

Terms and Conditions – SmartSupport (for JUMPhone)

1. TERMS, ACCEPTANCE AND INTERPRETATION

- 1.1 These terms and conditions (**Terms**) set out the agreement between you and **StarHub** (the **Agreement**) in relation to your use of the **Services** in relation to your **Registered Device**.
- 1.2 You acknowledge that you have read and fully understood these **Terms**. Your enrolment to the **Services** constitutes unconditional acceptance to be bound by these **Terms** as may be amended from time to time.
- 1.3 Words and phrases which appear in bold are defined in the context which they appear or in the definition clause 15 below.
- 1.4 A reference to “you” and “your” means the customer who seeks to enrol or has enrolled for the **Services**.

2. SERVICE DESCRIPTION AND PROGRAM

2.1 SmartSupport includes:

2.1.1 the ability to request:

- (a) a **Like Mobile Device** in exchange for your **Registered Device** if your **Registered Device** is in your possession (a **Swap**); or
- (b) a **Like Mobile Device** if your **Registered Device** is not in your possession (a **Replacement**); and

2.1.2 access to **Tech Support** via the **SmartSupport Digital Channel**,

(together the **Program**).

- 2.2 **StarHub** reserves the right to suspend, modify or discontinue any part or all of the **Services** or **Program** at any time at its sole discretion.

3. ENROLMENT

- 3.1 *Enrolment* – Your **Registered Device** will be automatically enrolled for the **Services** as part of your **Device Lease**.
- 3.2 *Enrolment conditions* – For your continued enrolment in the **Services**, your **Device Lease** must be active and your **Registered Device** must be used with your **Mobile Plan**.

4. FEES

4.1 Service Fee

4.1.1 For each **Service Request** for a **Swap** or **Replacement** you will either pay:

- (a) the **Swap Fee** if the **Registered Device** is in your possession and you request a **Swap**; or

(b) the **Replacement Fee** if the **Registered Device** is not in your possession and you request a **Replacement**.

The applicable **Service Fee** is based on the **Tier** set out in the table below applicable for your **Registered Device**.

Tier (Device RRP)*	Swap Fee (inclusive of GST)	Replacement Fee (inclusive of GST)
1 (Less than or equal to \$250)	\$25	\$75
2 (\$251 - \$500)	\$80	\$220
3 (\$501 - \$750)	\$150	\$500
4 (\$751 - \$1,500)	\$170	\$550
5 (\$1,501 - \$2,000)	\$250	\$680
6 (More than \$2,000)	\$280	\$850

**Device RRP is the recommended SGD retail price of your Device (including GST) on the date the Device was launched by StarHub.*

All fees are quoted in SGD unless otherwise specified.

4.2 **Incorrect Device** - In the event that the **Device** claimed to be the **Registered Device** for the purpose of a **Swap** is not the **Registered Device**, you must pay the **Replacement Fee**.

4.3 **GST** - All **Service Fees** set out in this clause 4 and throughout these **Terms** are inclusive of GST at the current rate of 7%. In the event of a change to the rate of GST, **StarHub** reserves its right to adjust the **Fees** and prices accordingly.

5. SERVICE REQUEST

5.1 You may make a **Service Request** by contacting the **SmartSupport Centre**. You cannot make a **Service Request** at a **Retail Store**.

5.2 The **SmartSupport Centre** will only accept your **Service Request** if:

5.2.1 the **IMEI** of the **Registered Device**, subscriber's name, mobile phone number and **National ID** under which the account is active are correct and correspond with the information given by you to **StarHub**;

5.2.2 your **Device Lease** remains active as at the time of the **Service Request** and your **Registered Device** was active on the **Network** before the time of the **Service Request**;

5.2.3 all amounts due to **StarHub** are paid on their due dates;

5.2.4 you provide any additional information reasonably requested by **StarHub** including in the form of a signed confirmation or acknowledgment;

5.2.5 you are within the **Limit** as set out in clause 5.3 below;

5.2.6 **StarHub** has no reasonable belief that you have transferred, retailed, sold, or hired your **Registered Device** to another person;

5.2.7 the **Service Request** is not for a **Device Accessory**;

5.2.8 the **Registered Device** has not been the subject of **Modification**; and

5.2.9 **StarHub** reasonably believes that you are not using the **Service** in a manner which is, or is reasonably believed to be fraudulent, illegal or related to any criminal activity; or intended to make a commercial gain.

