- 4.2.2.9 advertising, transmitting, facilitating or making any Content, product or service available that may breach this Agreement;
- 4.2.2.10 doing anything to generate excessive Network traffic beyond what is normal and reasonable, cause congestion to the Network, or cause any disruption, interference, interruption or degradation in the Network or our Services; and
- 4.2.2.11 doing anything, even if it is lawful, that we decide is harmful to our customers, operations, reputation, goodwill or customer relations.

You agree that these restrictions are reasonable and necessary for the operation, management and maintenance of the Network. However, if any of the restrictions are held by a court to be invalid for any reason, but would be valid or effective if any part of its wording were deleted, you agree that the restriction shall apply to you with such deletions or amendments made so that it is valid and effective at law.

## **5. SECURITY**

Your secrecy and security are important. This Clause describes the actions you must take to protect the security of the Services.

- 5.1 Please keep your login identification, passwords, PINs and other private information confidential. You are solely responsible for all activities that occur under your accounts, even without your consent or knowledge. If you use any login identification, password or PIN that StarHub deems to be insecure, that would be a breach of this Agreement.
- 5.2 We may refuse, change or remove login identification, password(s) or PIN which we deem inappropriate or offensive.
- 5.3 You must take immediate action to remedy the situation if you discover or suspect that there has been any unauthorised use of your login identification, password(s) and/or PIN or that your account security has been compromised, including by immediately informing us and changing your password(s) and/or PIN.
- 5.4 You should change your password(s), PIN or any other security identification regularly for your security.
- 5.5 We are not responsible for the security of your account, and any equipment, network and systems you use to access the Services. We do not guarantee the security of any transmission you make.

## **6. THINGS WE MAY HAVE TO DO**

This Clause describes the actions we may take in providing the Services.

- 6.1 From time to time and in order to protect and enhance our systems and Service offerings, we will need to verify the accuracy of the information you provide to us. This could include cross tabulating with external databases. You agree to such actions by us.
- 6.2 We also have to take appropriate actions to protect, maintain, improve and/or manage our Network and systems and to ensure smooth provision of our Services with or without notice to you. These include:-
  - 6.2.1 carrying out maintenance and repair work to our hardware and software, that may involve interruption or suspension of some or all of our Services. We will try to restore the affected Services as quickly as we can;
  - 6.2.2 performing searches or scans of your Content/data and system;
  - 6.2.3 managing and controlling access to the Network, even if access is a requirement or constitutes part of the Services; and
  - 6.2.4 managing and controlling access to certain data stored in the Network, even if it belongs to third parties or customers.

We, or our designated Affiliates, may carry out any of the above actions in any manner we consider appropriate or necessary and we will not be liable to you or any third party for any loss, damage or expense that may result from this.

- 6.3 We will not intentionally monitor any electronic messages sent or received by you unless required to do so by law, governmental authority or with your consent. We may, however, monitor our service electronically to determine that our Services and Network are operating satisfactorily. We will not intentionally disclose your online communications or activities, except to comply with a court order or applicable laws, or where necessary to protect us and others from harm, or for the proper operation of our Services and Network.

## **7. EQUIPMENT AND SOFTWARE**

This Clause describes our respective rights and obligations relating to the Equipment and software used in the provision of the Services.

### **7.1 Your obligations**

Unless we agree otherwise, you are responsible for obtaining and maintaining, at your own costs, all Equipment necessary for the access and use of the Services. This would include:-

- 7.1.1 ensuring that all Equipment used is type-approved by the relevant Regulatory Authority and meets relevant safety standards from time to time;
- 7.1.2 using the Equipment in a safe and lawful manner, including complying with all instructions, notices or directions issued by us or the relevant Regulatory Authority in respect of the installation, use or operation of the Equipment;
- 7.1.3 storing the Equipment in an appropriate and lawful manner, including any necessary electrical power supply;
- 7.1.4 keeping the Equipment in good condition in accordance with applicable instructions, notices, directions or specifications; and
- 7.1.5 ensuring all Equipment and software used by you are compatible and may properly function and operate with the Services or the Equipment which we provide, sell, lease or rent to you.

