

## STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS

### PREMIER PACK FOR CROSS-CARRIAGE CUSTOMERS

#### I. Service Specific Terms & Conditions

- I.1 These are StarHub's Service Specific Terms & Conditions for Cross-Carriage Customers who subscribed for our Premier Pack, and together with any other terms and conditions that you and we have agreed or accepted from time to time, they form the Agreement between you and StarHub.
- I.2 The Terms & Conditions: These Service Specific Terms & Conditions, together with the Consumer General Terms & Conditions (available at <https://www.starhub.com/about-us/legal-notices-and-terms/terms-and-conditions/consumer.html>), Premier Pack Specific Terms & Conditions, and other Service Specific Terms & Conditions form the terms of the contract between you, the customer, 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.
- I.3 Capitalised terms: Unless the context otherwise requires, all definitions and expressions used in these Terms & Conditions shall have the same meaning as the definitions and expressions used in the Consumer General Terms & Conditions.
- I.4 This paragraph 1.4 sets out how certain words and phrases are used in these Terms & Conditions:
- I.4.1 "**Activation Date**" refers to the date on which the Equipment is provisioned or activated for you to access the Services and receive the PP Content in accordance with Paragraph 3.1.
- I.4.2 "**Cross-Carriage Agreement**" refers to the Cross-Carriage Agreement between SCV and SPL.
- I.4.3 "**Cross-Carriage Customers**" or "**You**" refers to an existing customer of SPL whose application to be provided with the Service has been accepted by StarHub, and in relation to which access to and use of the Service has not been suspended or terminated for any reason whatsoever.
- I.4.4 "**Equipment**" refers to the set-top box and any other equipment, software or device provided by SPL (or any person other than StarHub) to you, through which you may access and use the Service.
- I.4.5 "**Premier Pack**" refers to the subscription package comprising Hub Premier Channels 1 to 4 that you subscribe to in order to access the PP Content on or through SPL Platform and the Equipment.
- I.4.6 "**PP Content**" refers to any and all material, content, channels, or programmes relating to the Premier League Season 2022/2023 comprised in the Hub Premier Channels under the Premier Pack, which constitute Qualified Content, and any and all other material, content, channels or programmes as StarHub may in its sole discretion select and designate to be broadcast or transmitted by StarHub together with the foregoing for Cross-Carriage Customers.
- I.4.8 "**Qualified Content**" shall have the meaning ascribed to it under the Code of Practice for Competition in the Provision of Telecommunication and Media Services 2022 (issued pursuant to the Info-communications Media Development Authority Act 2016).
- I.4.9 "**Services**" refers to any information and communications services, media services, technology services, or any other services which we provide to Cross-Carriage Customers like you to access the PP Content, on or through SPL Platform and the Equipment.

- 1.4.10 “**Service Address**” refers to the address at which the Equipment is registered and at which we agree to provide the Services.
- 1.4.11 “**SCV**” refers to StarHub Cable Vision Ltd, a company incorporated in Singapore with its registered address at 67, Ubi Avenue 1, #05-01 StarHub Green, Singapore 408942.
- 1.4.12 “**SPL**” refers to SingNet Pte Ltd, a company incorporated in Singapore with its registered address at 31 Exeter Road, Comcentre, Singapore 239732.
- 1.4.13 “**SPL Platform**” refers to platform, network or medium) owned and operated by SPL, on or through which the PP Content is cross-carried by SPL in accordance with the Cross-Carriage Agreement and made available to you.
- 1.4.14 “**SPL TV Service**” refers to the subscription television service provided by SPL to its customers.

## 2. Eligibility and Pricing

- 2.1 **Residential use only:** Unless otherwise permitted by us in writing, Premier Pack is only available to Cross-Carriage Customers for residential use.
- 2.2 **Outstanding accounts:** At the time of application, you must not have any outstanding accounts with us that are due and owing to us. StarHub reserves the sole and absolute discretion to determine your entitlement to the Services and may reject any application.
- 2.3 **Pricing:** The monthly subscription charge will be \$64.90/month or such other prevailing rate as we may prescribe from time to time. All prices stated are inclusive of 7% GST. Prices will be adjusted according to prevailing GST rates.
- 2.4 **Service Deposit Fee:** An amount of \$250 is only applicable if you are a Long Term Social Visit Pass (LTSVP) or Foreign Passport holder (without a LTSVP or Work Permit or Student Pass) signing up for Cross-Carriage.

## 3. Premier Pack For Cross-Carriage Customers Terms & Conditions

- 3.1 StarHub will inform the Cross-Carriage Customer by way of SMS within 5 working days if the PP Content has been successfully activated and made available for viewing over the Equipment. If the activation is unsuccessful, the Cross-Carriage Customer will not be billed and must reapply for the Premier Pack.
- 3.2 StarHub will commence charging the monthly subscription charge from the Activation Date.
- 3.3 You will continue to be charged even after the Premier League season has ended unless you provide StarHub with a notice to terminate your subscription for Premier Pack.
- 3.4 You acknowledge and agree that:
  - 3.4.1 the PP Content provided under the Services is made available to you over SPL Platform and through the use of the Equipment, and in this regard your ability to use and access the Services, and the quality of the PP Content, is dependent on the performance of SPL Platform and the Equipment, which are outside the control of StarHub; and
  - 3.4.2 Cross-Carriage Customers using SPL TV set-top boxes will only receive content in "High Definition" format.
  - 3.4.3 the installation and/or maintenance of any Equipment does not form part of the Service and StarHub is under no obligation to provide any of the same; and
  - 3.4.4 you will not have access to live streaming of Hub Premier channels on the StarHub TV+ application.