5.3 You may make up to:

5.3.1 two **Service Requests** for a **Swap**; or

5.3.2 one **Service Request** for a **Swap** and one **Service Request** for a **Replacement**,

in any rolling 12-month period of your **Subscription (Limit)**.

To illustrate, if you make two **Service Requests** for a **Swap** within any 12 months, you can only make another **Service Request** 12 months after the **Shipment Date** of your first **Service Request**. If you make a **Service Request** for a **Swap** and a **Service Request** for a **Replacement** within any 12 months, you can only make another **Service Request** 12 months after the **Shipment Date** of the first **Service Request**.

	Illustration of Service Request Limit (example 1)	Illustration of Service Request Limit (example 2)	Illustration of Service Request Limit (example 3)	Illustration of Service Request Limit (example 4)
Service Request 1	Swap (anytime)	Swap (anytime)	Swap (anytime)	Replacement (anytime)
Service Request 2	Swap (anytime)	Replacement (anytime)	Replacement (anytime)	Swap (anytime) OR Replacement (12 months after Shipment Date of Service Request 1)
Service Request 3	Swap (12 months after Shipment Date of Service Request 1)	Swap (12 months after Shipment Date of Service Request 1)	Replacement (12 months after Shipment Date of Service Request 1)	
Service Request 4	Swap (12 months after Shipment Date of Service Request 2)	Swap (12 months after Shipment Date of Service Request 2)		

5.4 *Information* - When you make a **Service Request**, you are not required to establish that your **Registered Device** is broken, lost, stolen, damaged or that any analogous event has occurred. For a **Replacement**, **StarHub** will send you a new **SIM** card after receipt of your request.

5.5 *Like Mobile Device* – At the time of the **Service Request**, **StarHub** will indicate to you the **Device** it will provide as a **Like Mobile Device** as a **Swap** or a **Replacement**. For the avoidance of doubt, **StarHub** will be deemed to have discharged its obligation to provide a **Like Mobile Device** to you if **StarHub** offers you a **Like Mobile Device**, in accordance with these **Terms**.

5.5.1 If you do not wish to accept the **Like Mobile Device** offered for any reason (not being colour), **StarHub** may (though not legally obliged to do so) in its sole discretion and on a goodwill basis, offer you the option to wait for up to 30 days (**Goodwill Period**) for **StarHub** to offer you another **Like Mobile Device (Second Like Mobile Device)**.

5.5.2 **StarHub** will contact you before expiry of the **Goodwill Period** to offer the **Second Like Mobile Device**. If you do not wish to accept the **Second Like Mobile Device** for any reason, **StarHub** will have no further obligation in relation to the goodwill offer. Your **Service Request** will be cancelled without further reference to you and **StarHub** will not be liable to you for your own decision to decline the **Second Like Mobile Device**.

5.5.3 If you do not wish to accept the **Like Mobile Device** offered because of the colour when you are offered the same make and model as your **Registered Device**, your **Service Request** will be cancelled without further reference to you and **StarHub** will not be liable to you for your own decision to decline the offered **Like Mobile Device**.

6. SWAP OR REPLACEMENT

6.1 *Preparation* - You must turn off any personal lock security feature before returning the **Registered Device** via the **Courier**.

6.2 *Title and rights* - You will transfer all rights and interests in the **Registered Device** to **StarHub** or its appointed service provider on the **Acceptance Date** of your **Service Request** relating to that **Registered Device**. You shall not transfer, sell, hire or otherwise deal with the **Registered Device** in a manner that is not consistent with the ownership rights of **StarHub** or its appointed service provider.

6.3 *StarHub actions* – **StarHub**, or its appointed service provider, as the owner of the **Registered Device**, may (i) register the **IMEI** of the **Registered Device** with the Singapore Police Force and any other relevant law enforcement authorities; and (ii) take any other action consistent with ownership of the **Registered Device** that it deems necessary including informing the Singapore Police Force and any other relevant law enforcement authorities to assist in recovery of the **Registered Device**.

