STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS SMARTSUPPORT LITE

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I. 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 purchase and use of the **Services**.
- 1.2 You acknowledge that you have read and fully understood these **Terms.** Your enrolment to the **Services** upon the **Start Date** 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 enroll or has enrolled for the **Services**.

2. SERVICE DESCRIPTION AND PROGRAM

2.1 **SmartSupport Lite** includes:

2.1.1 the ability to request a **Like Mobile Device** in exchange for your **Registered Device** if your **Registered Device** is in your possession (a **Swap**); and

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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 Online enrolment You can apply for enrolment for the **Services** via the My StarHub app or such other means as may be made available by **StarHub** from time to time.
- 3.2 *Eligibility criteria* To apply for enrolment for the **Services**, you must:
 - 3.2.1 be an individual subscriber to a **StarHub** SIM-only postpaid mobile plan (your **Mobile Plan**) with an **Eligible Device**, and that **Eligible Device** must not be enrolled in a non-**OEM** provided service which allows you to exchange and/or replace that **Eligible Device**;
 - 3.2.2 not be in default of any payment obligations in relation to your **Mobile Plan**; and
 - 3.2.3 pass the enrolment device checks and complete the declaration forms online.
- 3.3 Acceptance and rejection
 - 3.3.1 Unless **StarHub** notifies you by email, telephone or SMS within 7 days of your application that your application has been unsuccessful, you will be enrolled in the **Program** with respect to an **Eligible Device** from the date of your application (which will be the **Start Date** of the **Services**).
 - 3.3.2 Your application will be unsuccessful if:
 - (a) any of the eligibility criteria in clause 3.2 is not met;
 - (b) your **Eligible Device** has been reported as lost or stolen with the Singapore Police Force;
 - (c) you have previously been rejected or terminated from the **Services** or service similar to the **Services**. or
 - (d) for any other reasons in **StarHub's** sole discretion.

3.4 Other conditions

- 3.4.1 You can only enrol in the **Services** for one **Eligible Device** per mobile phone number.
- 3.4.2 You may apply to register multiple **Eligible Devices** for the **Services** (each with a separate **Agreement**, mobile phone number and **Mobile Plan**) but you must pay the applicable **Monthly Fee** for each **Eligible Device**.
- 3.4.3 For your continued enrolment in the **Services**, your **Mobile Plan** must be active and your **Eligible Device** must be used with your **Mobile Plan**.

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- 3.4.4 Notwithstanding anything in these **Terms**, **StarHub** has the right at any time to terminate your enrollment if it is discovered that your **Device** is:
 - (a) not licensed for use in Singapore; or
 - (b) reported as lost or stolen with the Singapore Police Force.

4. FEES

4.1 Monthly Fee

4.1.1 You will pay the monthly fee set out in the table below via your **StarHub** monthly bill (**Monthly Fee**):

Monthly Fee	SGD 8.07			
(in alumina of CCT)				

(inclusive of GST)

4.1.2 The **Monthly Fee** for the first month of your **Subscription** following the **Start Date** and your last month of your **Subscription** following termination in accordance with clause <u>9</u> below will be prorated to the days of actual **Subscription**.

4.2 **Service Fee**

4.2.1 For each **Service Request** permitted under these **Terms** you will pay the **Swap Fee** set out in the table below based on the **Tier** of your **Registered Device**.

Tier (Device RRP)*	Swap Fee (inclusive of GST)	Device Non- Compliance Fee (inclusive of GST)
I (Less than or equal to \$250)	\$25	\$50
2 (\$251 - \$500)	\$80	\$140
3 (\$501 - \$750)	\$150	\$350
4 (\$751 - \$1,500)	\$170	\$380
5 (\$1,501 - \$2,000)	\$250	\$430
6 (More than \$2,000)	\$280	\$570

^{*}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.

- 4.3 Incorrect Device If you make a Service Request but the Device claimed to be the Registered Device is not the Registered Device, your Service Request may, as solely determined by StarHub, be rejected or you may be required to pay the Device Non-Compliance Fee in addition to the Swap Fee.
- 4.4 GST All **Service Fees** set out in this clause 4 and throughout these **Terms** are inclusive of GST at the current rate of 8%. In the event of a change to the rate of GST, **StarHub** reserves its right to adjust the **Fees** and prices accordingly.