## **7.2 Equipment provided or leased from us**

We may provide, sell, lease, rent or maintain the Equipment to or for you under a separate agreement. This is subject to stock availability. Unless specifically agreed in writing, any defect in any Equipment sold to you will be covered under the relevant manufacturer's warranty only, and you have no claim against us for any defects. If you make any claim under the manufacturer's warranty for any Equipment, you must provide the original proof of purchase of the Equipment from us. If we lease or rent any Equipment to you, we will continue to be the owner of such Equipment and you must not allow anyone to modify such Equipment without our prior written consent.

For the avoidance of doubt, unless we otherwise agree in writing, we are not responsible for any equipment not provided by, purchased, leased or rented from us, including for any loss or damage caused by the use of such equipment.

## **7.3 Use of Software**

We may sell or otherwise provide to you Software or you may access Software via the Services. Unless we agree otherwise:-

- 7.3.1 you may not copy, reproduce, translate, adapt, vary or modify the Software or transmit it to any third party without our written consent or, if applicable, a third party supplier;
- 7.3.2 you may not remove, add to, change or otherwise tamper with any copyright notice, legend or logo appearing in or to the Software or the medium where it is stored; and

- 7.3.3 all copyright, trademarks and other intellectual property rights subsisting in the Software, and all documentation and manuals relating to the Software, will remain the property of StarHub or, if applicable, the third party supplier.

## **8. CONTENT, PRODUCTS AND SERVICES**

This Clause describes how you should use the Content and Products you access using our Services.

- 8.1 You may access Content, products and/or services using the Services. You agree that:-
  - 8.1.1 all such Content, products or services will be the sole responsibility of the person from whom it originated, and we do not endorse or guarantee its accuracy, reliability, integrity, legality or quality;
  - 8.1.2 we are not liable for any Content, products or services which you may access, use or acquire via the Services;
  - 8.1.3 you are solely responsible for all Content, products or services that you transmit or make available via the Services;
  - 8.1.4 by using the Services, you may be exposed to third party Content, products or services that may be defamatory, offensive, indecent, objectionable or illegal; and
  - 8.1.5 we may without notice to you, remove, modify or deny access to any Content, products or services which you try to access, or which you transmit or make available via the Services, including without limitation such Content, products or services that may be or are alleged to be defamatory, offensive, indecent, objectionable or illegal or may have infringed any party's intellectual property rights. We shall not be responsible for determining the validity of any such allegations.
- 8.2 In addition, we will not be liable for any problems you encounter, or for any non-delivery, non-performance or defects in any goods and services you obtain from, advertisers or any third parties on our website or through the Services. We are not responsible for such advertisers or third parties.
- 8.3 If any Services are provided to you on a free trial basis, the full Charges for that Service shall apply after the free trial period, without notice to you. You agree that display of the applicable Charges for the Services on our website or applications will constitute notice of the Charges.

## **9. USE OF NETWORK**

This Clause describes how you may use the Network for our Services.

**9.1. Additional Rights**

The provisions of this Clause are in addition and without prejudice to any other rights we may have over the Network and its use, whether granted by statute or otherwise.

**9.2. Ownership**

You agree that we are the owner of the Network at all times, even if parts of the Network (such as Equipment, cables and/or fixtures) may be located on your Premises or may be otherwise procured by us from third parties.

**9.3. Access and Maintenance**

From time to time and in order to protect and enhance our Network, we will need to take appropriate actions to protect, maintain, improve and/or manage our Network. Where we can, we will give you reasonable advance notice. You agree that:-

- 9.3.1 you will provide access, space, power feed and such reasonable assistance as we may require, without charge, to any Equipment, software and systems used by you in connection with any of the Services, or otherwise to undertake the Works to maintain and safeguard the Network. We may need to investigate, test and repair faults, signal leakages or malware, or address any imminent harm to the Network or any third party's network or systems;
- 9.3.2 you will provide access, space, licence, right of way and easements on or through your Premises as we may reasonably require, without charge, for the purposes of installing, inspecting or maintaining such Equipment as may be required to provide the Services to other properties;
- 9.3.3 Network maintenance works will be carried out exclusively by us or our contractors. You will pay the standard annual Network maintenance fee prescribed by us from time to time;
- 9.3.4 if we ascertain that any fault is caused by your equipment or systems, we may charge you our prescribed standard rates for any repair or rectification works; and
- 9.3.5 we have the right to conduct Network maintenance at such times and frequencies as we decide, and we are not liable to you for any disruption or interruption to the Services and/or your access to the Services which may result.

