

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS  
POST-PAID MOBILE PLANS, VALUE-ADDED SERVICES AND OTHERS

**STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS**  
**SMARTSUPPORT**

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## SECTION A: EULA FOR SMARTSUPPORT MOBILE APPLICATION

The following end user license agreement or EULA shall apply for SmartSupport mobile application:

**THIS END USER LICENSE AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU (EITHER (A) AN INDIVIDUAL USER OR (B) A BUSINESS ENTITY) AND STARHUB MOBILE PTE LTD (“STARHUB”) FOR THE SMARTSUPPORT APPLICATION (“APPLICATION”). THIS AGREEMENT IS A SEPARATE AND INDEPENDENT AGREEMENT FROM THE MOBILE PLAN YOU HAVE SIGNED WITH STARHUB (“MOBILE PLAN”) AND THE SMARTSUPPORT AGREEMENT AND TERMS AND CONDITIONS WHICH YOU HAVE SIGNED WITH STARHUB (“SMARTSUPPORT AGREEMENT”) AND WHICH CONTINUE TO APPLY TO YOUR RELATIONSHIP WITH STARHUB IN RELATION TO THE SMARTSUPPORT SERVICES (AS DEFINED IN THE SMARTSUPPORT AGREEMENT). THIS AGREEMENT LIMITS THE LIABILITY OF STARHUB AND THE LICENSOR TO YOU. BY CLICKING “ACCEPT” YOU ARE AGREEING TO BE LEGALLY BOUND BY THIS AGREEMENT OR YOU REPRESENT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE BUSINESS ENTITY (IF APPLICABLE). IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK “ACCEPT” AND DO NOT USE THE APPLICATION.**

**1. GENERAL INFORMATION.** The APPLICATION includes software provided by StarHub or the Licensor (together the “Providers”) as applicable, which allows the APPLICATION to operate on Your mobile device. Not all of the functions of the APPLICATION may be available to You at all times. Additionally, not all functions of the APPLICATION may be available on all mobile devices. The functions of the APPLICATION are only available to mobile devices on operating systems Android 5.0+ or iOS 9.0+, and associated with an active StarHub mobile number. The APPLICATION functions are not available on Windows mobile devices. The Providers reserve the right, at any time, to modify, change, suspend or discontinue any or all of the functions of the APPLICATION, without prior notice to You. The Providers also reserve the right to suspend or discontinue Your access to the APPLICATION without prior notice to You if You fail to pay any fees or charges related to the APPLICATION or otherwise violate the terms of this Agreement. You may terminate this Agreement and Your use and access of the APPLICATION at any time by contacting SmartSupport Hotline 800-852 6030.

**2. DEFINITIONS.** In this Agreement: (i) the word “StarHub” include StarHub Mobile PTE LTD and its parents, subsidiaries, affiliates, agents, employees, successors and assigns; (ii) the words “We” and “Us” and “Our” refer to StarHub; (iii) the words “You” and “Your” include individuals who, in any manner, access or use the APPLICATION and any persons or entities represented by those individuals in a legal capacity; (iv) the word “Providers” has the meaning assigned to it in clause 1 above; and (v) the word “Licensor” means NEW Asurion Singapore Pte Ltd and its parent, subsidiaries, affiliates, agents, employees, successors and assigns.

**3. ABILITY TO ACCESS OR USE.** The APPLICATION may only be accessed or used by individuals who are at least 18 years of age or individuals who can enter into legally binding contracts under applicable laws. If You are not at least 18 years of age or You cannot enter into legally binding contracts under applicable laws, You are not authorized to access or use the APPLICATION. Furthermore, if You are a person who is barred from receiving the APPLICATION under the laws of Singapore or any other applicable jurisdictions, You are not authorized to access or use the APPLICATION.

**4. LICENSE GRANT AND PROVISION OF THE APPLICATION.** Subject to Your ongoing compliance with this Agreement and to Your payment of any fees or charges associated with the APPLICATION, we hereby grants You a personal, revocable, non-transferable, non-exclusive limited right to use the software in the APPLICATION to operate the APPLICATION on Your mobile device. You acknowledge and agree that we may provide the certain functions of the APPLICATION through partners, suppliers or other third parties of the Providers (“**Service Providers**”).

**5. RESTRICTIONS ON USE.** You shall use the APPLICATION strictly in accordance with this Agreement and shall not directly or through a third party: (i) attempt to decompile, reverse engineer, disassemble, derive the source code of or decrypt the APPLICATION; (ii) make any modification, adaptation, improvement, enhancement, translation

or derivative work from the APPLICATION; (iii) violate any applicable laws, rules or regulations in connection with Your access to or use of the APPLICATION; (iv) rent, lease, sell, redistribute or sublicense the APPLICATION or any aspect thereof; (v) remove, obscure, or alter any proprietary notices (including any notice of copyright or trademark) of the APPLICATION; (vi) install, use or permit the APPLICATION to exist on more than one mobile device at a time; (vii) distribute the APPLICATION to multiple mobile devices; (viii) make the APPLICATION available over a network or other environment permitting access or use by multiple mobile devices or users at the same time; (ix) use any of our and/or the Licensor's proprietary information, interfaces or other intellectual property in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the APPLICATION; (x) use the APPLICATION while operating heavy machinery or engaging in any activity where insufficient attention on your part could result in personal injury, death or property damage; (xi) misuse the APPLICATION including, without limitation, using the APPLICATION in any manner that: (a) interferes with or interrupts the APPLICATION or any hardware, software, system or network connected with the APPLICATION; (b) infringes copyright, trademark or any intellectual property rights or discloses a trade secret or confidential information in violation of a confidentiality or non-disclosure agreement; (c) stalks, harasses, threatens or harms any person or is otherwise invasive of another's privacy rights; (d) is fraudulent or unlawful or contains defamatory or illegal information, images, materials or descriptions; (e) promotes or provides instructions for illegal activities; (f) encourages any conduct that would constitute a criminal offense or that gives rise to civil liability; (g) uses the APPLICATION on a device without permission; (h) tampers with or makes an unauthorized connection to the network of any wireless service provider; (i) involves reselling any part of the APPLICATION to any other individual or entity; or (j) disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware.

**6. COMMUNICATIONS.** You consent and agree to receive updates, messages, notices and disclosures related to the APPLICATION in either SMS or electronic form. Those communications are considered to be a part of the APPLICATION, and You will not be able to opt out of receiving them. You acknowledge and agree that You are solely responsible for the payment of any additional fees or charges such as data charges that are associated with or related to the communications and which will be charged as per the Mobile Plan and the SmartSupport Terms and Conditions. YOU WILL INCUR DATA USAGE BY DOWNLOADING AND USING THE APPLICATION.

**7. PASSWORD AND ACCOUNT INFORMATION.** You may be asked to provide an email address and create a password in order to access certain features and functions of the APPLICATION. You acknowledge and agree that You will provide true, accurate, current and complete information when accessing and using the APPLICATION. If You provide any information that is untrue, inaccurate, outdated or incomplete or we or the Licensor have reasonable grounds to suspect that You have provided such information, we and the Licensor have the right to suspend or terminate Your access to the APPLICATION. You are solely responsible for keeping any password associated with Your use of the APPLICATION website strictly confidential. Anyone with access to Your password may be able to access and use the APPLICATION functions on Your mobile device. If You suspect or know that the confidentiality of Your password has been compromised, You should change Your password immediately. You acknowledge and agree that You are responsible and solely liable for any claims, damages, losses, costs or other liabilities resulting from or caused by any failure by You to keep Your password confidential, whether such failure occurs with or without Your knowledge or consent.

**8. CLICK-TO-CALL FUNCTION.** If available to You, the Click-to-Call function will allow you to make a call to a tech specialist ("TS") representative directly from Your mobile device. The TS representative who answers that call will automatically receive certain information about Your mobile device, including Your settings information, battery levels and storage levels, that will allow the TS representative to assist You ("TS Information"). Your use of TS is subject to and governed by the terms and conditions of the SmartSupport Agreement. Your use of the Click-to-Call function will cause You to incur any charges or fees normally incurred for a call made from Your mobile device.

**9. ASYNC CHAT FUNCTION.** If available to You, the Async Chat function may allow You to interact with and receive assistance from a TS representative on Your mobile device. Your use of the function may convey certain information about Your mobile device to the TS representative, including, without limitation, Your settings information, Your performance and data usage, Your battery and storage levels, and information regarding Your installed apps.

**10. SCREEN SHARING FUNCTION.** If available to You, the Screen Sharing function may allow a TS representative to remotely share the screen of Your mobile device with Your authorization during a live call to assist You in managing some limited features on Your mobile device. This function, if available, will only be utilized with Your knowledge and authorization.

**11. REMOTE ACCESS FUNCTION.** If available to You, the Remote Access function may allow a TS representative to remotely access Your mobile device with Your authorization during a live call to assist You in managing some limited features on Your mobile device. This function, if available, will only be utilized with Your knowledge and authorization. Your use of the function may convey certain information about Your mobile device to the representative, including, without limitation, Your settings information and information regarding Your installed apps.

**12. PROACTIVE NOTIFICATIONS.** If available to You, the proactive notifications function may allow You to receive communications about Your mobile device including receipt of information which offers improvements about the functional performance of Your mobile device.

**13. CLICKABLE CARDS.** If available to You, the Clickable Cards function may allow tips and tricks to (i) improve performance of Your mobile device; and (ii) inform You about topics which may be of interest to the You based upon Your use of apps installed on the Your mobile device.

**14. TS SERVICE.** The APPLICATION allows you to access TS services (“Services”) via the “Click-to-Call” and “Async Chat” functions. The Services only include (a) technical support for the use of supported mobile devices and the operating systems and the operating systems and software applications either thereon or intended to be used thereon; and (b) technical support for the use of the mobile device with other devices and services manufactured to be compatible with the mobile device or intended to be connected thereto. The Services do not include, among other things, (a) assistance with third-party software or services that are not related to Your mobile device; (b) diagnostic support not related to Your mobile device; (c) modification of Original Equipment Manufacturer (“OEM”) software; (d) installation of third-party software or OEM drivers not supported by Your mobile device; (e) installation of non-sanctioned applications; (f) data migration from device to device; (g) assistance with StarHub network coverage issues; (h) over-the-air updates to operating systems, firmware or other software; (i) computer set-up, support or repair; (j) home or wireless router/modem or network setup, support or repair; and (k) peripheral setup, support or repair. The Services are developed and provided by Providers and are available Monday through Sunday between 9:00 a.m. and 6:00 p.m. SGT. The Services are available only for the supported mobile devices described in clause I. To use the Services, You must be a StarHub customer, or You must pay any fees or charges associated with the Services. You may be able to access the Services via telephone at 800 852 6028 (+65 6822 2218 from overseas) or via the Application’s “Click-to-Call” and “Async Chat” features.

**15. PAYMENT.** You agree to pay all fees charged by StarHub for the APPLICATION regardless of whether You have electronically downloaded, installed or used the APPLICATION. If You fail to pay the charges for the APPLICATION when due, we will be entitled to pursue any and all legal remedies to collect the amounts owed by You and also will be entitled to, and are hereby authorized to, suspend the provision of the APPLICATION and disable Your use of the APPLICATION and the APPLICATION functions until such fees are paid. StarHub and the Licensor shall not be liable for any liabilities, losses or damages resulting from any failure in the functionality of the APPLICATION caused by or resulting from Your failure to pay any amounts when due. StarHub hereby reserves the right to change the applicable fees for the APPLICATION or the related service package at any time and will take reasonable efforts to provide You with prior notice of any such change.

**16. SAFE AND LAWFUL USE OF THE MOBILE APPLICATION SERVICES.** When using the APPLICATION, You shall: (i) observe all traffic laws and otherwise drive safely; (ii) use Your own personal judgment while driving a vehicle, operating any machinery, or otherwise engaging any activity that poses a risk to the health or safety of You or any other persons; (iii) not interact with the APPLICATION unless You are in a safe, secure and stationary environment (e.g., a parked vehicle); (iv) not use the APPLICATION for any illegal, unauthorized, unintended, unsafe, hazardous, or unlawful purposes or in any manner inconsistent with this Agreement; and (v) arrange all wireless devices and cables necessary for use of the APPLICATION in a secure manner in Your vehicle so that they will not interfere with Your driving and will not prevent the operation of any safety device (e.g., an airbag).

**17. COLLECTION, STORAGE AND USE OF INFORMATION AND PRIVACY POLICY.** You hereby acknowledge and agree that the Providers may engage Service Providers to perform the services set out in this APPLICATION. You hereby consent to StarHub's provision of any information provided by you to StarHub previously, including but not limited to your full name, NRIC, passport number or other identification number, billing and residential address and contact telephone number ("Customer Information") to the Providers and to the storage of your Customer Information by the Providers, or by their respective Service Providers, in Singapore or outside of Singapore for the purposes of the Licensor's performance of the services under this APPLICATION. If You are using this Application under a business entity's subscription, You acknowledge that the Customer Information provided by you to StarHub is business contact information. You hereby also acknowledge, agree and consent to the Providers accessing your Customer Information every time the services under this APPLICATION are utilised and/or provided to you. We hereby informs you that the Providers and the Service Providers may also utilise the Customer Information to obtain any data or additional information related to the provision of the APPLICATION services including but not limited to customer behaviour, device related, service request and device related data such as number and pattern of customers and service requests, distribution and categories of service requests, call centre service and volume levels, courier costs and delivery data, location information, technical support information and the rooted status of your mobile device for internal purposes to improve the services provided in aggregate, non-identifiable form ("Additional Data") and you hereby consent to the Providers' respective use, collection and storage of such Additional Data by the Service Providers whether in Singapore or outside of Singapore. You also acknowledge and agree that the Licensor will own all Intellectual Property Rights in both the Customer Information and the Additional Data. For the purposes of this clause, Intellectual Property Rights" means: (a) patents, trade marks, service marks, logos, get-up, trade names, internet domain names, franchises, rights in designs, copyright (including without limitation rights in computer software, training manuals, instruction manuals and sale manuals) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including all ideas, methods, inventions, discoveries, designs or any other work created, produced or developed (in whatever form and on whatever media) therefore and any applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right under sub-paragraph (a); (c) rights of the same or similar effect or nature as or to those in sub-paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights. You acknowledge and agree that You will comply with the terms and conditions of the StarHub Privacy Policy and the Licensor's Privacy Policy available at [https://s3-ap-southeast-1.amazonaws.com/sthsgprod01/Starhub\\_Soluto\\_Privacy\\_Policy.pdf](https://s3-ap-southeast-1.amazonaws.com/sthsgprod01/Starhub_Soluto_Privacy_Policy.pdf), both of which set forth and describe the practices of the Providers with respect to the collection, use and disclosure of information related to or derived from your use of the APPLICATION.