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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 **Mobile Plan** and **Subscription** remain 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 outstanding **Monthly Fees** under this **Agreement** and charges under the **Mobile Plan** 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 **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.
- 5.3 You may make up to two **Service Requests** in any rolling 12-month period of your **Subscription** (**Limit**) provided you remain enrolled in the **Program**. If you remain enrolled in the **Program** for more than 12 months and have made two **Service Requests** in any rolling 12 months, you can only make another **Service Request** 12 months after the **Shipment Date** of your first **Service Request** in the case of a third **Service Request** or 12 months after the **Shipment Date** of your second **Service Request** in the case of a fourth **Service Request**, as illustrated below:

	Limit
Service Request	Anytime
Service Request 2	Anytime
Service Request 3	12 months after Shipment Date of Service Request 1
Service Request 4	12 months after Shipment Date of Service Request 2

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- 5.4 Information When you make a **Service Request**, you are not required to establish that your **Registered Device** is broken, damaged or that any analogous event has occurred.
- 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. 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

- 6.1 Preparation You must turn off any personal lock security feature before returning your Registered Device via the Courier.
- 6.2 Title and rights Title in and any rights to the **Registered Device** shall be transferred to **StarHub** or its appointed service provider at the time the **Like Mobile Device** is delivered to you. You hereby assign to **StarHub** or its appointed service provider all associated rights and benefits of any **OEM's** warranty in the **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 Compliance **StarHub** reserves the right to cancel your **Service Request** at any time if it is discovered that the **Registered Device** is:
 - 6.3.1 not licensed for use in Singapore; or
 - 6.3.2 reported as lost or stolen with the Singapore Police Force.
 - 6.3.3 In such instances, the **Registered Device** will be returned to you at your cost. You must also return the **Like Mobile Device** that was delivered to you. Your **Service Request** will be considered cancelled. Any **Service Fees** paid will be refunded to you upon or after your return of the **Like Mobile 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

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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, 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.

Acceptance Time	Delivery time*#
Monday to Saturday, 8am to 1:59pm	Within 4 hours of the Acceptance Time
Monday to Friday, 2pm to 11:59pm	By I2pm on the next day
Tuesday to Saturday, midnight to 7:59am	By I2pm on the same day
Saturday 2pm to Monday 7:59am	By I2pm 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.

- 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, the following conditions apply:

[#] If clause 5.6.3 applies, then the delivery times set out above will not apply to your **Service Request**.

- 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 the **Swap Fee**, the **Device Non-Compliance Fee** and all relevant 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, the **Service Fees** you paid will be refunded 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**. The **Device Non-Compliance Fee** you paid will be refunded 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**, 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 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 **Registered Device** from you (**Original Registered Device**);
 - 7.6.3 may inspect the **Registered Device** to see if there is any **Modification**; and
 - 7.6.4 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 ownership of the **Original Registered Device** and you have relinquished all rights in the **Original Registered Device**; and
 - 7.7.3 **StarHub** will not return the **Original Registered Device** to you.
- 7.8 Incorrect Device
 - 7.8.1 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.

- 7.8.2 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 charge you the **Device Non-Compliance Fee** in addition to the **Swap Fee**.
- 7.9 Failure to disable locking 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 charge you the **Device Non-Compliance Fee** in addition to the **Swap Fee**.
- 7.10 Modified Devices 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:
 - 7.10.1 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;
 - 7.10.2 where returned via the **Courier**:
 - (a) charge you the **Device Non-Compliance Fee** in addition to the **Swap Fee**; or
 - (b) return to you at your cost the **Device**. 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**.
- 7.11 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.
- 7.12 Acknowledgement
 - 7.12.1 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**.
 - 7.12.2 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) StarHub will:
 - (i) delete all data on the **Original Registered Device** without reference to you and without liability on StarHub's part; and
 - (ii) not return the **Original Registered Device** to you;

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- (c) you have been provided with the opportunity to inspect the **Delivered Device** as delivered to you by the **Courier**;
- (d) the **Delivered Device** is sufficient consideration for you to transfer ownership of the **Original Registered Device** and you have relinquished all rights in the **Original Registered Device**;
- (e) title in the **Original Registered Device** is transferred to **StarHub** or its appointed service provider in accordance with clause 6.2; 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 you have given to **StarHub**;
 - 8.3.2 your **Mobile Plan** and **Subscription** remain 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 outstanding **Monthly Fees** under this **Agreement** and charges under the **Mobile Plan** are paid on their due dates;
 - 8.3.4 you are not using the **Program** in a manner which is: (i) fraudulent, illegal or related to any criminal activity; (ii) intended to breach, subvert, interfere with or contravene any third party policies or terms of use; or (iii) intended to make a commercial gain; and
 - 8.3.5 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.

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9. TERM AND TERMINATION

- 9.1 **StarHub** will supply your **Program** to you from the **Start Date** until it is terminated in accordance with this clause.
- 9.2 Termination by you You can terminate your **Program** at any time by contacting the **SmartSupport Centre**.
- 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 Your **Program** and the **Agreement** will terminate immediately if:
 - 9.4.1 your **Mobile Plan** 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;
 - 9.4.3 **StarHub** discovers that your **Registered Device** is:
 - (a) not licensed for use in Singapore; or
 - (b) reported as lost or stolen with the Singapore Police Force; or
 - 9.4.4 **StarHub** discovers that you have transferred, sold, displayed for sale, or let on hire your **Registered Device**.