- 3.5 Restriction of Use and Access
- 3.5.1 You may only access the PP Content on or through SPL Platform and the Equipment in Singapore.
- 3.5.2 You acknowledge that your right to view or to exhibit the PP Content is subject to the terms and conditions of the contract entered between StarHub and licensor for the rights to the PP Content and the Cross-Carriage Agreement.
- 3.5.3 You agree to access the PP Content in accordance with all applicable laws, rules and regulations including restrictions on the use of the content set out therein.
- 3.5.4 You agree not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use content and information contained on or obtained from or through the subscription of Premier Pack.
- 3.6 In the event of any change to the Service Address, you must inform us of the new Service Address as soon as possible.
- 3.7 In the event your account with SPL for SPL TV Service is suspended or terminated, you will continue to be liable and charged for your subscription to the PP Content, until the subscription is terminated following your notice to StarHub that you wish to terminate the subscription. An Early Termination Charge shall apply if you give us notice that ends during the applicable Minimum Period of Service.
- 3.8 In addition, and without prejudice, to our other rights to terminate as set out in paragraph 11 of the Consumer General Terms & Conditions, we may suspend or terminate the Agreement immediately by notice in writing to you (without being required to make any payment, compensation or damages to you) in the event that:
- 3.8.1 we are no longer required under the direction issued by the Infocomm Media Development Authority of Singapore or any applicable law to provide the PP Content to you; or
- 3.8.2 we are acting in compliance with any requirement of any relevant regulatory authority or law enforcement body; or
- 3.8.3 you breach any of the terms and conditions or warranties of the Agreement; or
- 3.8.4 you provide incorrect, false, inaccurate or incomplete information to us.
- 3.9 You shall be entitled to terminate the Agreement by giving us prior written notice of at least 1 month for such purpose, provided that if you give us notice that ends during the applicable Minimum Period of Service, you will be liable to pay an Early Termination Charge. If you choose to terminate your subscription for Premier Pack within the initial one (1) month from your Activation Date (being the applicable Minimum Period of Service), you will be charged for the full subscription charges in respect of such billing cycle, without any pro-ration, and an Early Termination Charge equivalent to one (1) month's subscription charges. If you terminate your subscription for Premier Pack at any time after the initial one (1) month from your Activation Date, you will be charged the pro-rated subscription fees in respect of such billing cycle in which termination takes place, up to the date of termination.
- 3.10 Upon the termination of the Agreement for any reason:
- 3.10.1 your right to access and use the Services shall cease on and from the date of termination; and
- 3.10.2 all sums accruing, due or payable by you to us under the Agreement up to and including the date of termination shall immediately become due and payable to us.
- 3.11 The suspension or termination of your access to and use of the Services shall not affect the rights of StarHub or your obligations under any other agreement to us thereunder.

#### **4. Disclaimer**

- 4.1 You may, through Premier Pack, obtain or rely on certain apps, information, products or services which are supplied by third parties. We do not provide the apps or third party information and do not represent or warrant the accuracy, correctness, completeness or timeliness of such third party information.
- 4.2 To the extent permitted by applicable law, StarHub shall not be liable to you in any way whatsoever for any loss, damages or costs, whether in contract or tort (including negligence or breach of statutory duty) or otherwise arising out of or in connection with the Agreement or your access to or use of the Services and the PP Content.
- 4.3 We shall not be liable or responsible in any way whatsoever for any failure or inability on your part to access the Service or PP Content due to or arising (solely or partially) from any failure or fault in SPL Platform or any Equipment.
- 4.4 We make no warranty as to the ability or continued ability of the Service to function and/or inter-operate with any Equipment, and/or the availability of or the uninterrupted access to the Service or any PP Content, or that any errors or faults will be rectified.

#### **5. General**

- 5.1 You acknowledge that the Services are provided, managed and carried out solely by StarHub (and/or its authorised agents or representatives) to you, and notwithstanding any term in the Agreement, StarHub is not, and shall not be construed or deemed to be providing, managing or carrying out the Services as an agent or representative of SPL.
- 5.2 Unless otherwise specified, all promotions and plans set out herein are valid and available at the rates stated until such date as determined by us. We may from time to time suspend, terminate or change any of these Service Specific Terms & Conditions and/or the Services (whether in whole or in part) (including pricing and promotions) at our sole and absolute discretion, at any time, without prior notice and without any liability to you. All amendments shall be posted on our website and shall take effect from the date that they are so posted. Your continued use of the Services will be taken as acceptance thereof.