**9.4. No Unauthorised Acts**

- 9.4.1 You will not undertake or permit anyone to undertake any Unauthorised Acts and will notify us as soon as you are aware of any Unauthorised Acts, including allowing your equipment, software and/or systems connected to the Network to cause or be used for an Unauthorised Act.

9.4.2 You will immediately disconnect, switch off, suspend, secure or remove any equipment, software or systems from the Network if we notify you that any of such equipment, software or systems connected to the Network will cause, is causing or is likely to cause or is or may be used for an Unauthorised Act.

9.4.3 You will provide such reasonable assistance as we may require to prevent or remedy any Unauthorised Act as referred to above.

#### 9.5 **Removal/Relocation of Network**

You will not remove or relocate, or permit any third party to remove or relocate, any part of the Network (including any Equipment belonging to us that is connected to the Network) from the Premises without giving us at least 6 months' prior written notice and obtaining our prior written consent. This is even where the Premises have been disconnected from the Network or this Agreement has been terminated. We will be entitled to impose our standard prescribed Charges for undertaking any removal or relocation of the Network, including signal diversion costs.

### 10. **LIABILITY**

This Clause sets out our obligations to you in providing the Services.

10.1. While we strive to give a good consumer experience, the Services are provided on an "as is" and "as available" basis. You use the Services or rely on any Content at your sole risk. To the fullest extent allowed by law, we do not give any assurances or guarantees, either express or implied, in relation to such Services or Content.

10.2 Specifically, we do not warrant:-

10.2.1 that the Services, the Software, any Equipment (which we provide, sell, lease or rent to you) or our operation, maintenance and protection of the Network will not cause any harm to your equipment, software systems or Content;

10.2.2 the accuracy, reliability or quality of any Content obtained through the Services or that defects in any Software will be corrected; and

10.2.3 that the Services are error free, uninterrupted or available at all times.

10.3. Where you are provided with any gift or premium from us, you agree that:-

10.3.1 our maximum liability is the amount you have paid us in cash, if any, for it;

10.3.2 the redemption of the gift or premium is subject to stock availability;

- 10.3.3 we make no warranty as to the gift or premium and will not be responsible for any specifications, defects or non-performance in it;
  - 10.3.4 we are not an agent of the merchant, manufacturer and/or supplier of the gift or premium, and shall not be deemed to be a seller or transferor of the gift or premium;
  - 10.3.5 unless otherwise agreed by us in writing, any issue which you may have in respect of the gift or premium shall be resolved directly with the merchant, manufacturer and/or supplier. The gift or premium is subject to such other terms and conditions of the merchant, manufacturer and/or supplier; and
  - 10.3.6 we reserve the right to substitute the gift or premium with any item of a similar value.
- 10.4 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 any of the Relevant Parties does or omits to do or delays in doing (even if done, omitted or delayed wilfully, recklessly or negligently), whether or not it is contemplated or authorised by any agreement you have with us.
- 10.5 Neither we nor any of the Relevant Parties is liable for any special, incidental, indirect, consequential or punitive damages, losses, costs or expenses, even if caused wilfully, recklessly or negligently.
- 10.6 Neither we nor any of the Relevant Parties is liable for any lost profits, revenue, business or anticipated savings, loss of data, loss of Content or loss of use, even if caused wilfully, recklessly or negligently.
- 10.7 If any of the exclusions set out in this Clause 10 does not apply, our liability will not exceed the lower of your preceding month's Charges applicable to the Services in question or S\$5,000/- for any event or for any series of connected events.
- 10.8 The exclusions of liability above do not apply to 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).
- 10.9 The relevant Affiliate providing the Services or carrying out the actions set out in this Agreement shall be responsible for its acts or omissions.