**18. COMPATIBILITY.** The Providers do not warrant that the APPLICATION will be compatible or interoperable with Your mobile device or any piece of hardware, software, equipment or device installed on Your mobile device or used by You to access and use the APPLICATION in connection with Your mobile device ("Accessories"). You acknowledge and agree that compatibility and interoperability problems can cause the performance of the APPLICATION, Your mobile device and any Accessories to diminish or fail completely and may result in permanent damage to Your mobile device and any Accessories, loss of data located on Your mobile device or Accessories, and corruption of software and files located on Your mobile device and any Accessories. You acknowledge and agree that we and the Licensor shall have no liability to You for any losses suffered, resulting from or arising in connection with compatibility or interoperability problems.

**19. SECURITY OF THE APPLICATION.** The APPLICATION is intended for Your personal use only. You acknowledge and agree that the APPLICATION may be disabled or uninstalled from Your mobile device at any time and that the APPLICATION may not function properly, may contain errors or bugs and are susceptible to breach, corruption or failure. If the APPLICATION malfunctions or fails or is disabled or uninstalled from Your mobile device, with or without Your knowledge or consent, the APPLICATION will not operate. You are solely responsible for any claims, liability, losses or damages arising out of the unauthorized disclosure, transfer or use of any personal content,

data or materials stored on Your mobile device for any reason, even if occurring as a result of a failure to disable or uninstall the APPLICATION, with or without Your knowledge or consent.

## 20. THIRD PARTY CONTENT AND SERVICES.

**a. Disclaimer.** The APPLICATION permits access to products, services, web-sites, advertisements, promotions, recommendations, advice, information, and materials created and provided by advertisers, publishers, content partners, marketing agents, vendors and other third parties (“Third Party Content and Services”). We and the Licensor do not investigate, monitor, represent or endorse the Third Party Content and Services available through the APPLICATION. Your access to and use of the Third Party Content and Services is at Your sole discretion and risk, and we and the Licensor shall have no liability to You arising out of or in connection with Your access to and use of the Third Party Content and Services. We and the Licensor hereby disclaims any representation, warranty or guaranty regarding the Third Party Content and Services, whether express, implied or statutory, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, and any representation, warranty or guaranty regarding the availability, quality, reliability, features, appropriateness, accuracy, completeness, or legality of the Third Party Content and Services.

**b. Third Party Terms of Service.** You acknowledge and agree that Your access to and use of the Third Party Content and Services and any correspondence or business dealings between You and any third party accessed using the APPLICATION are governed by and require Your acceptance of the terms of service of such third party, including, without limitation, any terms of use or privacy policies and any terms, conditions, representations, warranties or disclaimers contained therein. Furthermore, You acknowledge and agree that the Third Party Content and Services and any related third party terms of service are subject to change by the applicable third party at its sole discretion and without any notice. You assume all risks arising out of or resulting from Your transaction of business over the Internet and with any third party, and You agree that we and the Licensor are not responsible or liable for any loss or result of the presence of information about or links to Third Party Content and Services on the APPLICATION. Furthermore, You acknowledge and agree that You are not being granted a license to (i) the Third Party Content and Services; (ii) any products, services, processes or technology described in or offered by the Third Party Content and Services; or (iii) any copyright, trademark, patent or other intellectual property right in the Third Party Content or Services or any products, services, processes or technology described or offered therein.

**c. Endorsements.** You acknowledge and agree that the provision of access to and the listing of any Third Party Content and Services including, without limitation any third party websites, business listings, data, end-user content (including suggestions, comments and recommendations) available through the APPLICATION shall not constitute or imply any endorsement by us or the Licensor of such Third Party Content and Services. We and the Licensor reserves the right to restrict or deny access to any Third Party Content and Services otherwise accessible through the APPLICATION, although we and the Licensor have no obligation to restrict or deny access even if requested by You.

**d. Inappropriate Materials.** You understand that by accessing and using the Third Party Content and Services, You may encounter information, materials and subject matter (i) that You or others may deem offensive, indecent, or objectionable; or (ii) which may or may not be identified as having explicit language. Notwithstanding the foregoing, You agree to use the Third Party Content and Services at Your sole risk and that we and the Licensor shall have no liability to You for information, material or subject matter that is found to be offensive, indecent, or objectionable.

**e. Use of Third Party Content and Services.** You agree that the Third Party Content and Services contain proprietary information and material that is not owned by us or the Licensor and is protected by applicable intellectual property and other laws, including, without limitation, pursuant to copyright, and that You will not use such proprietary information or materials in any way whatsoever except for permitted use of the Third Party Content and Services. No portion of the Third Party Content and Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Third Party Content and Services, in any manner, and You shall not exploit the Third Party Content and Services in any unauthorized way whatsoever, including, without limitation, by trespass or burdening network capacity. You agree that You will not use any Third Party Content and Services in a manner that would infringe or violate the rights of any other party, and that We, the Licensor and Service Providers are not in any way responsible for any such use by You.

## 21. INTELLECTUAL PROPERTY RIGHTS.

**a. Proprietary Rights in the Services and Software.** You acknowledge and agree that (i) the APPLICATION and all copyrights, patents, trademarks, trade secrets and other intellectual property rights associated therewith are, and shall remain, the property of StarHub, the Licensor or Service Providers, as applicable; (ii) the source and object code of the APPLICATION and the format, directories, queries, algorithms, structure and organization of the APPLICATION are and shall remain the intellectual property and proprietary and confidential information of StarHub or the Licensor or its Service Providers, as applicable; (iii) You are not granted any intellectual property rights by implication, estoppel or other legal theory in the APPLICATION or any software provided through or in conjunction with the APPLICATION; and (iv) all rights not expressly granted in this Agreement are hereby reserved and retained by StarHub or the Licensor or Service Providers, as applicable.

**b. Third Party Software.** The APPLICATION may utilize or include third party software that is subject to open source and third party license terms (“Third Party Software”). You acknowledge and agree that Your right to use such Third Party Software as part of the APPLICATION is subject to and governed by this Agreement and conditions of the open source or third party license applicable to such Third Party Software, including, without limitation, any applicable acknowledgements, license terms and disclaimers contained therein. In the event of a conflict between this Agreement and the terms of such open source or third party licenses, the terms of the open source or third party licenses shall control with regard to Your use of the relevant Third Party Software. In no event, shall the APPLICATION or components thereof be deemed to be “open source” or “publicly available” software.

**c. StarHub Marks.** StarHub retains all its respective rights, interests and titles to all its respective logos, trademarks, design marks, slogans, product and service names, and any derivations thereof (the “StarHub Marks”). You are not authorized to use the StarHub Marks in any advertising, publicity or in any other commercial manner without the prior written consent of StarHub, as applicable, which may be withheld for any or no reason.

**d. Infringement Acknowledgement.** You acknowledge and agree that, in the event of a third party claim that the APPLICATION or Your possession or use of the APPLICATION infringes the intellectual property rights or misappropriates the proprietary information of any third party, You shall be responsible for the investigation, defense, settlement, and discharge of any such claim.

**e. Restriction on Transfer.** You may not rent, lease, lend, sublicense, assign or transfer the APPLICATION, this Agreement, or any of the rights granted hereunder. Any attempted transfer in contravention of this provision shall be null and void and of no force or effect.

**22. PRODUCT CLAIMS.** You acknowledge and agree that You are responsible for addressing any third party claims relating to Your use of the APPLICATION and that You will notify StarHub of any third party claims relating to the APPLICATION of which You become aware. Furthermore, You hereby release StarHub, the Licensor and its Service Providers from any liability resulting from Your access to or use of the APPLICATION, including, without limitation, the following: (i) any product liability claims; (ii) any claim that the APPLICATION fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation.

**23. SUSPENSION AND TERMINATION.** This Agreement, including the rights and licenses granted herein, is effective until terminated. You may terminate the APPLICATION and this Agreement at any time by emailing customerservice@starhub.com. Upon any termination for any reason, StarHub, the Licensor and Service Providers shall have no liability to You and no further obligations under this Agreement.

**24. DISCLAIMER OF WARRANTIES.** YOU ACKNOWLEDGE AND AGREE THAT THE APPLICATION IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND THAT YOUR USE OF OR RELIANCE UPON THE APPLICATION AND ANY THIRD PARTY CONTENT AND SERVICES ACCESSED THEREBY ARE AT YOUR SOLE RISK AND DISCRETION. STARHUB, THE LICENSOR AND ITS SERVICE PROVIDERS HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE APPLICATION AND THIRD PARTY CONTENT AND SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, WE, THE LICENSOR AND SERVICE PROVIDERS

MAKE NO WARRANTY THAT (I) THE APPLICATION OR THIRD PARTY CONTENT AND SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE APPLICATION OR THIRD PARTY CONTENT AND SERVICES WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE APPLICATION WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (IV) ANY ERRORS IN THE APPLICATION OR THIRD PARTY CONTENT AND SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US, OUR PROVIDERS OR FROM THE APPLICATION SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT WE, THE LICENSOR AND SERVICE PROVIDERS HAVE NO OBLIGATION TO SUPPORT OR MAINTAIN THE APPLICATION. YOU ACKNOWLEDGE AND AGREE THAT STARHUB, THE LICENSOR AND THE SERVICE PROVIDERS MIGHT NOT BE ABLE TO OFFER THE APPLICATION AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

IN THE EVENT OF ANY FAILURE OF THE APPLICATION TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY STARHUB, THE LICENSOR OR THE SERVICE PROVIDERS AND STARHUB WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. STARHUB, THE LICENSOR AND THE SERVICE PROVIDERS WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APPLICATION, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

**25. LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES SHALL STARHUB, THE LICENSOR OR THE SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE APPLICATION AND ANY THIRD PARTY CONTENT AND SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT STARHUB, THE LICENSOR OR THE SERVICE PROVIDERS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, ANY THIRD PARTY CONTENT AND SERVICES, OR THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, STARHUB'S, THE LICENSOR'S AND THE SERVICE PROVIDERS' AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID TO STARHUB BY YOU FOR THE APPLICATION, IF ANY, DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. ADDITIONALLY, YOU HEREBY ACKNOWLEDGE AND AGREE THAT ALL YOUR RIGHTS ARISING OUT OF OR RELATING TO THIS AGREEMENT ARE EQUIVALENT TO THAT OF YOUR RIGHTS RELATING TO THE SMARTSUPPORT SERVICES IN THAT ALL YOUR RIGHTS ARISING OUT OF OR RELATING TO THIS AGREEMENT, SMARTSUPPORT SERVICES AND YOUR SMARTSUPPORT AGREEMENT ARE ONLY AS AGAINST STARHUB AND YOU DO NOT HAVE ANY AND HEREBY IRREVOCABLY WAIVE ANY RIGHTS TO MAKE ANY CLAIMS AGAINST ANY PROVIDERS IN RESPECT OF ANY CLAIMS YOU HAVE AGAINST STARHUB OR OTHERWISE ARISING OUT OF OR RELATING TO SMARTSUPPORT SERVICES, YOUR SMARTSUPPORT AGREEMENT AND THIS AGREEMENT.

**26. INDEMNIFICATION.** By using the APPLICATION, You agree, to the extent permitted by law, to indemnify, defend and hold harmless StarHub, the Licensor and each of their respective officers, directors, employees, agents, contractors, suppliers, successors and assigns (the "Indemnified Parties") from and against any claim, proceeding, loss, damage, liability, fine, penalty, interest, cost or expense (including, but not limited to, reasonable fees of attorneys and other professional advisors and related expenses) of any kind arising out of or in connection with the following: (i) Your access to or use of the APPLICATION or any Third Party Content and Services; (ii) Your breach of this



Agreement; (iii) Your violation of law; (iv) Your negligence or willful misconduct; or (v) Your violation of the rights of a third party including, without limitation (a) any infringement of any intellectual property, (b) any misappropriation of any proprietary or confidential information or trade secret of any person or entity, or (c) violation of any privacy or consumer protection right that is implicated herein. StarHub and the Licensor reserve the right, at Your expense, to assume the exclusive defence and control of any matter which You are required to indemnify against, and You agree to cooperate in StarHub's, the Licensor's or the Service Providers' (as applicable) defence of such matter. This obligation shall survive any termination of this Agreement.

**27. NO RIGHT OF SURVIVORSHIP.** You agree that Your right to access and use the APPLICATION is non-transferable and that any rights to the APPLICATION terminate upon Your death or incapacity.

**28. DISPUTES.** All disputes related to this Agreement shall be submitted to Singapore courts.

## **29. MISCELLANEOUS.**

**a. Governing Law.** This Agreement shall be deemed to take place in Singapore and shall be governed by and construed in accordance with the laws of Singapore. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

**b. Severability.** If it shall be determined that any provision or wording of this Agreement shall be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons other than those to whom it is held invalid or unenforceable, shall not be affected and such invalidity or unenforceability shall be construed or modified so as to limit any term or provision so as to make it enforceable or valid within the requirements of applicable law, and, if such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid or unenforceable provision.