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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, related Services and corresponding Monthly Fees 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
 - 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:

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- (i) assessing your eligibility to enroll, 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** (including digital advertising in connection with TS prior to your use of TS); 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 with 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 the 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. These Terms are in addition to the General Terms and both these Terms and the General Terms are applicable to the relationship between StarHub and you. In the event of inconsistency between these Terms and the General Terms, these Terms prevail.

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13.5 Promotions - **StarHub** may from time to time offer promotions relating to 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 **Asurion** means NEW Asurion Singapore Pte. Ltd. (CRN 201217148R), a service provider appointed by **StarHub** to provide the **Services**.
- 15.4 **Asurion Policy** means the Asurion privacy notice available at https://consoleone-ui-prod.consoleone.asurion.com/EULA_for_Mobile_Application.pdf [consoleone-ui-prod.consoleone.asurion.com].
- 15.5 **Card** means VISA, MasterCard and American Express credit cards and VISA and MasterCard debit cards.
- 15.6 **Courier** means a person appointed to deliver **Like Mobile Devices** in accordance with the **Services**.
- 15.7 **Device** means a mobile wireless device (excluding tablets) 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**.
- 15.8 **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, styli, cables, mounts and docking stations.
- 15.9 **Device Non-Compliance Fee** refers to an additional fee incurred as a result of non-compliance with these Terms, as set out in the table in clause 4.2.1 and based on the **Tier** of your **Registered Device**.
- 15.10 Device Services means a Swap.
- 15.11 Eligible Device means a Device that:

- 15.11.1 you purchased from **StarHub** or a **Retail Store** but did not enroll in the **Services** at the time of purchase, or purchased elsewhere in Singapore; and
- 15.11.2 at the time of application for enrolment in the **Services** is: (i) owned by you; (ii) not subject to any third party interests; (iii) licensed for use in Singapore; (iv) a model that was launched by **StarHub** not more than two years ago; and (v) a model still being sold by **StarHub** or in **Retail Stores**.
- 15.12 **EULA** means end user licence agreement setting out the terms of use for the **SmartSupport Digital Channel** available at https://consoleone-ui-prod.consoleone.asurion.com/EULA for Mobile Application.pdf [consoleone-ui-prod.consoleone.asurion.com]
- 15.13 Fees means the fees set out in clause 4.
- 15.14 **IMEI** means the international mobile equipment identity number of a **Device**.
- 15.15 **Hardware Modification** means any modification made to a **Device**'s hardware not undertaken or authorised by the **OEM**.
- 15.16 Like Mobile Device means a Device, compared to the Registered Device, that:
 - 15.16.1 may be new or refurbished;
 - 15.16.2 is of similar kind, quality and functionality;
 - 15.16.3 if it is refurbished, it may contain original and/or non-original manufacturer parts;
 - 15.16.4 has the same or greater memory;
 - 15.16.5 may be a different make, model or colour;
 - 15.16.6 has a different IMEI; and
 - 15.16.7 does not include any **Device Accessories**.
- 15.17 **Limit** has the meaning given to it in clause 5.3.
- 15.18 **Mobile Plan** has the meaning given to it in clause 3.2.1.
- 15.19 Modification means Software Modification or Hardware Modification or both.
- 15.20 **Monthly Fee** has the meaning given to it in clause 4.1.
- 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 registered with reference to its **IMEI** for a **Program** in accordance with these **Terms**.

- 15.25 **Retail Store** means any retail store in Singapore operated or approved by **StarHub** to sell **StarHub** mobile and mobile related services.
- 15.26 Services means: (i) a Swap; and (ii) Tech Support, and each is a Service.
- 15.27 Service Fee means the Swap Fee and the Device Non-Compliance Fee.
- 15.28 **Service Request** means a request for a **Swap** permitted under these **Terms**.
- 15.29 Shipment Date means the date the Courier delivers the Like Mobile Device to you.
- 15.30 **SIM** means subscriber identification module.
- 15.31 **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**.
- 15.32 **SmartSupport Digital Channel** means a mobile application used to access **TS** from your **Registered Device** and any on-line web portal which may be displayed on the **Website** for **TS**, subject to clause 8.
- 15.33 **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'.
- 15.34 **StarHub** means StarHub Mobile Pte Ltd (CRN 200000646C).
- 15.35 **Start Date** has the meaning given to that term in clause 3.3.1.
- 15.36 **Subscription** means your subscription to the **Services**.
- 15.37 **Swap** has the meaning given to that term in clause 6.
- 15.38 **Swap Fee** means the fee set out in the table in clause 4.2.1, based on the **Tier** of your **Registered Device**.
- 15.39 **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.
- 15.40 **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 **Website** means the **StarHub** website at <u>www.starhub.com</u> or such other link as may be notified by **StarHub** from time to time.