## **11. ENDING THE SERVICES AND ADDRESSING BREACHES OF THIS AGREEMENT**

11.1 Unless the terms for the Services you are using are different, this Agreement or the Services may be terminated by either party giving 3 working days' notice to the other party without assigning any reason.

11.2 If you give us notice that ends during the applicable Minimum Period of Service or if we terminate the Services or this Agreement pursuant to Clause 11.3 below:-

11.2.1 there will be an early termination Charge and, where applicable, prorated Charges for the Services, Equipment and/or ancillary items and costs for the rest of the Minimum Period of Service; and

11.2.2 you will compensate us for any damages or losses we may suffer because of the early termination.

In computing the Minimum Period of Service for a particular Service, any period for which that Service is suspended will not be counted.

11.3 We have the right to suspend or terminate all or any part of the Services, or terminate this Agreement with 1 working days' notice (for Clauses 11.3.1 and 11.3.2 below) or with immediate effect (for Clauses 11.3.3, 11.3.4, 11.3.5, 11.3.6 and 11.3.7 below), in each case without compensation to you, and without prejudice to our rights to damages for any breach by you of this Agreement, if any of the following events occurs:-

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

11.3.2 you provide incorrect, false or incomplete information to us;

11.3.3 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;

11.3.4 the equivalent of any of the events referred to in Clauses 11.3.2 and 11.3.3 under the laws of any relevant jurisdiction occurs to you;

11.3.5 you become or threaten to become bankrupt or insolvent;

11.3.6 the requirements of the relevant Regulatory Authority or any other authority result in us having to stop providing any of the Services or to provide any of the Services in a manner which is unacceptable to us; or

11.3.7 we believe that you are likely to create imminent harm (such as interruption, disruption, congestion or any Unauthorised Act) to the Network or any third



party's networks or systems or our provision of the Services, or to defraud us, or are likely to create imminent harm or harass or are abusive to our personnel.

In such event, 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.

In addition, if we suspect that you are using or allowing any of 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 to you.

11.4 We may restore any suspended or terminated Services after you have paid for any restoration or re-connection Charges and reimbursed us for our reasonable costs in suspending/terminating the Services and after you have made good the breach or default.

11.5 If any of the Services is terminated:-

11.5.1 all sums due, accruing due or payable to us in respect of that Service up to the date that Service is terminated will become immediately due and payable to us;

11.5.2 refunds may be made by us in the same mode as payment is made for the Service by you or in such other manner as we decide. If a refund has been issued, we may charge a processing fee if you request for changes to be made to the refund;

11.5.3 you must immediately return to us all Equipment which we have leased or rented to you in respect of that Service, in good condition, failing which we may charge you for costs incurred in repossessing, replacing or repairing such Equipment;

11.5.4 we have the right to retain any of your Equipment which is used in respect of that Service and which are on our premises until receipt of all sums due or accruing due or payable to us in respect of that Service; and

11.5.5 subject to Clause 11.5.4 above, you must immediately remove all your Equipment which is used in respect of that Service and which is on our premises. If you fail to do so, we will be entitled to remove it at your own risk and cost.

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

We will determine, in our sole discretion, on a case-by-case basis, the steps which are necessary to address any breach of this Agreement. Such steps include investigating any suspected or alleged breach of this Agreement, including obtaining information from you, any complainant and the examination of Content on our server. Nothing contained in this Agreement will limit our actions or remedies in any matter and we reserve at all times all rights and remedies available to us at law.

We and the Service Providers shall not be liable for any damages, losses, costs or expenses of any nature suffered by you or third party resulting in whole or in part from the exercise of our rights under this Agreement. By using the Services, you agree to waive and hold us and the Service Providers harmless from any claims relating to any action taken by us, including the conduct of an investigation, issuance of a warning, refusal, removal, modification or denial of access to Content, suspending or terminating the Services, or other appropriate action in relation to any suspected or alleged breach of this Agreement.