6.4 *Data left on Device and transfer* – You shall be solely responsible for all data stored in your **Registered Device** and you shall delete all data from the **Registered Device** before its collection by **StarHub**. **StarHub** is not responsible for any data left or remaining on the **Registered Device** and will not transfer any such data or information between the **Registered Device** and the **Like Mobile Device**. Such data left or remaining on the **Registered Device** or transfer of any data or information from the **Registered Device**, if done by **StarHub** at your request, will be done entirely at your own risk and without liability on **StarHub's** part. In the event there is any inconvenience, delay, loss, misappropriation of or damage to any data or information, you agree not to hold **StarHub** responsible or liable for any such damage to you.

6.5 *Service Fee* – The **Service Fee** will be payable to **Asurion**, as **StarHub's** appointed service provider, for the collection of **Service Fee** via **Card** over the phone at the time of your **Service Request** or by any other payment method that **StarHub** may choose to make available.

6.6 *No representation or warranty* – **StarHub** makes no representation or warranty that any **Like Mobile Device** will be identical, of the same colour or offer the same functionalities as your **Registered Device**.

7. DELIVERY

7.1 *Address in Singapore* – Save for international delivery pursuant to clause 7.4, the delivery must be to your registered or billing address on the main island of Singapore, Sentosa, Jurong Island or the outlying islands of Singapore. **StarHub** will not deliver a **Like Mobile Device** to a post office box, MRT station, shopping centre, car park or any other public place. Where a delivery is to Jurong Island or the outlying islands of Singapore, you will be responsible for obtaining all necessary security clearances for the delivery.

7.2 *Timings* – The delivery of a **Like Mobile Device** will be via **Courier** on Monday to Saturday, excluding Sunday and public holidays. Delivery times for the main island of Singapore and Sentosa will be as per the times set out in the table below subject to any extensions as may be required for (i) **Force Majeure** events; (ii) where the **Courier** delays such delivery; or (iii) where **StarHub** deems it necessary to perform additional verifications relating to your **Service Request**. The **SmartSupport Centre** will advise you on the time frame for deliveries to Jurong Island and the outlying islands of Singapore.

Time of Service Request for a Swap or Replacement	Delivery time*#
Monday to Saturday, 8am to 1:59pm	Within 4 hours of the Acceptance Time
Monday to Friday, 2pm to 11:59pm	By 12pm on the next day
Tuesday to Saturday, midnight to 7:59am	By 12pm on the same day
Saturday 2pm to Monday 7:59am	By 12pm on Monday

* For delivery times that fall on a public holiday, the delivery will occur on the next day that is not a public holiday.

If clause 5.5.1 applies, then the delivery times set out above will not apply to your **Service Request**.

7.3 *Costs* – Deliveries to an address in Singapore will be made at no charge to you except that any deliveries after two failed attempts to deliver to you; or scheduled for a public holiday, if offered by **StarHub**, will be subject to a surcharge to be paid by you in advance by **Card**.

7.4 *International delivery* – If you make a **Service Request** for delivery to a location outside of Singapore, this will be deemed to be a **Service Request** for a **Replacement** and the following conditions apply:

7.4.1 a **Like Mobile Device** will be delivered to you by **Courier** at your cost and subject to delivery time periods and other limitations and applicable restrictions as determined by the **Courier** engaged to make such international delivery. You must pay such delivery costs by **Card** at the time of your **Service Request**. In the unlikely event that the **Courier** fails to make such international delivery to you, **Asurion** will refund the applicable **Replacement Fee** by your original method of payment within 30 days (or such other period as may be notified by **StarHub**) of being informed of the **Courier's** failure to make such delivery; and

7.4.2 upon a **Like Mobile Device** being delivered to you and upon your return to Singapore, you may contact the **SmartSupport Centre** by telephone within 14 days of your return to Singapore to arrange the return of your **Registered Device**. If you contact the **SmartSupport Centre** to arrange a return, a **Courier** will be arranged to collect your **Registered Device** in accordance with the timescales provided by the **SmartSupport Centre**. **Asurion** will then refund the difference between the **Replacement Fee** and the **Swap Fee** by your original method of payment within 30 days (or such other period as may be notified by **StarHub**) upon verification that the **Registered Device** was returned. No refund will be provided if the **Device** collected was not the **Registered Device** and you will then be informed of the time and location at and from which you may collect your **Device**.