**c. Waiver.** Except as provided herein, the failure to exercise a right or require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.

**d. Assignment.** You shall not assign this Agreement or any rights or obligations herein without the prior written consent of StarHub and any attempted assignment in contravention of this provision shall be null and void and of no force or effect.

**e. Modification or Amendment.** StarHub and the Licensor reserve the right to modify or amend these APPLICATION Terms and Conditions anytime via an update to the APPLICATION. You will be deemed to have agreed to any such modification or amendment by Your decision to continue using the APPLICATION following the date in which the modified or amended agreements are updated.

**f. Third Party Beneficiaries.** Except as otherwise provided, nothing in this Agreement is intended or shall be construed to confer upon any person (other than the parties hereto) any rights, benefits or remedies of any kind or character, or to create any obligations or liabilities of a party to any such person.

**g. Entire Agreement.** This Agreement, including the documents incorporated herein by reference, constitutes the entire agreement with respect to the use of the APPLICATION licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter.

**h. Contact Information.** Please direct any questions, complaints or claims related to this Agreement to customerservice@starhub.com.

## **ADDENDUM FOR DOWNLOADS FROM THE APPLE APP STORE**

The following additional terms and conditions apply to You if You download the Application from the Apple App Store (“iTunes-Sourced Software”). You acknowledge and agree that the EULA is between You and StarHub only, and not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or its content. Your use of the iTunes-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price of the iTunes-Sourced Software to You. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by the EULA and any law applicable to StarHub. You acknowledge that Apple is not responsible for addressing any claims relating to the iTunes-Sourced Software or Your possession or use of the iTunes-Sourced Software, including, but not limited to: (i) product liability claims; (ii) claims that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the EULA and any law applicable to StarHub.

## SECTION B: TERMS & CONDITIONS FOR MOBILE DEVICES ENROLLED IN THE SMARTSUPPORT PROGRAM FROM 8 OCTOBER 2019

### 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 use of 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 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 or discontinue the **Services** or any part of or all the **Programs** or modify the **Services** or **Program** at any time at its sole discretion.

### 3. ENROLMENT

- 3.1 *Eligibility Criteria* – In order to apply for enrolment for the **Services** for an **Eligible Device** you must:
  - 3.1.1 be an individual subscriber to a **StarHub** postpaid mobile plan (your **Mobile Plan**) with an **Eligible Device**; and
  - 3.1.2 not be in default of any payment obligations in relation to your **Mobile Plan**.
- 3.2 *Time of application* – You must make your application at the time you purchase your **Eligible Device** and sign up or re-contract your **Mobile Plan**.
- 3.3 *Acceptance and rejection* –Unless **StarHub** notifies you within 7 days of your application by email, telephone or SMS that your application has been unsuccessful, you will be enrolled for your **Program** with respect to an **Eligible Device** from the date of your application (which will be the **Start Date** of the **Services**). Your application will be unsuccessful if: (i) any of the eligibility criteria in clause 3.1 is not met; (ii) you have previously been rejected or terminated from the **Services** or service similar to the **Services**; or (iii) for any other reasons in **StarHub**'s sole discretion.
- 3.4 *Enrolment conditions*
  - 3.4.1 You may 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**.

**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 for the SmartSupport Services	SGD 12.00
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(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 9 below will be prorated to the days of actual **Subscription**.

4.2 *Service Fee*

4.2.1 For each **Service Request** for a **Swap** or **Replacement** permitted under these **Terms** 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**.

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

<b>Tier (Device RRP)*</b>	<b>Swap Fee (inclusive of GST)</b>	<b>Replacement Fee (inclusive of GST)</b>
1 (less than or equal to \$250)	\$25	\$75
2 (above \$250 to \$500)	\$80	\$220
3 (above \$500 to \$750)	\$150	\$500
4 (above \$750 to \$1,500)	\$170	\$550
5 (above \$1,500 to \$2,000)	\$250	\$680
6 (above \$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.*

- 4.3 *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**.
- 4.4 *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 **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 **Service** in a manner which is, or is reasonably believed to be, (i) fraudulent, illegal or related to any criminal activity, or (ii) 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**.

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

- 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 as long as **StarHub** offers you a **Like Mobile Device**, in accordance with these **Terms**.
- 5.5.1 In the event that 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**.
- 5.5.2 In the event that 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**).
- 5.5.3 **StarHub** will contact you before expiry of the **Goodwill Period** to offer the **Second Like Mobile Device**. In the event that 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**.

## 6. SWAP OR REPLACEMENT

- 6.1 *Preparation* - You must turn off any personal lock security feature before returning such **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 on the **Acceptance Date** of your **Service Request** relating to that **Registered Device**. You hereby assign to **StarHub** or its appointed service provider all associated rights and benefits of any **OEM's** warranty. 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 previous **Registered Device**, may (i) register the **IMEI** of the previous **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 previous **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 previous **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 off 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** by **Credit Card** or **Debit 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: (i) the main island of Singapore; (ii) Sentosa; or (iii) Jurong Island and 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.

<b>Time of Service Request for a Swap or Replacement</b>	<b>Delivery time**</b>
Monday to Saturday, 8am to 1:59pm	Within 4 hours of the <b>Acceptance Time</b>
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 5.5.2 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: (i) after two failed attempts to deliver to you; or (ii) scheduled for a public holiday, if offered by **StarHub**, will be subject to a surcharge to be paid by you in advance by **Credit Card** or **Debit 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 **Credit Card** or **Debit 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 of **Asurion** 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 upon **Asurion's** verification that the **Registered Device** was returned. No refund will be provided in the event that 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 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 **Registered Device** from you (**Original Registered Device**); 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 ownership of the previous **Registered Device** and you have relinquished all rights in the previous **Registered Device**; and
- 7.7.3 if a **Swap**, **StarHub** will not return the **Original Registered Device** to you.
- 7.8 *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**.
- 7.9 *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**.
- 7.10 *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:
- 7.10.1 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**, treat the **Swap** as a **Replacement** and charge you the **Additional Fee**; or
- 7.10.3 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**.
- 7.11 *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 **Like Mobile Device**. You may make a warranty claim for a **Like Mobile Device** by contacting the **SmartSupport Centre** by telephone. 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) in the case of a **Swap**, **StarHub** will delete all data on the previous **Registered Device** without reference to you and without liability on **StarHub's** part;
- (c) in the case of a **Replacement**, the previous **Registered Device** is not available for a **Swap** and **StarHub** or its service provider is entitled to register the **IMEI** of the previous **Registered Device** with the Singapore Police Force and to take any action that it deems necessary to recover the previous **Registered Device**;
- (d) in the case of a **Swap** or **Replacement**, title in the **Registered Device** is transferred to **StarHub** or its appointed service provider in accordance with clause 6.2; and
- (e) where your **Registered Device** is replaced under a warranty claim directly with the **OEM**, that you have the responsibility of contacting the **SmartSupport Centre** by telephone to inform of the replacement **IMEI** number.

## 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 **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; 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 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, (i) fraudulent, illegal or related to any criminal activity or (ii) 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 service providers, sub-contractors and agents,
- or, 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; 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**, 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

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

- 11.1 the change made following a **Swap** or a **Replacement**; or
- 11.2 the exchange of your **Registered Device** under a **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** by telephone of such change and provide proof of the exchange where necessary in order 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-notice-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:

12.2.1 making an application to enrol for, or continuing to use, the **Device Services**, 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**, that your personal information collected from you will be used and/or disclosed (i) in accordance to the **PDP Policy**, (ii) for the purposes of: (a) assessing your eligibility to enrol, and continue to be enrolled, for the **Program** or use the **Device Services**; (b) providing you with the **Device Services**; (c) allowing direct and indirect contact with you in connection with the **Device Services**; and (d) managing commercial risks, and preventing, detecting, and investigating suspected illegal activity, fraud, or disputes (collectively the **Purposes**) or (iii) to any relevant governmental and/or regulatory authorities where legally required; and

12.2.2 using these **Device Services**, you consent to **StarHub**'s appointed service provider, **Asurion**, storing or hosting data with **Asurion**'s affiliates, partners and subsidiaries, or with **Asurion**'s unaffiliated third parties including third-party service providers, whether in Singapore or other countries, for the purpose of providing you with the Services 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), 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** may mandate a third party 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 General Terms & Conditions available at [www.starhub.com](http://www.starhub.com) 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.
- 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

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

- 14.1 **Device Services**, please contact the **SmartSupport Centre** at 800 852 6030 (+65 6822 2255 if calling from overseas); or
- 14.2 **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](https://s3-ap-southeast-1.amazonaws.com/sthsgprod01/Starhub_Soluto_Privacy_Policy.pdf).
- 15.6 **Courier** means a person appointed to deliver **Like Mobile Devices** in accordance with the **Services**.
- 15.7 **Credit Card** includes: VISA, MasterCard and American Express credit cards.
- 15.8 **Debit Card** includes: VISA and MasterCard debit cards.
- 15.9 **Device** means a mobile wireless device that (i) has a display screen; (ii) supports one or more wireless network connectivity options; and (iii) that is operated using voice, touch or a miniature keyboard. It does not include any **Device Accessories**.
- 15.10 **Device Accessory** means anything that is either: (i) provided by the original manufacturer in the box with a **Device**; or (ii) sold separately to be used in conjunction with a **Device**. It includes (i) batteries; (ii) **SIM** cards; (iii) memory cards; (iv) chargers; (v) ear buds; (vi) boxes; (vii) cases; (viii) cables; (ix) mounts; and (x) docking stations.

- 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 purchase 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](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 or non-original manufacturer parts;
  - 15.17.4 has 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 **Monthly Fee** has the meaning given to that term in clause 4.1.
- 15.22 **National ID** means a valid identification document issued or accepted for verification of identity in Singapore.
- 15.23 **Network** means the mobile telephony network operated by **StarHub**.
- 15.24 **OEM** means original equipment manufacturer of a **Device**.
- 15.25 **Registered Device** means an **Eligible Device** that **StarHub** has registered with reference to its **IMEI** for a **Program** in accordance with these **Terms**.
- 15.26 **Replacement** has the meaning given to that term in clause 2.1.1(b).
- 15.27 **Replacement Fee** means the fee set out in the third column of the table in clause 4.2.2.
- 15.28 **Retail Store** means any retail store in Singapore operated or approved by **StarHub** to sell **StarHub** services.
- 15.29 **Services** means (i) a **Swap**; (ii) a **Replacement**; and (iii) **Tech Support**, and each is a **Service**.
- 15.30 **Service Fee** means the **Swap Fee**, the **Replacement Fee** and the **Additional Fee**.
- 15.31 **Service Request** means a request for a **Swap** or **Replacement** permitted under these **Terms**.

- 15.32 **Shipment Date** means the date the **Courier** delivers the **Like Mobile Device** to you.
- 15.33 **SIM** means subscriber identification module.
- 15.34 **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.
- 15.35 **SmartSupport Centre** means (i) the call centre available at 800 852 6030 (+65 6822 2255 if calling from overseas) and (ii) any on-line web portal which may be displayed on the **Website**, for **Service Requests**.
- 15.36 **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'.
- 15.37 **StarHub** means StarHub Mobile Pte Ltd (CRN 200000646C).
- 15.38 **Start Date** has the meaning given to that term in clause 3.3.
- 15.39 **Subscription** means your subscription to the **Service**.
- 15.40 **Swap** has the meaning given to that term in clause 2.1.1(a).
- 15.41 **Swap Fee** means the fee set out in the second column of the table in clause 4.2.2.
- 15.42 **TS** or **Tech Support** means the technical support service offered as further described in clause 8.
- 15.43 **TS Request** means a request for **TS**.
- 15.44 **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.
- 15.45 **Website** means the **StarHub** website.

## SECTION C: TERMS & CONDITIONS FOR MOBILE DEVICES ENROLLED IN THE SMARTSUPPORT PROGRAM FROM 1 AUGUST 2018 TO 7 OCTOBER 2019

### 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 use of 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 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 App**,  
(together the **Program**).
- 2.2 **StarHub** reserves the right to suspend or discontinue the **Services** or any part of or all the **Programs** or modify the **Services** or **Program** at any time at its sole discretion.

### 3. ENROLMENT

- 3.1 *Eligibility Criteria* – In order to apply for enrolment for the **Services** for an **Eligible Device** you must:
  - 3.1.1 be an individual subscriber to a **StarHub** postpaid mobile plan (your **Mobile Plan**) with an **Eligible Device**; and
  - 3.1.2 not be in default of any payment obligations in relation to your **Mobile Plan**.
- 3.2 *Time of application* – You must make your application at the time you purchase your **Eligible Device** and sign up or re-contract your **Mobile Plan**.
- 3.3 *Acceptance and rejection* – Unless **StarHub** notifies you within 7 days of your application by email, telephone or SMS that your application has been unsuccessful, you will be enrolled for your **Program** with respect to an **Eligible Device** from the date of your application (which will be the **Start Date** of the **Services**). Your application will be unsuccessful if: (i) any of the eligibility criteria in clause 3.1 is not met; (ii) you have previously been rejected or terminated from the **Services** or service similar to the **Services**; or (iii) for any other reasons in **StarHub**'s sole discretion.
- 3.4 *Enrolment conditions*
  - 3.4.1 You may 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**.

#### 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 for the SmartSupport Services	SGD 12.00
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(inclusive of GST)

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

##### 4.2 Service Fee -

4.2.1 For each **Service Request** for a **Swap** or **Replacement** permitted under these **Terms** 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**.

4.2.2 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 (<= \$250)	SGD 25	SGD 75
2 (\$251 - \$500)	SGD 80	SGD 220
3 (\$501 - \$750)	SGD 150	SGD 500
4 (\$751 - \$1500)	SGD 170	SGD 550
5 (>\$1500)	SGD 250	SGD 680

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

4.3 **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**.