## **12. STARHUB E-BILL**

**12.1 Eligibility for StarHub e-bill:** Unless otherwise agreed by us, all customers who, on or after 27 September, sign up for new Service(s) or recontract any Service(s) (with or without a Minimum Period of Service), will receive e-bills via StarHub e-bill service. If they wish to also receive paper bills, they may make an online request for Add Paper Bill VAS at a fee pursuant to Clause 12.3 below. Applications can be made online and are subject to our approval and may be declined at our discretion. You must do the following before you can sign up for StarHub e-bill service:-

12.1.1 sign up for a Hub iD account (at [www.starhub.com/hubid](http://www.starhub.com/hubid) or such other link as may be prescribed by us), which you will use to access the StarHub e-bill service. The usage of certain email names in the email address that you use to register for a Hub iD account may prevent you from receiving your email bill notifications. For example, "abuse", "admin", "all", "customercare", "hostmaster", "postmaster", "root", "sales", "support", "system admin" and "webmaster"; and

12.1.2 provide us with an active email address and/or mobile service number and all details as may be required on our online application form. The email address must be the one you use to register for a Hub iD account or otherwise accepted by us.

## **12.2 Use of StarHub e-bill**

12.2.1 Upon our acceptance of your application for StarHub e-bill service, you will no longer receive paper bills by post. Instead, on the date when the bill is generated (as determined by us), it will be made available in electronic form on StarHub e-bill service.

12.2.2 You agree that upon the bill being made available in electronic form to you on StarHub e-bill service, the bill shall be deemed to have been delivered to you.

12.2.3 Upon successful activation of StarHub e-bill service, you may log-on to My Account from time to time to view your bill(s) and/or to carry out other transactions available on StarHub e-bill service.

12.2.4 You will be notified of any new electronic bill presentments ("e-bill notification") on StarHub e-bill service at the last email address or mobile service number notified by

you to us. You acknowledge that the short message service alert service will be offered subject to availability and shall be at our sole discretion.

- 12.2.5 You are responsible for logging in and viewing your bill(s) or letter(s) (if applicable) in a timely and prompt manner, and to notify us if there is any delay or failure in the delivery of the electronic form of the bill(s), or letter(s) (if applicable) or notification.
- 12.2.6 You remain responsible for ensuring timely payment of any and all bills in accordance with these General Consumer Terms & Conditions and the applicable Service Specific Terms and Conditions, regardless of whether your bill is available for viewing, or if you are unable to access or late in accessing your bill, on StarHub e-bill service. You may contact us to arrange for payment if any bill cannot be accessed on StarHub e-bill service.
- 12.2.7 You acknowledge and agree that whilst email or short message service (if applicable) is used as a means of communicating between you and us, there are risks inherent in such forms of communication including the risk of non-delivery, wrong delivery, disruption in delivery or truncated or illegible delivery. We shall not be liable to you for any damages, losses, costs or expenses arising out of the use of such communication.

### 12.3 **Add Paper Bill VAS**

- 12.3.1 If you wish to receive paper bills, you must sign up for it. Paper bills will be treated as a value-added service ("Add Paper Bill VAS") to StarHub e-bill service. The Add Paper Bill VAS will be subject to a monthly fee of \$1.00 (inclusive of GST) per bill per billing account or such other fee as may be prescribed by us from time to time.
- 12.3.2 To sign up for paper bills, you must apply online for the Add Paper Bill VAS via My Account (click 'Bill Settings') and provide us with a valid local mailing address. Each billing account will require separate applications. You must notify us of any changes to your local mailing address; otherwise, you may not receive the paper bills.
- 12.3.3 We will waive the monthly fee for paper bills of a particular billing account, if you are a senior citizen customer (i.e. 60 years and above) with an active Service subscription with us. We reserve the right to impose the monthly fee for paper bills at any time with prior notice.
- 12.3.4 You may terminate or opt out of paper bill at any time via My Account (click – 'Bill Settings').
- 12.3.5 The Add Paper Bill VAS will automatically terminate if all your Service subscriptions in the same billing account are terminated for any reason. In such an event, you will continue to receive e-bill notifications and will need to view your bills on StarHub e-bill service instead, including during the termination notice period (if any) and/or for any outstanding Charges.