- 7.5 The **Like Mobile Device** will not be delivered in its original packaging.
- 7.6 *Delivery formalities* – In order to complete the **Service Request** for your **Registered Device (Original Registered Device)**, the **Courier** delivering the **Like Mobile Device**:
- 7.6.1 will ask for and verify the same **National ID** you provided when enrolling for your **Program**;
- 7.6.2 in the case of a **Swap**:
- (a) will verify that the **Device** you are presenting is the same as the **Registered Device** (by comparing the make, model and **IMEI** of the **Registered Device** against that of the **Device** you present) and collect the **Original Registered Device** from you; and
- (b) may, inspect the **Registered Device** to see if there is any **Modification**; and
- 7.6.3 will deliver the **Like Mobile Device (Delivered Device)** to you alone (and no proxy will be accepted).
- 7.7 As of the time of delivery, you acknowledge that:
- 7.7.1 the **Delivered Device** becomes your **Registered Device**;
- 7.7.2 the **Delivered Device** is sufficient consideration for you to transfer all rights and interests in the **Original Registered Device** and you have relinquished all rights in the **Original Registered Device**; and
- 7.7.3 if a **Swap**, **StarHub** will not return the **Original Registered Device** to you.
- 7.8 *Substitution under Device Lease* - Any **Delivered Device** provided to you under these **Terms** will be a substitution of the **Original Registered Device** provided to you under your **Device Lease**.
- 7.9 *Incorrect Device* – In the case of a **Swap** (i) if the make, model or **IMEI** of the **Device** you present does not correspond to that of the **Registered Device**, then the **Service Request** will not be completed; or (ii) if **StarHub** discovers that the **Device** you returned via the **Courier** was not the **Registered Device** at the time the **Service Request** was completed, then you must return the correct **Registered Device** within 7 days of the **Delivery Time** at your own cost and if you fail to do so **StarHub** may treat the **Swap** as a **Replacement** and charge you the **Additional Fee**.
- 7.10 *Failure to disable locking* – In the case of a **Swap**, if **StarHub** discovers that you did not turn off the personal lock security feature in the **Device** you returned via the **Courier** in contravention of clause 6.1, **StarHub** will treat the **Swap** as a **Replacement** and charge you the **Additional Fee**.
- 7.11 *Modified Devices* – In the case of a **Swap**, if **StarHub** discovers that the **Registered Device** you tendered to the **Courier** or returned via the **Courier** has been subject to **Modification**, then **StarHub** will at its sole discretion:
- 7.11.1 reject the **Service Request** at the time the **Registered Device** is tendered to the **Courier** and your **Service Request** will be considered cancelled. **StarHub** will refund the **Swap Fee** by the original method of payment;
- 7.11.2 where returned via the **Courier**, treat the **Swap** as a **Replacement** and charge you the **Additional Fee**; or
- 7.11.3 where returned via the **Courier**, return to you at your cost the **Original Registered Device** tendered to the **Courier**. You must also return to **StarHub** the **Delivered Device** provided as a

Swap. Your **Service Request** will be considered cancelled. **StarHub** will refund to you the **Swap Fee** paid following receipt of the **Delivered Device**.

7.12 *Warranty* – You are entitled to a 6-month warranty for each **Like Mobile Device** against manufacturer malfunctions and defects that starts from the date of delivery of that **Like Mobile Device**. You may make a warranty claim for a **Like Mobile Device** by contacting the **SmartSupport Centre**. Your request for warranty service will be handled in the same way as a **Service Request** except that it will not count towards your **Limit** and the **Service Fee** will not be payable.