4.4 **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 to **StarHub** by you;
  - 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 its due date;
  - 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, (i) fraudulent, illegal or related to any criminal activity, or (ii) intended to make a commercial gain.
- 5.3 You may file up to two **Service Requests** in any rolling 12-month period (**Limit**). If you file two **Service Requests** within any 12 months, you can only file 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:

	Monthly Plan Service Request limits
Service Request 1	Anytime
Service Request 2	Anytime
Service Request 3	12 months after <b>Shipment Date</b> of <b>Service Request 1</b>
Service Request 4	12 months after <b>Shipment Date</b> of <b>Service Request 2</b>

- 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 as long as **StarHub** offers you a **Like Mobile Device**, in accordance with these **Terms**.

- 5.5.1 In the event that 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**.
- 5.5.2 In the event that 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**).
- 5.5.3 **StarHub** will contact you before expiry of the **Goodwill Period** to offer the **Second Like Mobile Device**. In the event that 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**.

## 6. SWAP OR REPLACEMENT

- 6.1 *Preparation* - You must turn off any personal lock security feature before returning such **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 service provider on the **Acceptance Date** of your **Service Request** relating to that **Registered Device**. You hereby assign to **StarHub** or its service provider all associated rights and benefits of any **OEM's** warranty. 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 service provider.
- 6.3 *StarHub actions* – **StarHub**, or its service provider, as the owner of the previous **Registered Device**, may (i) register the **IMEI** of the device with the Singapore Police Force and any other relevant law enforcement authorities; and (ii) take any other action consistent with ownership of the previous **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 previous **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 data you left 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 on the **Registered Device** or transfer of any data or information off the **Registered Device**, if done by **StarHub** at your request, will be done entirely at your own risk. 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** service provider, for the collection of **Service Fee** by **Credit Card** or **Debit 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: (i) the main island of Singapore; (ii) Sentosa; or (iii) Jurong Island and 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 Friday, 8 am to 2 pm	Within 4 hours of the <b>Acceptance Time</b>
Monday to Friday, between 2 pm and midnight	The next day before 12:00 noon
Monday to Saturday, midnight to 8am	The same day before 12:00 noon
Saturday 8 am to 2 pm	Within 4 hours of the <b>Acceptance Time</b>
Saturday after 2 pm to Monday 8am	Monday before 12:00 noon

\* 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 5.5.2 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: (i) after two failed attempts to deliver to you; or (ii) scheduled for a public holiday, if offered by **StarHub**, will be subject to a surcharge to be paid by you in advance by **Credit Card** or **Debit 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 **Credit Card** or **Debit 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 of **Asurion** 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 upon **Asurion's** verification that the **Registered Device** was returned. No refund will be provided in the event that 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 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 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 **Registered Device** from you (**Original Registered Device**); 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 ownership of 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 *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**.
- 7.9 *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**.
- 7.10 *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:
- 7.10.1 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**, treat the **Swap** as a **Replacement** and charge you the **Additional Fee**; or

- 7.10.3 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**.
- 7.11 **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 **Like Mobile Device**. You may make a warranty claim for a **Like Mobile Device** by contacting the **SmartSupport Centre** by telephone. 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 Exchange 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) in the case of a **Swap**, **StarHub** will delete all data on the previous **Registered Device** without reference to you;
  - (c) in the case of a **Replacement**, the previous **Registered Device** is not available for a **Swap** and **StarHub** or its service provider is entitled to register the **IMEI** of the previous **Registered Device** with the Singapore Police Force and to take any action that it deems necessary to recover the previous **Registered Device**;
  - (d) in the case of a **Swap** or **Replacement**, title in the **Registered Device** is transferred to **StarHub** or its service provider in accordance with clause 6.2;
  - (e) where your **Registered Device** is replaced under a warranty claim directly with the **OEM**, that you have the responsibility of contacting the **SmartSupport Centre** by telephone to inform of the replacement **IMEI** number.

## 8. TECH SUPPORT

- 8.1 **Tech Support (TS)** is an advanced technical support service for your **Registered Device** provided through the **SmartSupport App**.
- 8.2 You may make a request for **TS (TS Request)** via the **SmartSupport App**. 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 **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 the **Registered Device** has not been the subject of **Modification**; and
- 8.3.5 the **SmartSupport App** is installed on your **Registered Device**.
- 8.4 Your use of the **SmartSupport App** is subjected to additional terms and conditions of service as stipulated by our service provider **Asurion** in the **EULA** and which you accept by installing the **SmartSupport App**. In addition, if you use **TS** or the **SmartSupport App**, 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 App** you agree to the **Asurion Policy** and the **EULA** for the **SmartSupport App**. 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 from the **Start Date** until it is terminated in accordance with this clause.
- 9.2 *Termination by you* – you can terminate your **Program** anytime 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, (i) fraudulent, illegal or related to any criminal activity or (ii) 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 service providers, sub-contractors and agents,or, 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; 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 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

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

- 11.1 the change made following a **Swap** or a **Replacement**; or
- 11.2 the exchange of your **Registered Device** under a **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** by telephone of such change and provide proof of the exchange where necessary in order 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 the StarHub Personal Data Protection Policy which may be found at [www.starhub.com](http://www.starhub.com) or such other link as may be notified by StarHub through the Website from time to time (**PDP Policy**) which apply to the **Device Services**.
- 12.2 *Consent*. You also agree that by:
  - 12.2.1 making an application to enrol for, or continuing to use, the **Device Services**, you are giving consent to **StarHub** and its service provider (and data intermediary, for the purposes of the Personal Data Protection Act 2012) **Asurion**, that your personal information collected from you will be used and/or disclosed (i) in accordance to the **PDP Policy**, (ii) for the purposes of: (a) assessing your eligibility to enrol, and continue to be enrolled, for the **Program** or use the **Device Services**; (b) providing you with the **Device Services**; (c) allowing direct and indirect contact with you in connection with the **Device Services**; and (d) managing commercial risks, and preventing, detecting, and investigating suspected illegal activity, fraud, or disputes (collectively the **Purposes**) or (iii) to any relevant governmental and/or regulatory authorities where legally required; and
  - 12.2.2 using these **Device Services**, you consent to **StarHub's** service provider, **Asurion**, storing or hosting data with **Asurion's** affiliates, partners and subsidiaries, or with **Asurion's** unaffiliated third parties including third-party service providers, whether in Singapore or other



countries, for the purpose of providing you with the Services or for any other purpose specified in the **PDP Policy**.

- 12.3 *SmartSupport App*. By executing the **SmartSupport App**, you have read, understood and give 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), termination, or suspension at any time. **StarHub** will notify you of the changes through the **Website** and if you continue your **Subscription** to the **Services** after such changes are notified, you will be deemed to have agreed to those changes.
- 13.2 *Service providers, contractors and third parties* – **StarHub** may mandate a third party 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 General Terms & Conditions (**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.
- 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 conflicts between a promotion's terms and conditions and these **Terms**, the promotion's terms and conditions shall prevail.

### 14. ENQUIRIES

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

- 14.1 **Device Services**, please contact the **SmartSupport Centre** at 800 852 6030 (+65 6822 2255 from overseas); or
- 14.2 **TS**, please contact the **SmartSupport TS Centre** via the **SmartSupport App** (or +65 6822 2218 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](https://s3-ap-southeast-1.amazonaws.com/sthsgprod01/Starhub_Soluto_Privacy_Policy.pdf).
- 15.6 **Courier** means a person appointed to deliver **Like Mobile Devices** in accordance with the **Services**.
- 15.7 **Credit Card** includes: VISA, MasterCard and American Express credit cards
- 15.8 **Debit Card** includes: VISA and MasterCard debit cards.
- 15.9 **Device** means a mobile wireless device that (i) has a display screen; (ii) supports one or more wireless network connectivity options; and (iii) that is operated using voice, touch or a miniature keyboard. It does not include any **Device Accessories**.
- 15.10 **Device Accessory** means anything that is either: (i) provided by the original manufacturer in the box with a **Device**; or (ii) sold separately to be used in conjunction with a **Device**. It includes (i) batteries; (ii) **SIM** cards; (iii) memory cards; (iv) chargers; (v) ear buds; (vi) boxes; (vii) cases; (viii) cables; (ix) mounts; and (x) docking stations.
- 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 purchase or upgrade 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 Mobile App** available at the [https://s3-ap-southeast-1.amazonaws.com/sthsgprod01/Starhub\\_Soluto\\_EULA.pdf](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 or non-original manufacturer parts;
  - 15.17.4 has same or greater memory;
  - 15.17.5 may be a different make, model or colour;
  - 15.17.6 has a different **IMEI**;
  - 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 **Monthly Fee** has the meaning given to that term in clause 4.1.

- 15.22 **National ID** means a valid identification document issued or accepted for verification of identity in Singapore.
- 15.23 **Network** means the mobile telephony network operated by **StarHub**.
- 15.24 **OEM** means original manufacturer of a **Device**.
- 15.25 **Registered Device** means an **Eligible Device** that **StarHub** has registered with reference to its **IMEI** for a **Program** in accordance with these **Terms**.
- 15.26 **Replacement** has the meaning given to that term in clause 2.1.1(b).
- 15.27 **Replacement Fee** means the fee set out in the third column of the table in clause 4.2.2.
- 15.28 **Retail Store** means any retail store in Singapore owned or approved by **StarHub** to sell **StarHub** services.
- 15.29 **Services** means (i) a **Swap**; (ii) a **Replacement**; and (iii) **Mobile Technical Support**, and each is a **Service**.
- 15.30 **Service Fee** means the **Swap Fee**, the **Replacement Fee** and the **Additional Fee**.
- 15.31 **Service Request** means a request for a **Swap** or **Replacement** permitted under these **Terms**.
- 15.32 **Shipment Date** means the date the **Courier** delivers the **Like Mobile Device** to you.
- 15.33 **SIM** means subscriber identification module.
- 15.34 **SmartSupport App** means a mobile application used to access TS from your Registered Device, subject to clause 8.
- 15.35 **SmartSupport Centre** means (i) the call centre available at 800 852 6030 (+65 6822 2255 from overseas) and (ii) any on-line web portal which may be displayed on the **Website**, for **Service Requests**.
- 15.36 **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'.
- 15.37 **StarHub** means StarHub Mobile Pte Ltd (Reg. No. 200000646C).
- 15.38 **Start Date** has the meaning given to that term in clause 3.3.
- 15.39 **Subscription** means your subscription to the **Service**.
- 15.40 **Swap** has the meaning given to that term in clause 2.1.1(a).
- 15.41 **Swap Fee** means the fee set out in the second column of the table in clause 4.2.2.
- 15.42 **TS** or **Tech Support** means the technical support service offered as further described in clause 8.
- 15.43 **TS Request** means a request for **TS**.
- 15.44 **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.
- 15.45 **Website** means the **StarHub** website.

## SECTION D: TERMS & CONDITIONS FOR MOBILE DEVICES ENROLLED IN THE SMARTSUPPORT PROGRAM FROM 5 SEPTEMBER 2017 TO 31 JULY 2018

### 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 use of 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** and selected a **Program**.

### 2. SERVICE DESCRIPTION AND PROGRAM

- 2.1 You must indicate in your application for enrolment whether you are applying to enrol in SmartSupport Basic or SmartSupport Plus (your **Program**).
- 2.2 SmartSupport Basic includes the ability to request: (i) a **Like Mobile Device** in exchange for your **Registered Device** if your **Registered Device** is in your possession (a **Swap**); or (ii) a **Like Mobile Device** if your **Registered Device** is not in your possession (a **Replacement**).
- 2.3 SmartSupport Plus includes:
  - 2.3.1 access to all features of SmartSupport Basic; and
  - 2.3.2 access to **MTS**.
- 2.4 **StarHub** reserves the right to suspend or discontinue the **Services** or any or all the **Programs** or modify the **Services** or **Program** at any time at its sole discretion.

### 3. ENROLMENT

- 3.1 Eligibility Criteria – In order to apply for enrolment for the **Services** for an **Eligible Device** you must:
  - 3.1.1 be an individual subscriber to a **StarHub** postpaid mobile plan (your **Mobile Plan**) with an **Eligible Device**; and
  - 3.1.2 not be in default of any payment obligations in relation to your **Mobile Plan**.
- 3.2 Time of application – You must make your application at the time you purchase your **Eligible Device** and sign up or re-contract your **Mobile Plan**.
- 3.3 Acceptance and rejection –Unless **StarHub** notifies you within 7 days of your application by email, telephone or SMS that your application has been unsuccessful, you will be enrolled for your **Program** with respect to an **Eligible Device** from the date of your application (which will be the **Start Date** of the **Services**). Your application will be unsuccessful if: (i) any of the eligibility criteria in clause 3.1 are not met; (ii) you have previously been rejected or terminated from the **Services** or service similar to the **Services**; or (iii) for any other reasons in **StarHub**'s sole discretion.
- 3.4 *Enrolment conditions*
  - 3.4.1 You may 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**.

#### 4. FEES

4.1 You will pay the monthly fee set out in the Table below, according to the **Program** you have selected, via your **StarHub** monthly bill (**Monthly Fee**).

Monthly Fee for SmartSupport Basic Services	SGD 10.00
Monthly Fee for SmartSupport Plus Services	SGD 12.00

(inclusive of GST)

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

4.3 **Service Fee** - For each **Service Request** for a **Swap** or **Replacement** permitted under these **Terms** you will either pay:

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

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

4.4 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**.

4.5 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 (<= \$250)	SGD 25	SGD 75
2 (\$251 - \$500)	SGD 50	SGD 150
3 (\$501 - \$750)	SGD 100	SGD 300
4 (\$751 - \$1500)	SGD 130	SGD 500
5 (>\$1500)	SGD 250	SGD 650

\*Device RRP is the recommended SGD retail price of your device (including GST) on the date the device was launched

4.6 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 calling the **SmartSupport Call Centre**. You cannot make a **Service Request** at a **Retail Store**.