**12.4 Your responsibilities**

12.4.1 You are responsible for providing an accurate and valid email address and/or mobile service number to enable e-bill notifications to be sent to you. .

12.4.2 You shall also notify us promptly of any changes in the email address and/or mobile service number (if applicable). In the event of non-delivery, wrong delivery or failure in delivery of any e-bill notification to the email address or mobile service number provided by you, the e-bill notification shall be deemed to be delivered to you on the date of first transmission or transmission attempt by us to your last provided email address or mobile service number (where applicable). You can update or confirm any changes to your personal information by visiting your account at My Account Manager or on My StarHub app.

12.4.3 In the case of persistent failure of delivery of any e-bill notifications to you, we may at our discretion cease sending e-bill notifications to you until such a time when you provide us with a correct and valid email address or mobile service number for resumption of the e-bill notifications.

**12.5 Charges:** StarHub e-bill is a complimentary service offered by StarHub. However, we reserve the right to impose any charges for use of StarHub e-bill service at any time with prior notice.. You may request a reprint of your bill(s) to be sent to you at a local address by post, at any time, subject to the payment of \$5.35 (inclusive of GST) for each bill dispatched or such other amount as may be prescribed by us from time to time.

**12.6 Termination of StarHub e-bill service**

12.6.1 We may terminate your StarHub e-bill service within a reasonable time after you have terminated all Services with us and/or the Service Providers on whose behalf we are billing, and have discharged all outstanding payment obligations.

12.6.2 You agree that we may from time to time change, suspend or discontinue StarHub e-bill service. In such an event, we will do our best to notify you via a notice sent to your last known email address, mobile service number or postal address.

**13. OTHER LEGAL MATTERS**

This section is important and sets out certain of StarHub's and your legal rights and obligations.

**13.1 Indemnity**

You must indemnify us, including our employees, directors and agents, in full against all claims, damages, losses, liabilities, claims, costs, expenses, demands and actions resulting from your use of the Services, your negligence, omission, act or breach of this Agreement.

### **13.2 Intellectual Property**

Any and all StarHub Intellectual Property will continue to belong to us or our licensor(s). You may not use or permit anyone to use any StarHub Intellectual Property except as may be necessary for your lawful use of the Services or as permitted by us.

### **13.3 Conclusiveness of Records**

In the absence of fraud or manifest error, subject to Clause 2.3.3 above, all our records relating to the Services are conclusive evidence of their accuracy and completeness.

### **13.4 Transferring this Agreement**

You may not assign, novate or transfer any of your rights and/or obligations under this Agreement without our prior written consent. We may assign, novate and/or transfer all or part of our rights and/or obligations under this Agreement to any party and will give you notice of this.

### **13.5 Changes to this Agreement**

13.5.1 Unless the Service Specific Terms & Conditions and/or other terms & conditions otherwise agreed between us in writing state otherwise, you may apply for additional Services or request for changes to the existing Services verbally through our customer service in writing or electronically.

13.5.2 There may be a Charge if you cancel or change any order or Services.

13.5.3 We may from time to time change any of the General Consumer Terms & Conditions, Service Specific Terms & Conditions and other 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 & Conditions on our website will constitute notice of the changes. If you continue to use the Services, you will be taken to have accepted the changes.

### **13.6 Matters Beyond Our Reasonable Control**

13.6.1 We will not be liable for any delay or failure in performance under this Agreement resulting from matters beyond our reasonable control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, acts of terrorism, accident, fire, lightning, equipment failure, cyberattacks (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 the 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) or epidemics of infectious diseases.

- 13.6.2 In addition, 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.

### **13.7 Communications**

- 13.7.1 Without prejudice to Clause 13.5.3 above, we may communicate with you for any matter under this Agreement or the Services by email to your contact details in our records or by such means as we may notify you from time to time. If there is any change in these details, you must inform us immediately in writing.
- 13.7.2 Unless you specifically notify us otherwise, we may send you information on offers and marketing/promotional material relating to any of the Services or our advertisers' products or services, and such information and materials will not be deemed to be unsolicited.