7.13 *Acknowledgement*

7.13.1 At any time prior to the time of the delivery, **StarHub** may require you to sign an acknowledgment or confirmation form when you make a **Service Request**.

7.13.2 You acknowledge that:

- (a) any **Device** provided to you as a result of a **Service Request** is intended to be used by you on the **Mobile Plan** associated with this **Agreement** and not to be sold, transferred, displayed for sale or hired nor are the **Services** intended to be used for commercial gain;
- (b) in the case of a **Swap**, **StarHub** will delete all data on the **Original Registered Device** without reference to you and without liability on **StarHub's** part and not return the **Original Registered Device** to you;
- (c) you have been provided with the opportunity to inspect the **Delivered Device** as delivered to you by the **Courier**;
- (d) in the case of a **Replacement**, the **Original Registered Device** is not available for a **Swap** and **StarHub** or its appointed service provider is entitled to register the **IMEI** of the **Original Registered Device** with the Singapore Police Force and to take any action that it deems necessary to recover the **Original Registered Device**;
- (e) The **Delivered Device** is sufficient consideration for you to transfer all rights and interests in the **Original Registered Device** to **StarHub** or its appointed service provider and you have relinquished all rights and interests in the **Original Registered Device**; and
- (f) where your **Registered Device** is replaced under a warranty claim directly with the **OEM**, you have the responsibility of contacting the **SmartSupport Centre** to inform of the **IMEI** of the replacement **Device**.

8. TECH SUPPORT

8.1 **Tech Support (TS)** is an advanced technical support service for your **Registered Device** provided through the **SmartSupport Digital Channel**.

8.2 You may make a request for **TS (TS Request)** via the **SmartSupport Digital Channel**. You cannot make a **TS Request** at a **Retail Store**.

8.3 Your **TS Request** will be accepted if:

8.3.1 the **IMEI** of the **Registered Device**, subscriber's name, mobile phone number and **National ID** under which the account is active are correct and correspond with the information given to **StarHub** by you;

8.3.2 your **Device Lease** remains active as at the time of the **Support Request** and your **Registered Device** was active on the **Network** before the time of the **TS Request**;

8.3.3 all amounts due to **StarHub** are paid on their due dates; and

8.3.4 the **Registered Device** has not been the subject of **Modification**.

8.4 Your use of the **SmartSupport Digital Channel** is subjected to additional terms and conditions of service as stipulated by **StarHub's** appointed service provider, **Asurion**, in the **EULA** and which you accept by installing or using the **SmartSupport Digital Channel**. In addition, if you use **TS** or the **SmartSupport Digital Channel**, certain data and information may be collected, used and disclosed, details of which are located in the **Asurion Policy**.

8.5 By using **TS** or the **SmartSupport Digital Channel** you agree to the **Asurion Policy** and the **EULA** for the **SmartSupport Digital Channel**. In relation to the **Device Services**, if there is any conflict between (i) the **Asurion Policy** and the **EULA** and (ii) these **Terms**, these **Terms** shall prevail.

9. TERM AND TERMINATION

9.1 **StarHub** will supply your **Program** to you until it is terminated in accordance with these **Terms**.

9.2 *Program term* – Your enrollment in the **Program** will continue for the duration of your **Device Lease**. You may choose to continue or terminate the **Program** at the end of your **Device Lease**.

9.3 *Termination by StarHub* – **StarHub** may immediately terminate your **Program** and the **Agreement** at any time if **StarHub** reasonably believes that:

9.3.1 you are using the **Services** (whether intentionally or not) in a way that may adversely impact the reputation of **StarHub**;

9.3.2 you are using the **Services** in a manner which is, or is reasonably believed to be, fraudulent, illegal or related to any criminal activity; or intended to make a commercial gain;

9.3.3 you have breached, or are likely to breach, these **Terms** or engaged in cheating;

9.3.4 you are or may become bankrupt or unable to pay your debts as they fall due;

9.3.5 you have provided **StarHub** with incorrect, false or incomplete, information;

9.3.6 you have ported your mobile number from the **Network** or terminated your **Mobile Plan**;

9.3.7 you have not paid any bills issued by **StarHub** for a period exceeding 30 days from its due date;

9.3.8 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 the provision of the **Services**;

9.3.9 you are likely to create imminent harm or harass or are abusive to any personnel of **StarHub** and its appointed service provider(s), sub-contractors and agents; or

9.3.10 for any other reason at **StarHub's** sole discretion.