5.2 The **SmartSupport Call Centre** will accept your **Service Requests** 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 to **StarHub** by you;
  - 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 its due date;
  - 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**; and
  - 5.2.8 the **Registered Device** has not been the subject of **Modification**.
- 5.3 You may file up to two **Service Requests** in any rolling 12-month period (**Limit**). If you file two **Service Requests** within any 12 months, you can only file 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:

Monthly Plan Service Request limits	
<b>Service Request 1</b>	Anytime
<b>Service Request 2</b>	Anytime
<b>Service Request 3</b>	12 months after <b>Shipment Date</b> of <b>Service Request 1</b>
<b>Service Request 4</b>	12 months after <b>Shipment Date</b> of <b>Service Request 2</b>

- 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 upon 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 as long as **StarHub** offers you a **Like Mobile Device**, in accordance with these Terms.
- 5.5.1 In the event that 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**.
  - 5.5.2 In the event that 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)**.

5.5.3 **StarHub** will contact you before expiry of the **Goodwill Period** to offer the **Second Like Mobile Device**. In the event that 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**.

## 6. SWAP OR REPLACEMENT

6.1 *Preparation* - You must turn off any personal lock security feature before returning such **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 service provider on the **Acceptance Date** of your **Service Request** relating to that **Registered Device**. You hereby assign to **StarHub** or its service provider all associated rights and benefits of any **OEM's** warranty. 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 service provider.

6.3 *StarHub actions* – **StarHub**, or its service provider, as the owner of the previous **Registered Device**, may (i) register the **IMEI** of the device with the Singapore Police Force and any other relevant law enforcement authorities; and (ii) take any other action consistent with ownership of the previous **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 previous **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 data you left 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 on the **Registered Device** or transfer of any data or information off the **Registered Device**, if done by **StarHub** at your request, will be done entirely at your own risk. 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** service provider, for the collection of **Service Fee** by **Credit Card** or **Debit 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: (i) the main island of Singapore; (ii) Sentosa; or (iii) Jurong Island and 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 Call 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 Friday, 8 am to 2 pm	Within 4 hours of the <b>Acceptance Time</b>
Monday to Friday, between 2 pm and midnight	The next day before 12:00 noon
Monday to Saturday, midnight to 8am	The same day before 12:00 noon
Saturday 8 am to 2 pm	Within 4 hours of the <b>Acceptance Time</b>
Saturday after 2 pm to Monday 8am	Monday before 12:00 noon

\* 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 5.5.2 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: (i) after two failed attempts to deliver to you; or (ii) scheduled for a public holiday, if offered by **StarHub**, will be subject to a surcharge to be paid by you in advance by **Credit Card** or **Debit 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 **Credit Card** or **Debit 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 of **Asurion** 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 Call Centre** within 14 days of your return to Singapore to arrange the return of your **Registered Device**. If you contact the **SmartSupport Call Centre** to arrange a return, a **Courier** will be arranged to collect your **Registered Device**



in accordance with the timescales provided by the **SmartSupport Call Centre**. **Asurion** will then refund the difference between the **Replacement Fee** and the **Swap Fee** by your original method of payment within 30 days upon **Asurion's** verification that the **Registered Device** was returned. No refund will be provided in the event that 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 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 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 **Registered Device** from you (Original Registered Device); 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 ownership of 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 *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**.
- 7.9 *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**.
- 7.10 *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:
- 7.10.1 reject the **Service Request** at the time **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**, treat the **Swap** as a **Replacement** and charge you the **Additional Fee**; or

- 7.10.3 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**.
- 7.11 **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 **Like Mobile Device**. You may make a warranty claim for a **Like Mobile Device** by calling the **SmartSupport Call 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 Exchange 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;
  - (b) in the case of a **Swap**, **StarHub** will delete all data on the previous **Registered Device** without reference to you;
  - (c) in the case of a **Replacement**, the previous **Registered Device** is not available for a **Swap** and **StarHub** or its service provider is entitled to register the **IMEI** of the previous **Registered Device** with the Singapore Police Force and to take any action that it deems necessary to recover the previous **Registered Device**;
  - (d) in the case of a **Swap** or **Replacement**, title is transferred to **StarHub** or its service provider in accordance with clause 6.2;
  - (e) where your **Registered Device** is replaced under a warranty claim directly with the **OEM**, that you have the responsibility of contacting the **SmartSupport Call Centre** to inform of the replacement **IMEI** number.

## 8. MOBILE TECHNICAL SUPPORT

- 8.1 Mobile Technical Support (MTS) is included in SmartSupport Plus and is an advanced technical support service for your **Registered Device**.
- 8.2 You may make a request for **MTS (MTS Request)** via: (i) the **SmartSupport App**; or (ii) the **SmartSupport Call Centre**. You cannot make a **MTS Request** at a **Retail Store**.
- 8.3 Your **MTS 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 **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 **Support Request**;
  - 8.3.3 all outstanding **Monthly Fees** under this Agreement and charges under the **Mobile Plan** are paid on its due date;

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

8.4 Your use of **MTS** or the **SmartSupport App** are subjected to additional terms and conditions of service as stipulated by our service provider **Asurion** available at [https://s3-ap-southeast-1.amazonaws.com/sthsgprod01/Starhub\\_Soluto\\_EULA.pdf](https://s3-ap-southeast-1.amazonaws.com/sthsgprod01/Starhub_Soluto_EULA.pdf). In addition, if you use **MTS** or the **SmartSupport App**, certain data and information may be collected, used and disclosed, details of which are located in the Asurion privacy notice available at [https://s3-ap-southeast-1.amazonaws.com/sthsgprod01/Starhub\\_Soluto\\_Privacy\\_Policy.pdf](https://s3-ap-southeast-1.amazonaws.com/sthsgprod01/Starhub_Soluto_Privacy_Policy.pdf) (**Asurion Privacy Notice**). By using **MTS** or the **SmartSupport App** you agree to such additional terms and conditions as well as the **Asurion Privacy Notice**. If there is any conflict between these additional terms and conditions and these **Terms**, these **Terms** shall prevail.

## 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** anytime by contacting the **SmartSupport Call 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;

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

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 service providers, sub-contractors and agents,

or, 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; 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* – If the **Services** have been terminated with respect to a **National ID**, 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 In the event that 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 In the event that **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

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

- 11.1 the change made following a **Swap** or a **Replacement**; or
- 11.2 the exchange of your **Registered Device** under a **OEM's** warranty scheme or other applicable scheme for a new **Device** which is identical to your **Registered Device**. You must inform the **SmartSupport Call Centre** of such change and provide proof of the exchange where necessary in order 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

You confirm that you have read and understood the StarHub Personal Data Protection Policy which may be found at the Website (PDP Policy). You also agree that by executing the **Application** or by continuing to use the **Services**, you are giving consent to **StarHub** that the personal information collected by **StarHub** from you will be used and/or disclosed in accordance to the **PDP Policy**. In addition, by executing the **Application** or using these **Services**, you consent to **StarHub's** service provider (and data intermediary, for the purposes of the Personal Data Protection Act 2012), **Asurion**, storing or hosting data with **Asurion** and its affiliates, partners and subsidiaries, or with Asurion's unaffiliated third parties including third-party service providers, relevant governmental and/or regulatory authorities, whether in Singapore or other countries, for the purpose of providing you with the **Services** or for any other purpose specified in the **PDP 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), termination, or suspension at any time. We will notify you of the changes through the **Website** and if you continue your **Subscription** to the **Services** after such changes are notified, you will be deemed to have agreed to those changes.
- 13.2 *Service providers, contractors and third parties* – **StarHub** may mandate a third party 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. Most of your concerns or questions about the **Services** can be addressed by contacting the **SmartSupport Call Centre**.
- 13.4 *Entire agreement* – You hereby agree and accept that the StarHub General Terms & Conditions (**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.
- 13.5 **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 conflicts between a promotion's terms and conditions and these **Terms**, the promotion's terms and conditions shall prevail.

#### 14. ENQUIRIES

If you have any queries, complaints, claims or feedback regarding the **Services**, please call the **SmartSupport Call Centre** at 800 852 6030 (+65 6822 2255 from overseas).

#### 15. DEFINITIONS

- 15.1 **Acceptance Date** means the date when the **SmartSupport Call Centre** accepts your **Service Request**.
- 15.2 **Acceptance Time** means the time when the **SmartSupport Call 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 **Courier** means a person appointed to deliver **Like Mobile Devices** in accordance with the **Services**.
- 15.6 **Credit Card** includes: VISA, MasterCard and American Express credit cards
- 15.7 **Debit Card** includes: VISA and MasterCard debit cards.
- 15.8 **Device** means a mobile wireless device that (i) has a display screen; (ii) supports one or more wireless network connectivity options; and (iii) that 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: (i) provided by the original manufacturer in the box with a **Device**; or (ii) sold separately to be used in conjunction with a **Device**. It includes (i) batteries; (ii) **SIM** cards; (iii) memory cards; (iv) chargers; (v) ear buds; (vi) boxes; (vii) cases; (viii) cables; (ix) mounts; and (x) docking stations.
- 15.10 **Eligible Device** means a **Device** either being supplied to you: (i) as new by **StarHub** and registered at the time of purchase or upgrade 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 Call Centre** to the satisfaction of **StarHub** or any of its approved service providers, agents or subcontractors.
- 15.11 **Fees** means the fees set out in clause 4.
- 15.12 **IMEI** means the international mobile equipment identity number of a **Device**.

- 15.13 **Hardware Modification** means any modification made to a Device's hardware not undertaken or authorised by the OEM.
- 15.14 **Like Mobile Device** means a **Device**, compared to the **Registered Device**, that:
- 15.14.1 may be new or refurbished;
  - 15.14.2 is of similar kind, quality and functionality;
  - 15.14.3 if it is refurbished, it may contain original or non-original manufacturer parts;
  - 15.14.4 has same or greater memory;
  - 15.14.5 may be a different make, model or colour;
  - 15.14.6 has a different **IMEI**;
  - 15.14.7 does not include any **Device Accessories**.
- 15.15 **Limit** has the meaning given to that term in clause 5.3.
- 15.16 **Mobile Plan** means a post-paid mobile plan offered by **StarHub**.
- 15.17 **Modification** means **Software Modification** or **Hardware Modification** or both.
- 15.18 **Monthly Fee** has the meaning given to that term in clause 4.1.
- 15.19 **MTS** or **Mobile Technical Support** means the technical support service offered if you are enrolled in SmartSupport Plus as further described in clause 8.
- 15.20 **MTS Request** means a request for **MTS**.
- 15.21 **National ID** means a valid identification document issued or accepted for verification of identity in Singapore.
- 15.22 **Network** means the mobile telephony network operated by **StarHub**.
- 15.23 **OEM** means original manufacturer of a **Device**.
- 15.24 **Program** means the specific Services selected by you in accordance with clause 2.1.
- 15.25 **Registered Device** means an **Eligible Device** that **StarHub** has registered with reference to its **IMEI** for a **Program** in accordance with these **Terms**.
- 15.26 **Replacement** has the meaning given to that term in clause 2.2.
- 15.27 **Replacement Fee** means the fee set out in the third column of the Table in clause 4.4.
- 15.28 **Retail Store** means any retail store in Singapore owned or approved by **StarHub** to sell **StarHub** services.
- 15.29 **Services** means (i) a **Swap**; (ii) a **Replacement**; and (iii) **Mobile Technical Support**, and each is a **Service**.
- 15.30 **Service Fee** means the **Swap Fee**, the **Replacement Fee** and the **Additional Fee**.
- 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 **Service Request** means a request for a **Swap** or **Replacement** permitted under these **Terms**.
- 15.34 **SmartSupport App** means a mobile application used to access MTS from your Registered Device, subject to clause 8.

- 15.35 **SmartSupport Call Centre** means the call centre available at 800 852 6030 (+65 6822 2255 from overseas) for Service Requests or 800 852 6028 (+65 6822 2218 from overseas) for MTS Requests.
- 15.36 **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'.
- 15.37 **StarHub** means StarHub Mobile Pte Ltd (Reg. No. 200000646C).
- 15.38 **Start Date** has the meaning given to that term in clause 3.3.
- 15.39 **Subscription** means your subscription to the **Service**.
- 15.40 **Swap** has the meaning given to that term in clause 2.2.
- 15.41 **Swap Fee** means the fee set out in the second column of the Table in clause 4.5.
- 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.

## SECTION E: TERMS & CONDITIONS FOR MOBILE DEVICES ENROLLED IN THE SMARTSUPPORT PROGRAM FROM 15 JANUARY 2016 TO 4 SEPTEMBER 2017

### 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 use of 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** and selected a **Program**.

### 2. SERVICE DESCRIPTION AND PROGRAM

- 2.1 You must indicate in your application for enrolment whether you are applying to enrol in SmartSupport Basic or SmartSupport Plus (your **Program**).
- 2.2 SmartSupport Basic includes:
  - 2.2.1 the ability to request: (i) a **Like Mobile Device** in exchange for your **Registered Device** if your **Registered Device** is in your possession (a **Swap**); or (ii) a **Like Mobile Device** if your **Registered Device** is not in your possession (a **Replacement**); and
  - 2.2.2 access to the **SmartSupport Application** and **SmartSupport Online Portal**.
- 2.3 SmartSupport Plus includes:
  - 2.3.1 access to all features of SmartSupport Basic; and
  - 2.3.2 access to **MTS**.
- 2.4 **StarHub** reserves the right to suspend or discontinue the **Services** or any or all the **Programs** or modify the **Services** or **Program** at any time at its sole discretion.

### 3. ENROLMENT

- 3.1 **Eligibility Criteria** – In order to apply for enrolment for the **Services** for an **Eligible Device** you must:
  - 3.1.1 be an individual subscriber to a **StarHub** postpaid mobile plan (your **Mobile Plan**) with an **Eligible Device**; and
  - 3.1.2 not be in default of any payment obligations in relation to your **Mobile Plan**.
- 3.2 **Time of application** – You must make your application at the time you purchase your **Eligible Device** and sign up or re-contract your **Mobile Plan**.