### **13.8 Customer Service Support**

- 13.8.1 **General:** While we try to provide effective and timely Customer Service Support, response times may take longer during peak periods. We may direct you to other forms of Customer Service Support.

In the course of your interaction with the members of our Customer Service Support team, you may request for or receive quotations of prices for some of our Services. Unless otherwise stated, the prices quoted will be at the prevailing rates on the date of quotation. We seek your understanding that these quoted prices may no longer be valid at the date of subscription. If you do choose to proceed with subscription, the prevailing rates at the time of purchase will be applicable.

- 13.8.2 **VIVR:** In order to use VIVR, you must acquire at your cost your own hardware, along with data connectivity that will support VIVR. In the event you use VIVR to contact our Customer Service Support, you may incur data charges and call costs when using VIVR.

You must have downloaded the latest My StarHub app on your mobile device to access VIVR and you agree that the VIVR may be automatically linked to any apps as may be determined by us from time to time. If you choose to activate the VIVR appearing on your mobile device, you agree that app or any other apps as may be determined by us from time to time will be launched from your mobile or web browser.

We may from time to time withdraw, suspend, change or terminate any part or whole of the VIVR at our discretion (for example, without limitation, as part of planned maintenance, trouble-shooting or upgrades). We endeavour, where reasonably practicable, to give you reasonable advance notice of such changes. We will notify you of such changes through written notice, email, our bill, our website or such other form as we may deem appropriate.

### **13.9 No Waiver**

If we do not, or if we delay, the exercise or enforcement of any of our rights under this Agreement, we will not be considered to have waived our rights, and our right to fully exercise and enforce all our rights under this Agreement will not be affected.

### **13.10 Confidentiality**

You must not use or disclose to any person any information (other than information that is or has become publicly available) relating to any of the Services or us which you obtain from us or our agents in connection with this Agreement and the Service, except to the extent necessary to comply with law, court order or any regulatory authority.

### **13.11 Entire Agreement and Severability**

13.11.1 This Consumer General Terms & Conditions, the Service Specific Terms & Conditions and/or other terms and conditions otherwise agreed between us in writing, contain the whole agreement between you and us with respect to the Services you subscribe for, and there are no other agreements or terms, oral or written, express or implied, which govern the provision by us of the Services.

13.11.2 If any part of this Agreement is invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall not be affected.

### **13.12 Rights of Third Parties under this Agreement**

Save for our Affiliates, third parties who are not involved in this Agreement cannot enforce it under the Contracts (Rights of Third Parties) Act (Cap 53B).

### **13.13 Applicable Laws**

This Agreement is governed by Singapore law. Our provision of the Services is subject to the Act and we are required to comply with the directives and orders of all relevant Regulatory Authorities.

Both you and we irrevocably submit to the non-exclusive jurisdiction of the Singapore courts for any legal proceedings relating to this Agreement. Either party may also refer any dispute to the Small Claims Tribunal. If we agree with you that arbitration would be an appropriate forum, we may jointly refer the dispute for arbitration.

### **13.14 StarHub Personal Data Protection Policy**

You confirm your agreement to the StarHub Personal Data Protection Policy, which may be accessed at our website.

### 13.15 Meanings

This Clause sets out how certain words and phrases are used in this Agreement.

#### What these words mean in this Agreement

- "Act"** : the Telecommunications Act, or as applicable, the Info-communications Media Development Authority Act 2016 (No. 22 of 2016), as may be changed from time to time.
- "Affiliate"** : any related or associate company of StarHub Ltd including their successors, assigns, employees and agents.
- "Agreement"** : the agreement between you and us comprising the Consumer General Terms & Conditions, the applicable Service Specific Terms & Conditions, any documents referred to in these Consumer General Terms & Conditions, any Customer Service Warranty applicable to the Services and any service agreement, application or order form or service agreement, any other terms and conditions that you and we may have agreed or accepted from time to time.
- "Charges"** : all activation, connection, re-connection, subscription, usage, cancellation and administrative charges and other fees to be paid by you for or relating to the Services or the Equipment. The Charges will be in accordance with the rates in our prevailing tariff tables available at our offices, customer service centre or shops, or as mutually agreed in writing between you and us.
- "Content"** : all information, text, sound, music, Software, photographs, videos, graphics, data, messages, links or other materials.
- "Customer Service Support"** : all forms of customer support provided by StarHub, including without limitation, at StarHub's customer service centres, via email at [customercare@starhub.com](mailto:customercare@starhub.com), customer service hotlines, live chat or social media.
- "Customer Service Warranty"** : a scheme providing compensation for failure in the provision of selected Services.
- "Equipment"** : any equipment which we may provide, sell, lease or rent to you, maintain for you or which is otherwise needed for the provision of the Services.
- "GIRO"** : General Interbank Recurring Order.