9.4 *Automatic termination* – Your **Program** and the **Agreement** will terminate immediately if:

9.4.1 your **Mobile Plan** or **Device Lease** is transferred to another person or terminated by you or by **StarHub**;

9.4.2 you are on a **Mobile Plan** and you migrate the **Registered Device** to a pre-paid plan; or

9.4.3 **StarHub** discovers that you have transferred, sold, displayed for sale, or let on hire your **Registered Device**.

9.5 *Consequences of termination*

9.5.1 *No reactivation* – If the **Services** have been terminated for a **Registered Device**, the **Services** cannot be reactivated for that **Registered Device**.

9.5.2 *Prohibition* –With respect to a **National ID**, if you have been previously rejected or terminated from the **Services**, or service similar to the **Services** where Asurion is the appointed service provider, you will not be eligible to apply for the **Services**.

9.5.3 *Service Requests* – If you have made a **Service Request** which is not fulfilled as at the time of the termination, the **Service Request** may be cancelled.

10. SUSPENSION OF YOUR MOBILE PLAN

10.1 If you voluntarily suspend your **Mobile Plan** for a limited time, your **Agreement** and related **Services** will be suspended in relation to a **Registered Device** for the period during which you have voluntarily suspended your **Mobile Plan** and for a period of 30 days after your suspension of your **Mobile Plan** ends.

10.2 If **StarHub** suspends your **Mobile Plan** for whatever reason, your **Agreement** and related **Services** will be suspended for the period during which **StarHub** has suspended your **Mobile Plan** and for a period of 30 days after **StarHub**'s suspension of your **Mobile Plan** ends.

11. CHANGE OF REGISTERED DEVICE

11.1 Your **Registered Device** may not change except for:

11.1.1 the change made following a **Swap** or a **Replacement**; or

11.1.2 the exchange of your **Registered Device** under an **OEM**'s warranty scheme or other applicable scheme for a new **Device** which is identical to your **Registered Device**. You must inform the **SmartSupport Centre** of such change and provide proof of the exchange where necessary for **StarHub** to update its records with the **IMEI** of such new **Device**, from which time the new **Device** will become the **Registered Device**.

12. DATA PRIVACY

12.1 *Device Services*. You confirm that you have read, understood and give consent to **StarHub**'s prevailing Data Protection Policy which may be found at <https://www.starhub.com/content/dam/starhub/legal-notices-and-terms/consumer/personal-data-protection-policy.pdf> or such other link as may be notified by **StarHub** from time to time (**PDP Policy**) which apply to the **Device Services**.

12.2 *Consent*. You also agree that by applying for or using the **Device Services**:

12.2.1 you are giving consent to **StarHub** and its appointed service provider (and data intermediary, for the purposes of the Personal Data Protection Act 2012), **Asurion**, to use and/or disclose your personal information collected from you:

- (a) in accordance with the **PDP Policy**;
- (b) for the purposes of:
 - (i) assessing your eligibility to enrol, and continue to be enrolled, for the **Program** or use the **Device Services**;
 - (ii) providing you with the **Device Services**;
 - (iii) generating aggregated and non-personally identifiable data sets;
 - (iv) allowing direct and indirect contact with you in connection with the **Device Services**; and
 - (v) managing commercial risks, and preventing, detecting, and investigating suspected illegal activity, fraud, or disputes(the purposes in clause 12.2.1(b) collectively, the **Purposes**); or
- (c) to any relevant governmental and/or regulatory authorities where legally required; and

12.2.2 you consent to **StarHub**'s appointed service provider **Asurion** storing or hosting data with **Asurion**'s affiliates, partners, subsidiaries and unaffiliated third parties including third-party service providers, whether in Singapore or other countries, for the **Purposes** or for any other purpose specified in the **PDP Policy**.