3.3 **Acceptance and rejection**—Unless **StarHub** notifies you within 7 days of your application by email, telephone or SMS that your application has been unsuccessful, you will be enrolled for your **Program** with respect to an **Eligible Device** from the date of your application (which will be the **Start Date** of the Services). Your application will be unsuccessful if: (i) any of the eligibility criteria in clause 3.1 are not met; (ii) you have previously been rejected or terminated from the **Services** or service similar to the **Services**; or (iii) for any other reasons in **StarHub**'s sole discretion.

3.4 **Enrolment conditions**

3.4.1 You may 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**.

4. **FEES**

4.1 You will pay the monthly fee set out in the Table below, according to the **Program** you have selected, via your **StarHub** monthly bill (**Monthly Fee**).

<b>Monthly Fee for SmartSupport Basic Services</b>	SGD 10.00
<b>Monthly Fee for SmartSupport Plus Services</b>	SGD 12.00

(inclusive of GST)

4.2 The **Monthly Fee** for the first month of your **Subscription** to your **Program** following the **Start Date** and your last month of your Subscription to the **Program** following termination in accordance with clause 11 below will be prorated to the days of actual **Subscription**.

4.3 **Service Fee** - For each **Service Request** for a **Swap** or **Replacement** permitted under these **Terms** you will either pay:

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

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

4.4 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**.

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

Tier	Swap Fee (Inclusive of GST)	Replacement Fee (Inclusive of GST)
1	SGD 25	SGD 75
2	SGD 50	SGD 150
3	SGD 100	SGD 300
4	SGD 130	SGD 500

4.6 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**: (i) by calling **SmartSupport Call Centre**; or (ii) on the **SmartSupport Online Portal**. You cannot make a **Service Request** at a **Retail Store**.

5.2 The **SmartSupport Call Centre** will accept your **Service Requests** 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 to **StarHub** by you;
- 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 its due date;
- 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**; and
- 5.2.8 the **Registered Device** has not been the subject of **Modification**.

- 5.3 You may file up to two **Service Requests** in any rolling 12-month period (**Limit**). If you file two **Service Requests** within any 12 months, you can only file another **Service Request** 12 months after the **Acceptance Date** of your first **Service Request** in the case of a third **Service Request** or 12 months after the **Acceptance Date** of your second **Service Request** in the case of a fourth **Service Request**, as illustrated below:

Monthly Plan Service Request limits	
Service Request 1	Anytime
Service Request 2	Anytime
Service Request 3	12 months after <b>Acceptance Date</b> of <b>Service Request 1</b>
Service Request 4	12 months after <b>Acceptance Date</b> of <b>Service Request 2</b>

- 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 upon 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 as long as **StarHub** offers you a **Like Mobile Device**, in accordance with these Terms.
- 5.5.1 In the event that 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**.
- 5.5.2 In the event that 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**).
- 5.5.3 **StarHub** will contact you before expiry of the **Goodwill Period** to offer the **Second Like Mobile Device**. In the event that 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**.
6. **SWAP OR REPLACEMENT**
- 6.1 Preparation - You must turn off any personal lock security feature before returning such **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 service provider on the **Acceptance Date** of your **Service Request** relating to that **Registered Device**. You hereby assign to **StarHub** or its service provider all associated rights and benefits of any **OEM's** warranty. 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 service provider.
- 6.3 StarHub actions – **StarHub**, or its service provider, as the owner of the previous **Registered Device**, may (i) register the **IMEI** of the device with the Singapore Police Force and any other relevant law enforcement authorities; and (ii) take any other action consistent with ownership of the previous **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 previous **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 data you left 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 on the **Registered Device** or transfer of any data or information off the **Registered Device**, if done by **StarHub** at your request, will be done entirely at your own risk. 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** service provider, for the collection of **Service Fee** by **Credit Card** or **Debit 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: (i) the main island of Singapore; (ii) Sentosa; or (iii) Jurong Island and 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 Call Centre** will advise you on the time frame for deliveries to Jurong Island and the outlying islands of Singapore.

<b>Time of Service Request for a Swap or Replacement</b>	<b>Delivery time**</b>
Monday to Friday, 8 am to 2 pm	Within 4 hours of the <b>Acceptance Time</b>
Monday to Friday, between 2 pm and midnight	The next day before 12:00 noon
Monday to Saturday, midnight to 8am	The same day before 12:00 noon
Saturday 8 am to 2 pm	Within 4 hours of the <b>Acceptance Time</b>
Saturday after 2 pm to Monday 8am	Monday before 12:00 noon

\* 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 5.5.2 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: (i) after two failed attempts to deliver to you; or (ii) scheduled for a public holiday, if offered by **StarHub**, will be subject to a surcharge to be paid by you in advance by **Credit Card** or **Debit 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 **Credit Card** or **Debit 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 of **Asurion** 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 Call Centre** within 14 days of your return to Singapore to arrange the return of your **Registered Device**. If you contact the **SmartSupport Call Centre** to arrange a return, a **Courier** will be arranged to collect your **Registered Device** in accordance with the timescales provided by the **SmartSupport Call Centre**. **Asurion** will then refund the difference between the **Replacement Fee** and the **Swap Fee** by your original method of payment within 30 days upon **Asurion's** verification that the **Registered Device** was returned. No refund will be provided in the event that 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 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 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 **Registered Device** from you (**Original Registered Device**); 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 ownership of 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 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**.
- 7.9 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**.
- 7.10 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:
- 7.10.1 reject the **Service Request** at the time **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**, treat the **Swap** as a **Replacement** and charge you the **Additional Fee**; or
  - 7.10.3 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**.
- 7.11 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 **Like Mobile Device**. You may make a warranty claim for a **Like Mobile Device** by calling the **SmartSupport Call**

**Centre.** Your request for warranty service will be handled in the same way as an **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 Exchange 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;
- (b) in the case of a **Swap**, **StarHub** will delete all data on the previous **Registered Device** without reference to you;
- (c) in the case of a **Replacement**, the previous **Registered Device** is not available for a **Swap** and **StarHub** or its service provider is entitled to register the **IMEI** of the previous **Registered Device** with the Singapore Police Force and to take any action that it deems necessary to recover the previous **Registered Device**;
- (d) in the case of a **Swap** or **Replacement**, title is transferred to **StarHub** or its service provider in accordance with clause 6.2;
- (e) where your **Registered Device** is replaced under a warranty claim directly with the **OEM**, that you have the responsibility of contacting the **SmartSupport Call Centre** to inform of the replacement **IMEI** number.

**8. SMARTSUPPORT APPLICATION**

8.1 Applicability - If the **SmartSupport Application** is supported by your **Registered Device's** operating system, then clause 8 applies to you.

8.2 Access – The **SmartSupport Application** service is provided through an application preloaded onto your **Registered Device** or that you must download and activate (the **SmartSupport Application**).

8.3 Activation – To activate the **SmartSupport Application** you must (i) install it (where not preloaded onto your **Registered Device**); (ii) run it; (iii) accept the terms and conditions of the licensing agreement that will appear on the screen; and (iv) set up your account.

8.4 Functions – **SmartSupport Application** includes the following functions:

Type	Function	Description
<b>Backup Service</b>	User Generated Data backup (contacts, photos and videos)	Up to 5GB
	Cross platform data transfer and sync	To allow transfer of User Generated Data between <b>Devices</b> via the <b>SmartSupport Online Portal</b>
<b>Device Security (all functions can be initiated via the SmartSupport Online</b>	Lock	To remotely activate a lock on the <b>Registered Device</b> .
	Alarm	To remotely activate an audible alarm on the <b>Registered Device</b> .

<b>Portal or requested by contacting the SmartSupport Call Centre.)</b>	Erase	To remotely erase User Generated Data from the <b>Registered Device</b> .
	Locate	To remotely locate the <b>Registered Device</b> on a map.
<b>Content Management</b>	Safe browsing	To notify you the risk of phishing and malware sites when browsing the internet from the <b>Registered Device</b> .
	Antivirus	Software to scan, detect and manage virus.
<b>Data Privacy</b>	App Assist	To enable users to manage and protect their information on the <b>Registered Device</b> by monitoring behaviours of installed applications.
<b>Usability</b>	Personalised dashboard	Remote functions and complementary functions to the above may be carried out via the <b>SmartSupport Online Portal</b> .

## 8.5 Technical Specifics

- 8.5.1 The **SmartSupport Application** is not compatible with all **Device** models or operating systems. As such, some of the **SmartSupport Application** functions may be altered, limited or disabled on certain **Device** models or operating systems. The **SmartSupport Application** may function differently on different **Devices** and/or operating systems.
- 8.5.2 The use of **SmartSupport Application** may require additional battery life and you may incur additional data or roaming charges from its use.
- 8.5.3 For the **SmartSupport Application** to work, your **Registered Device** must:
- be powered on (if it is powered off, some **SmartSupport Application** functions will work when it is subsequently powered on);
  - have a **StarHub SIM** card;
  - be within the **Network** coverage area or in a roaming network with data roaming enabled (or, for data security functions, be connected to the internet via wifi).

## 8.6 Limitations

- 8.6.1 The **SmartSupport Application** may be disabled or uninstalled by other applications, software, devices or hacking or even prior installed software on your **Registered Device**, which may impact their functioning.
- 8.6.2 The **SmartSupport Application** may not work in combination with any software or applications supplied or provided by a third party.
- 8.7 **StarHub** may modify or discontinue the **SmartSupport Application** at any time. If this may affect your ability to retrieve your User Generated Data, you will be given at least 7 days' notice, after which you may not be able to access or sync your User Generate Data via the **SmartSupport Application**.



## 9. MTS

- 9.1 **MTS** is a combination of online tools and a dedicated, specialist **SmartSupport Call Centre** facility that provides live or online technical and diagnostic support for a range of technical issues relating to your **Device**, including:
- 9.1.1 basic device functionality and security issues: setting up your **Registered Device** (for example, Bluetooth setup, voicemail setup, password) and how to use basic functions (for example, menus, making calls, call forwarding, SMS, clock/alarm functionality, send/receive photos);
  - 9.1.2 email and internet connectivity: troubleshooting on issues relating to applications connecting to the internet for services and connecting to the internet via data and Wi-Fi connections. This includes setting browser and email settings, GPRS/3G/4G/Wi-Fi settings, and email and calendar synchronisation;
  - 9.1.3 entertainment and personalisation: troubleshooting, syncing and connecting to your personal computer, third party application support, and media and data storage on the device. This includes installation and removal of applications, application settings and how to optimise use of the device and applications, but does not include training on applications or personal customisations or support related to games; and
  - 9.1.4 general technical issues: hardware related problems, such as charging/battery, display, sound and camera issues. This includes operating system and firmware/versioning issues which guide a user on how to perform resets and software updates.
- 9.2 Reasonable Effort Service. **MTS** is a "reasonable effort service." This means that if **StarHub**, or its service provider, is unable to resolve your problem after making reasonable efforts, **StarHub** reserves the right, in our sole discretion, to end further efforts to solve the problem. For the avoidance of any doubt, **StarHub** or its service provider shall not be liable to you for any loss or damages arising from **StarHub's** or its service providers inability to solve the problem.
- 9.3 Data usage and roaming charges may apply in using **MTS**, which charges you are liable to pay. You can access **MTS** by contacting the **SmartSupport Call Centre** or accessing the **SmartSupport Online Portal** to utilise instructional, interactive guides or to chat with a **MTS** agent.

## 10. SUPPORT REQUESTS

- 10.1 You may make a **Support Request**: (i) by calling **SmartSupport Call Centre**; or (ii) on the **SmartSupport Online Portal**. You cannot make a **Support Request** at a **Retail Store**.
- 10.2 The **SmartSupport Call Centre** will accept your **Support Requests** if:
- 10.2.1 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 to **StarHub** by you;
  - 10.2.2 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 **Support Request**;

10.2.3 all outstanding **Monthly Fees** under this Agreement and charges under the **Mobile Plan** are paid on its due date;

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

## 11. TERM AND TERMINATION

11.1 **StarHub** will supply your **Program** to you from the **Start Date** until it is terminated in accordance with this clause.

11.2 **Termination by you** – you can terminate your **Program** anytime by contacting the **SmartSupport Call Centre**.

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

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

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

11.3.3 you have breached, or are likely to breach, these **Terms**;

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

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

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

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

11.3.8 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**;

11.3.9 you are likely to create imminent harm or harass or are abusive to any personnel of **StarHub** and its service providers, sub-contractors and agents,

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

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

11.4.1 your **Mobile Plan** is transferred to another person or terminated by you or by **StarHub**;

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

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

## 11.5 Consequences of termination

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

11.5.2 Prohibition – If the **Services** have been terminated with respect to a **National ID**, you will not be eligible to apply for the **Services**.

11.5.3 **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.

## 12. SUSPENSION OF YOUR MOBILE PLAN

12.1 In the event that 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.

12.2 In the event that **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.

## 13. CHANGE OF REGISTERED DEVICE

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

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

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

## 14. DATA PRIVACY

You confirm that you have read and understood the StarHub Personal Data Protection Policy (**PDP Policy**). You also agree that by executing the **Application** or by continuing to use the **Services**, you are giving consent to **StarHub** that the personal information collected by **StarHub** from you will be used and/or disclosed in accordance to the **PDP Policy**. In addition, by executing the **Application** or using these **Services**, you consent to **StarHub's** service provider (and data intermediary, for the purposes of the Personal Data Protection Act 2012), **Asurion**, storing or hosting data with **Asurion** and its affiliates, partners and subsidiaries, or with Asurion's unaffiliated third parties including third-party service providers, relevant governmental and/or regulatory authorities, whether in Singapore or other countries, for the purpose of providing you with the **Services** or for any other purpose specified in the **PDP Policy**.