- "IMDA"** : Info-communications Media Development Authority of Singapore, its successors and assigns.
- "Minimum Period of Service"** : such committed Services' subscription period as may be set out in the Consumer General Terms & Conditions, Service Specific Terms & Conditions or any other terms and conditions that you and we may have agreed or accepted from time to time or in our tariff tables starting from the Start Date.
- "StarHub e-bill service"** : the electronic bill presentment service offered by us.
- "Network"** : all networks owned, maintained or operated by, and/or leased/licensed to us through which we provide the Services to you.
- "PIN"** : personal identification number.
- "Premises"** : the property bearing the Service Address and is owned or occupied by you.
- "Regulatory Authority"** : IMDA, its successors and/or assigns.
- "Services"** : any info-communications services, any other services (including, where appropriate, the cabling, construction and connection service in order that you may access the Services), products or applications which we and/or the Service Providers provide to you including any value-added features and promotions.
- "Service Address"** : the address at which we agree to provide the Services.
- "Service Provider"** : any third party service provider involved in providing the Services to you and/or on whose behalf we are billing, including without limitation any network operator or telecommunication service provider.
- "Service Specific Terms & Conditions"** : the service specific terms and conditions that we impose in respect of any particular Service, which are set out on our website ([www.starhub.com](http://www.starhub.com)) or in the press, manuals and handbooks accompanying the use of Equipment and/or Service, or any other adhoc promotional material for the Service and/or customer loyalty programmes relating thereto, and any other terms and conditions which you and StarHub may agree in

writing governing the use of Equipment and/or Service.

- "SIM"** : Subscriber Identification Module.
- "Software"** : 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.
- "StarHub Intellectual Property"** : all copyrights, patents, trademarks, tradenames, logos, service marks and other intellectual property or proprietary rights in or related to us, any Service, our Network, system, Software or Equipment.
- "Start Date"** : unless the key terms for the Services you are using say otherwise, the earliest of the following dates:-  
 (a) the date when the Services are ready for use as notified by us;  
 (b) the date when your PIN is issued or your application for the Services is accepted by us; or  
 (c) the date you first use the Services.
- "Taxes"** : any and all taxes, goods and services tax, duties, levies and other similar Charges imposed under any law in respect of the provision of the Services or on any Charges or payment due from or payable by you to us.
- "Unauthorised Acts"** : any tampering, modification, removal, destruction and/or damage of or to the Network, unauthorised connection to the Network, including without limitation, such connections that cause interruption, disruption, congestion in and to the Network or any third party's networks or systems, or use of the Network for a purpose other than that of the reception of the Services according to the applicable terms and conditions governing the use of the Services.
- "us" or "we" or "our"** : StarHub Ltd (Reg. No. 199802208C) and/or StarHub Ltd's relevant Affiliate providing the particular Service or carrying out the specific activity which may be added to or changed by us, and includes their successors, assigns, employees and agents.
- "VIVR"** : Visual interactive voice response - a means of communication which allows you to make a face-to-face call with our Customer Service Support team.
- "Works"** : all works (including, where relevant, road surface opening, digging, cabling, installation of Equipment and/or such works as may be specified by us or otherwise) to be performed by us for

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the purpose of enabling the Premises to be connected to the Network for the provision of the Services.

**"you" or "your"** : the person who uses or intends to use the Services (including his or its successors and permitted assigns) and anyone appearing to us to be acting with that person's authority or permission.

Any decision to be made by us or actions that we may take in this Agreement may be made at our sole discretion.