12.3 *SmartSupport Digital Channel*. By executing the **SmartSupport Digital Channel**, you have read, understood and given consent to **Asurion** collecting, using, disclosing, storing and transferring your personal information in accordance to the **Asurion Policy**.

13. MISCELLANEOUS

13.1 *Subject to change, withdrawal, termination and suspension* – The **Services**, these **Terms** and the **Fees** are subject to change (and in the case of **Services**, withdrawal and change), termination, or suspension at any time. **StarHub** will notify you of the changes through the **Website** and if you continue your **Subscription** after such changes are notified, you will be deemed to have agreed to those changes.

13.2 *Service providers, contractors and third parties* – **StarHub** shall be entitled to mandate a third party (like its appointed service provider **Asurion**) to provide the **Services** and collect any **Service Fee** on its behalf, but in any case, your sole recourse will be against **StarHub** and not such third party.

13.3 *Governing law* – The **Agreement** will be governed by and construed in accordance with the laws of Singapore.

13.4 *Entire agreement* – You hereby agree and accept that the prevailing StarHub consumer General Terms & Conditions available at <http://www.starhub.com/about-us/legal-notices-and-terms/terms-and-conditions/consumer.html> or such other link as may be notified by StarHub from time to time (**General Terms**) apply. Your **Device Lease** is also subject to the JUMPhone terms available at www.starhub.com/jumphone or such other link as may be notified by **StarHub** from time to time (**Leasing Terms**). These **Terms** are in addition to the **General Terms** and **Leasing Terms** and these **Terms**, the **General Terms** and the **Leasing Terms** are applicable to the relationship between **StarHub** and you. In the event of inconsistency between these **Terms** and the **General Terms** or **Leasing Terms**, these **Terms** prevail.

13.5 *Promotions* - **StarHub** may from time to time offer promotions relating to all or any of the **Services**. Any such promotions shall be governed by the terms and conditions attached thereto by **StarHub**, and by these **Terms** to the extent that the promotion's terms and conditions are silent. In the event of any conflict between a promotion's terms and conditions and these **Terms**, the promotion's terms and conditions shall prevail.

14. ENQUIRIES

14.1 If you have any queries, complaints, claims or feedback regarding the:

14.1.1 **Device Services**, please contact the **SmartSupport Centre** at 800 852 6030 (+65 6822 2255 if calling from overseas); or

14.1.2 **TS**, please contact the **SmartSupport TS Centre** via the **SmartSupport Digital Channel** (or +65 6822 2218 if calling from overseas).

15. DEFINITIONS

15.1 **Acceptance Date** means the date when the **SmartSupport Centre** accepts your **Service Request**.

15.2 **Acceptance Time** means the time when the **SmartSupport Centre** accepts your **Service Request**.

15.3 **Additional Fee** means an amount equivalent to the difference between the applicable **Swap Fee** and the applicable **Replacement Fee** for a **Device**.

15.4 **Asurion** means NEW Asurion Singapore Pte. Ltd. (CRN 201217148R), a service provider appointed by **StarHub** to provide the **Services**.

15.5 **Asurion Policy** means the Asurion privacy notice available at https://s3-ap-southeast-1.amazonaws.com/sthsgprod01/Starhub_Soluto_Privacy_Policy.pdf.

15.6 **Card** means VISA, MasterCard and American Express credit cards and VISA and MasterCard debit cards.

15.7 **Courier** means a person appointed to deliver **Like Mobile Devices** in accordance with the **Services**.

15.8 **Device** means a mobile wireless device that has a display screen, supports one or more wireless network connectivity options and is operated using voice, touch or a miniature keyboard. It does not include any **Device Accessories**.

15.9 **Device Accessory** means anything that is either: (a) provided by the **OEM** in the box with a **Device**; or (b) sold separately to be used in conjunction with a **Device**. It includes batteries, **SIM** cards, memory cards, chargers, ear buds, boxes, cases, cables, mounts, straps and docking stations.

15.10 **Device Lease** means the lease under which **StarHub** has provided an **Eligible Device** to you under JUMPhone.

15.11 **Device Services** means a **Swap** or a **Replacement**.