## 15. MISCELLANEOUS

15.1 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), termination, or suspension at any time. We will notify you of the changes through the **Website** and if you continue your

**Subscription** to the **Services** after such changes are notified, you will be deemed to have agreed to those changes.

- 15.2 Service providers, contractors and third parties - **StarHub** may mandate a third party 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.
- 15.3 Governing law - The **Agreement** will be governed by and construed in accordance with the laws of Singapore. Most of your concerns or questions about the **Services** can be addressed by contacting the **SmartSupport Call Centre**.
- 15.4 Entire agreement – You hereby agree and accept that the StarHub General Terms & Conditions (**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.
- 15.5 **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 conflicts between a promotion's terms and conditions and these **Terms**, the promotion's terms and conditions shall prevail.

## 16. ENQUIRIES

If you have any queries, complaints, claims or feedback regarding the **Services**, please direct them to **StarHub** by calling **SmartSupport Call Centre** at 800 852 6030 (+65 6822 2255 from overseas).

## 17. DEFINITIONS

- 17.1 **Acceptance Date** means the date when the **SmartSupport Call Centre** accepts your **Service Request**.
- 17.2 **Acceptance Time** means the time when the **SmartSupport Call Centre** accepts your **Service Request**.
- 17.3 **Additional Fee** means an amount equivalent to the difference between the applicable **Swap Fee** and the applicable **Replacement Fee** for a **Device**.
- 17.4 **Asurion** means NEW Asurion Singapore Pte. Ltd. (CRN 201217148R), a service provider appointed by StarHub to provide the **Services**.
- 17.5 **Courier** means a person appointed to deliver **Like Mobile Devices** in accordance with the **Services**.
- 17.6 **Credit Card** includes: VISA, MasterCard and American Express credit cards
- 17.7 **Debit Card** includes: VISA and MasterCard debit cards.
- 17.8 **Device** means a mobile wireless device that (i) has a display screen; (ii) supports one or more wireless network connectivity options; and (iii) that is operated using voice, touch or a miniature keyboard. It does not include any **Device Accessories**.

- 17.9 **Device Accessory** means anything that is either: (i) provided by the original manufacturer in the box with a **Device**; or (ii) sold separately to be used in conjunction with a **Device**. It includes (i) batteries; (ii) **SIM** cards; (iii) memory cards; (iv) chargers; (v) ear buds; (vi) boxes; (vii) cases; (viii) cables; (ix) mounts; and (x) docking stations.
- 17.10 **Eligible Device** means a **Device** either being supplied to you: (i) as new by **StarHub** and registered at the time of purchase or upgrade 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 Call Centre** or through the **SmartSupport Online Portal** to the satisfaction of **StarHub** or any of its approved service providers, agents or subcontractors.
- 17.11 **Fees** means the fees set out in clause 4.
- 17.12 **IMEI** means the international mobile equipment identity number of a **Device**.
- 17.13 **Hardware Modification** means any modification made to a Device's hardware not undertaken or authorised by the OEM.
- 17.14 **Like Mobile Device** means a **Device**, compared to the **Registered Device**, that:
- 17.14.1 may be new or refurbished;
  - 17.14.2 is of similar kind, quality and functionality;
  - 17.14.3 if it is refurbished, it may contain original or non-original manufacturer parts;
  - 17.14.4 has same or greater memory;
  - 17.14.5 may be a different make, model or colour;
  - 17.14.6 has a different **IMEI**;
  - 17.14.7 does not include any **Device Accessories**.
- 17.15 **Limit** has the meaning given to that term in clause 5.3.
- 17.16 **Mobile Plan** means a post-paid mobile plan offered by **StarHub**.
- 17.17 **Modification** means **Software Modification** or **Hardware Modification** or both.
- 17.18 **Monthly Fee** has the meaning given to that term in clause 4.1.
- 17.19 **MTS or Mobile Technical Support** means the **Services** set out in clause 9.
- 17.20 **National ID** means a valid identification document issued or accepted for verification of identity in Singapore.
- 17.21 **Network** means the mobile telephony network operated by **StarHub**.
- 17.22 **OEM** means original manufacturer of a **Device**.
- 17.23 **Program** means the specific Services selected by you in accordance with clause 2.1.
- 17.24 **Registered Device** means an **Eligible Device** that **StarHub** has registered with reference to its **IMEI** for a **Program** in accordance with these **Terms**.
- 17.25 **Replacement** has the meaning given to that term in clause 2.2.1 (ii).

- 17.26 **Replacement Fee** means the fee set out in the third column of the Table in clause 4.5.
- 17.27 **Retail Store** means any retail store in Singapore owned or approved by **StarHub** to sell **StarHub** services.
- 17.28 **Services** means (i) a **Swap**; (ii) a **Replacement** (iii) **MTS** and (iv) **SmartSupport Application**, and each is a **Service**.
- 17.29 **Service Fee** means the **Swap Fee**, the **Replacement Fee** and the **Additional Fee**.
- 17.30 **SIM** means subscriber identification module.
- 17.31 **Service Request** means a request for a **Swap** or **Replacement** permitted under these **Terms**.
- 17.32 **SmartSupport Application** means the mobile application, with the functions described in clause 8, offered for your use if you are using a supported **Registered Device**.
- 17.33 **SmartSupport Call Centre** means the call centre available at 800 852 6030 (+65 6822 2255 from overseas).
- 17.34 **SmartSupport Online Portal** means a website offered for your use, through which you can access certain **Services**, information and assistance.
- 17.35 **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'.
- 17.36 **StarHub** means StarHub Mobile Pte Ltd (Reg. No. 200000646C).
- 17.37 **Start Date** has the meaning given to that term in clause 3.3.
- 17.38 **Subscription** means your subscription to the **Service**.
- 17.39 **Support Request** means a request for assistance in relation to the **SmartSupport Application** or **MTS**.
- 17.40 **Swap** has the meaning given to that term in clause 2.2.1(i).
- 17.41 **Swap Fee** means the fee set out in the second column of the Table in clause 4.5
- 17.42 **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.
- 17.43 **Website** means the **StarHub** Website.

## SECTION F: TERMS & CONDITIONS FOR MOBILE DEVICES ENROLLED IN THE SMARTSUPPORT PROGRAM BEFORE 15 JANUARY 2016

### I. SMARTSUPPORT SERVICES

1.1 SmartSupport Services is a comprehensive mobile device aftersales service and protection program that includes:

1.1.1 device swap and replacement (“**Device Swap & Replacement**”);

1.1.2 data protection (“**Data Protection**”); and

1.1.3 mobile technical support (“**MTS**”),

together, the “**SmartSupport Services**”. The SmartSupport Basic Services is comprised of the Device Swap & Replacement and Data Protection only while the SmartSupport Plus Services is comprised of the Device Swap & Replacement, Data Protection and MTS.

1.2 The scope of the SmartSupport Services provided to you is set out in your SmartSupport Agreement.

### 2. ELIGIBILITY

2.1 To be eligible for SmartSupport Services, you must:

2.1.1 have a postpaid Mobile Plan;

2.1.2 have a new Eligible Device; and

2.1.3 register your Eligible Device by entering into a SmartSupport Agreement with StarHub at the point of sale when you obtain your new Eligible Device.

2.2 Provided that you meet the eligibility criteria pursuant to clause 2.1 for each Eligible Device, you may register multiple Eligible Devices (each with a separate IMEI). Each Eligible Device will be itemised separately on your StarHub invoice and each will incur separate Monthly Fees as set out in clauses 4(a) to 4(c) below. In the event that you wish to exercise a Device Swap & Replacement, it is highlighted that additional Swap Fees and/or Replacement Fees are payable directly to NEW Asurion Singapore Pte. Ltd. as set out in this clause 2.2 who has been appointed as StarHub’s agent for the collection of the said Swap Fees and/or Replacement Fees:

2.2.1 SmartSupport Basic Services

	SmartSupport Basic Services		
Tiers	1	2	3
Monthly Fee for SmartSupport Basic Services (subject to prevailing GST)	SGD 6.00	SSGD 8.00	SSGD 10.00

## 2.2.2 SmartSupport Plus Services

SmartSupport Plus Services			
Tier	1	2	3
Monthly Fee for SmartSupport Plus Services (subject to prevailing GST)	SSGD 8.00	SSGD 10.00	SSGD 12.00

- 2.3 The Monthly Fee for the Tiers may be amended by StarHub from time to time and are based on the type of devices and the list of devices and their respective Tiers.
- 2.4 If your SmartSupport Services have been terminated or cancelled for any reason, you cannot re-activate the terminated or cancelled SmartSupport Services in relation to the same Eligible Device (as identified by the IMEI number) for which the SmartSupport Services were provided previously.
- 2.5 StarHub reserves the right to reject your application for SmartSupport Services. A notice of rejection will be provided to you within seven (7) working days from the time of your enrollment in SmartSupport Services by telephone or by email utilising the contact details that you provided to StarHub in your Mobile Plan.

### 3. COMMENCEMENT, TERM AND TERMINATION

- 3.1 Your SmartSupport Agreement commences on the Commencement Date and continues until it is terminated:
- 3.1.1 by you opting out at any time. To opt out, you must contact the StarHub Call Centre. Your SmartSupport Services will be cancelled effective on the day on which the opt out is communicated to StarHub in accordance with this clause;
- 3.1.2 by StarHub, if:
- 3.1.2.1 we reasonably suspect that you or any other person has engaged in fraudulent or criminal activity in relation to SmartSupport Services. In order to assess this, we may ask you to provide us with relevant information, including a copy of your NRIC or passport for non-NRIC holders, or any other identity information
- 3.1.2.2 you breach any of these Terms and Conditions or any other agreement you have with StarHub;
- 3.1.2.3 you become or threaten to become bankrupt or insolvent;
- 3.1.2.4 you make any arrangement or composition with or assignment for the benefit of your creditors or go into either voluntary or compulsory liquidation or a receiver, trustee, judicial manager or administrator is appointed over any of your assets;
- 3.1.2.5 the equivalent of any of the events referred to in (iii) and (iv) above under the laws of any relevant jurisdiction occurs to you;
- 3.1.2.6 you provide incorrect, false or incomplete information to StarHub or any Sub-Contractor;
- 3.1.2.7 the requirements of the relevant Regulatory Authority or any other applicable authority result in StarHub or any Sub-Contractor having to stop providing any



SmartSupport Services or to provide any SmartSupport Services in a manner which is unacceptable to StarHub and/or any Sub-Contractor;

3.1.2.8 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 SmartSupport Services, or defraud StarHub or any Sub-Contractor, or are likely to create imminent harm or harass or are abusive to any personnel of StarHub or any Sub-Contractor; or

3.1.2.9 for any other reason which StarHub may decide in our absolute discretion; or

3.1.3 as a result of the termination of your Mobile Plan,  
(each of 3.1.1 to 3.1.3, the "**Term**").

You will be liable to pay all Monthly Fees which will be pro-rated up to and including the day that the Term is completed (as applicable) as set out in clause 5.1 below. Your eligibility for SmartSupport Services will cease immediately upon the completion of the Term.

#### **4. SUSPENSION OF SMARTSUPPORT SERVICES**

4.1 In the event that you voluntarily suspend your Mobile Plan for a limited time, your SmartSupport Agreement, related SmartSupport Services and corresponding Monthly Fees will be suspended for the period during which you have voluntarily suspended your Mobile Plan and for a period of thirty (30) days after your reactivation of your Mobile Plan.

4.2 In the event that StarHub suspends your Mobile Plan for whatever reason, your SmartSupport Agreement and related SmartSupport Services will be suspended for the period during which StarHub has suspended your Mobile Plan and for a period of thirty (30) days after StarHub's reactivation of your Mobile Plan in accordance with the terms and conditions of your Mobile Plan and SmartSupport Agreement.

#### **5. PAYMENT OF MONTHLY FEES**

5.1 From the Commencement Date, you must pay the Monthly Fee at the time of your enrollment in SmartSupport Services. The Monthly Fee will thereafter be included in your StarHub monthly invoice. Your Monthly Fee will be pro-rated:

5.1.1 in the first month of service in the event that the SmartSupport Services do not commence at the beginning of the month based on the actual days of coverage used for the month in which the term is commenced and

5.1.2 in the last month of service if your SmartSupport Services are terminated pursuant to clause 3.1 based on the actual days of coverage used for the month upon the completion of the Term. If the Monthly Fees have been paid prior to the date of termination, StarHub will refund the pro-rated Monthly Fees within thirty (30) days from the date of termination. In the event that your StarHub Mobile Plan and SmartSupport Services are suspended, your Monthly Fee shall also be suspended during such period of suspension.

#### **6. SMARTSUPPORT SERVICES**

##### Device Swap & Replacement

6.1 Subject to these Terms and Conditions, in relation to each Eligible Device for which you have an active subscription for SmartSupport Services, you can request a Swap or Replacement for a Like Mobile Device ("**Exchange**") at any time within the Term, for any reason, up to a maximum of two (2) times in any twelve (12) month period, for a Swap Fee or as applicable, Replacement Fee as set out in clauses 6.11 to 6.15 below.

