

**STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS  
DIRECT CARRIER BILLING**

These are StarHub's Service Specific Terms & Conditions for customers who registered for or use our direct carrier billing Service to charge their Application purchases over the Application Stores to their StarHub bills.

**1. Service Specific Terms & Conditions**

- 1.1 In addition to these 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.
- 1.2 **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 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.
- 1.3 **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.

**2. Terminology**

<b>Term</b>	<b>Description</b>
Application	Refers to any software program or other downloadable digital content (together with any applicable documentation or end user license agreement) created by a third party application developer or publisher that you have purchased or licensed from any of the participating Application Stores and includes any in-application purchase for the same
Application Stores	Refers to (a) Google's Google Play; (b) Apple's "iTunes Store", "Apple Music", "the App Store" and "iBook Store"; (c) Microsoft's online marketplace known as "Store" or its successor, or such other third party application store that partners with StarHub for this Service from time to time
Billing and/or Collection on Behalf Services	Refers to the Service provided to you by the StarHub System, including the facilitation of billing of your purchase, license and/or subscription of the Applications via your mobile bill
Service Provider	Refers to a third party which provides StarHub with delivery and ancillary fulfilment services to facilitate your purchase. Service Provider may include Google Ireland Limited, Apple Distribution International, Microsoft Corporation and any other third party that StarHub may include from time to time for the billing and/or collection on behalf service
StarHub System	Refers to the computer software and systems that enable StarHub to provide billing and/or collection services on behalf of Application Stores

Vendor	Refers to the third party authorised application or content developer who has entered into a contract with Service Provider to sell and/or license their Applications to end users through the StarHub System
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3. **Provision of Service**

3.1 **No liability**

3.1.1 **Factors beyond our control:** We shall not be liable for any delay in or the failure to perform obligations under these Service Specific Terms & Conditions if that delay or failure is caused by circumstances beyond StarHub's control or by a third party.

3.1.2 **Content:** We have no control over the Content provided via the Service Providers and are not responsible to ensure that Applications and/or Content will not contain or promote anything defamatory, illegal or discriminatory.

3.2 **Usage:** Each Application and your use of it is subject to the terms and conditions contained in the Vendor's end user license agreement, as set out on their website or WAP site or as otherwise provided to you by them. You may also be subject to the applicable terms and conditions of the Application Store.

3.3 **Technical support:** Neither we nor the Service Provider provides any operational or technical support for the Applications. However, such technical support may be provided to you by the Vendor.

3.4 **Suspension of Service:** We may suspend your use of the Service where it is suspected that there is unauthorized or fraudulent use of the Service. In the event that your use of the Service is suspended pursuant to this Clause, you may be barred from any future use of this Service.

3.5 **Transaction limits:** We may implement a per-transaction value limit or per-calendar month spending limit in your interest. Such limit may cause a temporary suspension of your use of the Service once such limit has been reached.

3.6 **Barring:** The Service is under full premium rate services barring ("**Full PRS Barring**"), which allows you to request for a StarHub mobile number or Service to be blocked or barred from using this Service. If you request for Full PRS Barring, you may not be able to access or purchase this Service (including the Application Stores, Applications or Content) or the StarHub Services.

4. **Eligibility**

4.1 **StarHub customers only:** The Service is only available to StarHub post-paid mobile customers.

4.2 **Transfer or porting:** If you transfer or "port" your mobile telephone number from us to another carrier, your will be deemed to have cancelled the Service and will no longer be able to use the Service for your mobile telephone number after the "transfer" or "porting" is completed. Notwithstanding the above, you will remain responsible for all fees and Charges incurred prior to the mobile number transfer or "porting".

5. **Charges and payments**

5.1 **Price:** Prices for Applications are determined by the Service Provider and/or Vendor and are subject to adjustment or taxes or currency exchange rates determined by them.

5.2 **Post-paid mobile customers:** You agree and acknowledge that your acceptance of a Charge during the transaction process will entitle StarHub to collect payment through your post-paid mobile Service bills. If you are a post-paid mobile customer, you will see the Charge on your monthly phone bill.

5.3 **Subscription services**

5.3.1 **Billing:** If you subscribe to a subscription service on an Application, you will be billed in accordance with the subscription frequency and price indicated at the time of your subscription.

5.3.2 **Cancellation:** You are required to refer to the applicable subscription cancellation option at the time of subscribing to the subscription service. Such cancellation request must be made to the respective Vendor or Service Provider. If the subscription is not cancelled prior to the renewal date, you may no longer have the right to cancel or receive a refund and any cancellation will take effect from the following renewal period.

5.4 **Refunds and returns**

5.4.1 **Purchases:** All purchases of Applications or Content are considered final.

5.4.2 **Incorrect debiting:** If your post-paid account has been incorrectly debited, you must notify us within 30 days of receiving your StarHub bill.

5.4.3 **Refunds and disputes:** This Clause does not apply in respect of any issues relating to the operation or performance of the Applications and all refunds or disputes relating to the Application or the Content should be referred to the relevant Service Provider and/or Vendor.

6. **Personal Data**

By using this Service, you consent to your Personal Data being collected, used and/or disclosed to or by StarHub, our Service Providers and Vendors for the purpose of providing you the Service. You further agree that we may share your Personal Data with third party service providers who provide operational services to us, such as telecommunications, information technology, payment, payroll, processing, or other services to StarHub for the purpose of providing this Service.

7. **Warranties and liability**

For the avoidance of doubt, StarHub shall not be liable for the quality or performance of the Applications or Application Stores provided by the Service Providers or for Content accessed through the Service.