15.12 **Eligible Device** means a **Device** either being supplied to you: (i) as new by **StarHub** and registered at the time of lease or recontract under your **Mobile Plan**; or (ii) by the **OEM** under warranty to replace a defective **Device** and the related **IMEI** details have been recorded by you with

the **SmartSupport Centre** to the satisfaction of **StarHub** or any of its approved service providers, agents or subcontractors.

15.13 **EULA** means end user licence agreement setting out the terms of use for the **SmartSupport Digital Channel** available at the https://s3-ap-southeast-1.amazonaws.com/sthsgprod01/Starhub_Soluto_EULA.pdf.

15.14 **Fees** means the fees set out in clause 4.

15.15 **IMEI** means the international mobile equipment identity number of a **Device**.

15.16 **Hardware Modification** means any modification made to a **Device**'s hardware not undertaken or authorised by the **OEM**.

15.17 **Like Mobile Device** means a **Device**, compared to the **Registered Device**, that:

15.17.1 may be new or refurbished;

15.17.2 is of similar kind, quality and functionality;

15.17.3 if it is refurbished, it may contain original and/or non-original manufacturer parts;

15.17.4 has the same or greater memory;

15.17.5 may be a different make, model or colour;

15.17.6 has a different **IMEI**; and

15.17.7 does not include any **Device Accessories**.

15.18 **Limit** has the meaning given to that term in clause 5.3.

15.19 **Mobile Plan** means a post-paid mobile plan offered by **StarHub**.

15.20 **Modification** means **Software Modification** or **Hardware Modification** or both.

15.21 **National ID** means a valid identification document issued or accepted for verification of identity in Singapore for certain matters.

15.22 **Network** means the mobile telephony network operated by **StarHub**.

15.23 **OEM** means original equipment manufacturer of a **Device**.

15.24 **Registered Device** means an **Eligible Device** that **StarHub** has:

15.24.1 leased to you under JUMPhone; and

15.24.2 registered with reference to its **IMEI** for a **Program** in accordance with these **Terms**.

15.25 **Replacement** has the meaning given to that term in clause (b).

15.26 **Replacement Fee** means the fee set out in the third column of the table in clause 4.1.1.

15.27 **Retail Store** means any retail store in Singapore operated or approved by **StarHub** to sell **StarHub** mobile and mobile related services.

- 15.28 **Services** means (i) a **Swap**; (ii) a **Replacement**; and (iii) **Tech Support**, and each is a **Service**.
- 15.29 **Service Fee** means the **Swap Fee**, the **Replacement Fee** and the **Additional Fee**.
- 15.30 **Service Request** means a request for a **Swap** or **Replacement** permitted under these **Terms**.
- 15.31 **Shipment Date** means the date the **Courier** delivers the **Like Mobile Device** to you.
- 15.32 **SIM** means subscriber identification module.
- 15.33 **SmartSupport Digital Channel** means a mobile application used to access **TS** from your **Registered Device** and any on-line web portal which may be made available from time to time for **TS**.
- 15.34 **SmartSupport Centre** means the call centre available at 800 852 6030 (+65 6822 2255 if calling from overseas) and any on-line web portal which may be made available from time to time for **Service Requests**.
- 15.35 **Software Modification** means modification made to a **Device**'s operating system not undertaken or authorised by the **OEM** and includes software modification known as 'jail-breaking' and 'rooting'.
- 15.36 **StarHub** means StarHub Mobile Pte Ltd (CRN 200000646C).
- 15.37 **Subscription** means your subscription to the **Service**.
- 15.38 **Swap** has the meaning given to that term in clause (a).
- 15.39 **Swap Fee** means the fee set out in the second column of the table in clause 4.1.1.
- 15.40 **TS** or **Tech Support** means the technical support service offered as further described in clause 8.
- 15.41 **TS Request** means a request for **TS**.
- 15.42 **Tier** means the tier outlined for your **Registered Device** as advised in your **Agreement** and the supported **Device** list on the **Website** at the time of your enrolment.
- 15.43 **Website** means the **StarHub** website at www.starhub.com or such other link as may be notified by **StarHub** from time to time.