- 6.2 The right to Exchange is called the “**2 IN 12 Entitlement**”.
- 6.3 **The twelve (12) month period for the 2 IN 12 Entitlement is computed on a rolling basis and you shall not be entitled to more than two (2) Exchanges in any twelve (12) month period at any point in time.** The twelve (12) month rolling period is computed as commencing from the delivery date that the first Exchange occurs and therefore expires on the date falling twelve (12) months after the delivery date that the first Exchange occurs. If you use two (2) Exchanges at any time within a period of twelve (12) consecutive months commencing from the delivery date that the first Exchange occurs, your next right to exercise a 2 IN 12 Entitlement will only arise twelve (12) months after the delivery date that the first Exchange occurred. The next twelve (12) month period for the purposes of computing the 2 IN 12 Entitlement will however only commence on the delivery date that the first Exchange occurs in this said period. If you use only one (1) of or do not use any of your 2 IN 12 Entitlements within a period of twelve (12) consecutive months, such 2 IN 12 Entitlements cannot be carried forward to the next twelve (12) month period. **For the avoidance of doubt, no more than two (2) Exchanges can be made in respect of any twelve (12) month period.**
- 6.4 Only an Eligible Device with the related IMEI details as reflected in StarHub’s records may be subject to an Exchange.
- 6.5 You can make a Service Request by contacting the SmartSupport Call Centre or through the SmartSupport Online Portal, when available, or by any other published means. Once your Service Request is validated, you will receive a Service Request number.
- 6.6 You cannot make a Service Request for an Accessory only.
- 6.7 When you make a Service Request, you are not required to establish that your Eligible Device is broken, lost, stolen or damaged or has otherwise been subject to any qualifying event. We may, however, ask you about the condition of your Eligible Device or the reason why your Eligible Device is not available for a Swap for informational purposes so that we can best service your Service Request. You may also be asked to provide certain Customer Information (as defined below) that was provided by you to StarHub in your Mobile Plan so as to confirm and verify your identity.
- 6.8 In making a Service Request, you are deemed to have consented to StarHub and/or our Sub-Contractors activating and using the locate, lock, alarm/recover and wipe functions (under Data Protection), and are deemed to have consented to StarHub and/or our Sub-Contractors accessing your personal data, including but not limited to your User Generated Data, in such activation and use.
- 6.9 If your Eligible Device is in your possession, power or custody at the time you make a Service Request for delivery in Singapore, your Service Request will be for a Swap and you will be charged a Swap Fee by NEW Asurion Singapore Pte. Ltd. as set out in clauses 6.11 to 6.15 below. You are then required to return the Eligible Device as advised by the SmartSupport Call Centre or the SmartSupport Online Portal, as the case may be, and by surrendering the Eligible Device with the battery and SIM Card removed to the courier who is delivering your Like Mobile Device with a new IMEI number to you in Singapore, or as otherwise directed by StarHub or any Sub-Contractor.
- 6.10 If your Eligible Device is not in your possession, power or custody at the time you make a Service Request or if your place of delivery for the Like Mobile Device is outside of Singapore, your Service Request will be for a Replacement and you will be charged a Replacement Fee by NEW Asurion Singapore Pte. Ltd. as set out in clauses 6.11 to 6.15 below. For a Replacement a Like Mobile Device with a new IMEI number will be delivered to you with a new SIM card. With respect only to Replacements with places of deliveries outside of Singapore, you will have the option to return your Eligible Device within fourteen (14) days upon your return to Singapore by making a call to the SmartSupport Call Centre upon which a courier will be arranged to collect your Eligible Device in

accordance with the timeline set out in clause 6.16 below. NEW Asurion Singapore Pte. Ltd. will then refund the difference between the Replacement Fee and the Swap Fee directly to your credit card or by way of cheque within thirty (30) days upon its verification that the Eligible Device was returned. No refund will be provided in the event that the Eligible Device was not returned and you will then be informed of the time and location at and from which you may collect your device.

- 6.11 The Swap Fees and the Replacement Fees may be amended by StarHub from time to time and are based on the type of devices and the list of devices and their respective Tiers:

<b>Tier</b>	<b>Swap Fee (Inclusive of GST)</b>	<b>Replacement Fee (Inclusive of GST)</b>
<b>1</b>	SGD 25	SGD 75
<b>2</b>	SGD 50	SGD 150
<b>3</b>	SGD 100 to SGD 130	SGD 300 to SGD 400

- 6.12 You must pay the applicable Swap Fee or Replacement Fee by credit card or any other available means at the time of your Service Request.
- 6.13 In the event that you are unable to pay the applicable Swap Fee or Replacement Fee by credit card or any other available means at the time of your Service Request, StarHub may, in our sole and absolute discretion, provide you with the option to pay the applicable Swap Fee or Replacement Fee in person by credit card or in cash at the time of your receipt of the Like Mobile Device if such device is being delivered to you in Singapore via courier.
- 6.14 StarHub has appointed NEW Asurion Singapore Pte. Ltd. to charge and collect the applicable Swap Fee or Replacement Fee. Your payment of the applicable Swap Fee or Replacement Fee will be made directly to NEW Asurion Singapore Pte. Ltd. You hereby consent to NEW Asurion Singapore Pte. Ltd.'s and the Sub-Contractors' (as defined below) storage of your credit card details upon your provision of the same. NEW Asurion Singapore Pte. Ltd. will not utilise your credit card details for any charges other than for (a) a refund contemplated in clause 6.10, (b) the Replacement Fee charge as contemplated in clause 6.10, or (c) to charge the Swap Fee or Replacement Fee at the time of processing of the Service Request unless you have failed to return the accurate Eligible Device to the courier in Singapore in a Swap request, in which case StarHub or NEW Asurion Singapore Pte. Ltd. will provide you with an additional seven (7) days to return the accurate Eligible Device, failing which NEW Asurion Singapore Pte. Ltd. will automatically charge your credit card for the difference between the Replacement Fee and the Swap Fee under this clause 6.14(c).
- 6.15 In the event that you have not provided any credit card details for the Service Request, you will be required to pay the difference between the Replacement Fee and the Swap Fee as required under clause 6.14(c) directly to NEW Asurion Singapore Pte. Ltd., by cash or bank transfer to NEW Asurion Singapore Pte. Ltd. as directed by NEW Asurion Singapore Pte. Ltd.
- 6.16 StarHub will deliver the Like Mobile Device to you at:
- 6.16.1 an address in Singapore via courier within four (4) hours of your completed Service Request, provided your request is received between 8.00 am and 2.00 pm Singapore time, Monday to Saturday, excluding public holidays and subject to any extensions as may be required for force majeure events and/or where the courier delays such delivery. If your Service Request is received at any time other than between 8.00 am and 2.00 pm Singapore time, Monday to

Saturday or at any time on a Sunday or public holiday, the Like Mobile Device will be delivered by 12.00 noon Singapore time on the next day, excluding Sundays and public holidays; or

- 6.16.2 an address outside of Singapore, 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 cost by credit card at the time of your Service Request. In the unlikely event that the courier fails to make such international delivery, NEW Asurion Singapore Pte. Ltd. will refund the applicable Replacement Fee to your credit card or by way of cheque within thirty (30) days of it being informed of the courier's failure to make such delivery.
- 6.17 If the Like Mobile Device is delivered to you in Singapore via courier, you will be required to produce your original and valid NRIC or passport for non-NRIC holders. Your NRIC or passport number will also be printed on the delivery docket accompanying the Like Mobile Device being delivered to you. Your NRIC or passport number printed on the delivery docket must correspond to your original and valid NRIC or passport for non-NRIC holders presented by you to the courier in order for delivery of the Like Mobile Device to be made to you. For any deliveries for a Swap in Singapore, the Eligible Device with the IMEI number in StarHub's records must be provided to the courier in order for the courier to provide you with the Like Mobile Device failing which your Service Request will be deemed rejected and a refund of the Swap Fee will be made to you either by credit card or be cheque within thirty (30) days of the rejected Service Request.
- 6.18 StarHub reserves the right to not deliver the Like Mobile Device in the event that clauses 6.4 and/or 6.17 are not satisfied.
- 6.19 StarHub will not ship a Like Mobile Device to an address it reasonably suspects is associated with fraudulent behaviour, is not reasonable in the circumstances or to a post office box or a rural mail box.

## **7. WHAT IS AN ELIGIBLE DEVICE?**

- 7.1 An "**Eligible Device**" is a new device (together with any boxed Accessories) either (i) supplied to you by StarHub and registered at the time of purchase or upgrade under your Mobile Plan, or (ii) supplied to you by the original equipment manufacturer by means of a swap provided that the device provided pursuant to such swap and the related IMEI details have been recorded by you with the SmartSupport Call Centre or through the SmartSupport Online Portal, when available, or by any other published means at the time of such Swap, and any other documentary evidence of such Swap which may be requested by StarHub and/or any Sub-Contractor has been provided by you to StarHub and/or the Sub-Contractor's satisfaction.
- 7.2 Where you make a Service Request in relation to your Eligible Device and you are supplied with a Like Mobile Device by way of Swap or Replacement, upon receipt by you, the Like Mobile Device will become your Eligible Device.
- 7.3 At the time of your Service Request, ownership of your Eligible Device (whether or not in your possession, power or custody) will immediately transfer to StarHub and you hereby assign to StarHub all associated rights and benefits of any manufacturer's warranty. The IMEI of the device may be blocked from use on wireless networks.
- 7.4 Any defect in any Like Mobile Device provided to you by way of Swap or Replacement is covered under a six (6)-month warranty period only, and your sole and exclusive remedy for such defects shall be according to such warranty and any other non-excludable rights under applicable laws of Singapore. To exercise such warranty, you are required to make a Service Request to the SmartSupport Call Centre or through the SmartSupport Online Portal and be required to return the Like Mobile Device to the courier sent to you in Singapore. In the event that StarHub subsequently

discovers that you have not returned the Like Mobile Device with the IMEI number reflected in StarHub's records, you will be required to return the actual Like Mobile Device at such location and time as directed by StarHub and NEW Asurion Singapore Pte. Ltd., failing which you will be charged the Replacement Fee to the credit card provided under clause 6.14 or by cash or bank transfer to NEW Asurion Singapore Pte. Ltd. as directed by NEW Asurion Singapore Pte. Ltd. where no credit card details are provided. This will not however form part of your 2 IN 12 Entitlement.

## **8. ELIGIBILITY FOR DEVICE SWAP & REPLACEMENT**

8.1 To be eligible for an Exchange:

- 8.1.1 the device must be your Eligible Device. In the event of a Swap, the Eligible Device must additionally have a visible, unaltered and legible IMEI that corresponds to the IMEI recorded in StarHub's records for that device;
- 8.1.2 your Mobile Plan and SmartSupport Agreement must be active and in force;
- 8.1.3 a 2 IN 12 Entitlement must be available to you;
- 8.1.4 you must provide any additional information reasonably requested by StarHub, including (without limitation) proof of ownership and valid proof of identity; and
- 8.1.5 any Monthly Fees, other fees or reimbursements owing to StarHub under your applicable Mobile Plan and SmartSupport Agreement must not be outstanding in excess of thirty (30) days from the applicable invoice due date.

## **9. WHAT IS A LIKE MOBILE DEVICE?**

9.1 A "*Like Mobile Device*":

- 9.1.1 will be of similar kind, quality and functionality to your Eligible Device;
- 9.1.2 will be new or refurbished;
- 9.1.3 if refurbished, may contain original or non-original manufacturer parts;
- 9.1.4 will have the same or greater memory as your Eligible Device;
- 9.1.5 may be of a different brand, model and/or colour;
- 9.1.6 will be imprinted with a new IMEI number which will be reflected in StarHub's records and verified for Swap and warranty exchange requests under clause 7.4.

9.2 If available, you will be offered a Like Mobile Device that is the same make and model as your Eligible Device, but not necessarily the same colour.

9.3 StarHub makes no representation or warranty that any Like Mobile Device will be identical or offer the same functionalities as your Eligible Device.

## **10. DATA PROTECTION**

10.1 Data Protection is provided through the SmartSupport Data Protection Application which is either preloaded on your Eligible Device, or you must download and activate it.

10.2 If required, you can download the SmartSupport Data Protection Application by clicking on an SMS link or email link sent to your Eligible Device. To request the link, you must contact the SmartSupport Call Centre or access the SmartSupport Online Portal.

10.3 You can activate the Data Protection Functions (as defined below) by:

- 10.3.1 running the SmartSupport Data Protection Application;

10.3.2 accepting the terms and conditions of the licensing agreement that will appear on your screen; and

10.3.3 setting up your account.

10.4 The Data Protection Functions (as defined below) will only work on compatible Eligible Devices. A complete list of compatible Eligible Devices may be accessed by visiting [www.starhub.com](http://www.starhub.com), which may be amended from time to time.

10.5 Data Protection includes the following functions (“**Data Protection Functions**”):

<b>Category</b>	<b>Function</b>	<b>Function description</b>
<b>Backup services</b>	<i>Contacts backup</i>	Up to 2GB of contacts on the Eligible Device.
	<i>User Generated Data backup</i>	Up to 5GB of User Generated Data on the Eligible Device.
	<i>Cross platform data transfer and sync</i>	To allow transfer of User Generated Data between Eligible Devices via the SmartSupport Online Portal.
<b>Data security</b>	<i>Locate</i>	To remotely locate the Eligible Device on a map. Can be initiated via the SmartSupport Online Portal or requested by contacting the SmartSupport Call Centre.
	<i>Lock</i>	To remotely lock the Eligible Device and see the location history. Can be initiated via the SmartSupport Online Portal or requested by contacting the SmartSupport Call Centre.
	<i>Alarm/recover</i>	To remotely sound an alarm to locate the Eligible Device within an audible range. Can be initiated via the SmartSupport Online Portal or requested by contacting the SmartSupport Call Centre.
	<i>Erase</i>	To wipe User Generated Data from the Eligible Device. Can be initiated via the SmartSupport Online Portal or requested by contacting the SmartSupport Call Centre.
<b>Secure</b>	<i>Antivirus</i>	Malware signature and cloud based scanning of the Eligible Device.
	<i>Safe browsing</i>	To prevent users from visiting phishing and malware sites when browsing the internet from the Eligible Device.
<b>Data privacy</b>	<i>App Assist</i>	To enable users to manage and protect their information on the Eligible Device by monitoring behaviours of installed applications.

<b>Usability</b>	<i>Personalised dashboard</i>	Enables remote functions to be carried out via the SmartSupport Online Portal.
<b>MTS Functions</b>	<i>Contact Us</i>	Enables you to make a call to an MTS representative directly from Your Eligible Device
	<i>Remote Access provided by LogMeIn Inc.</i>	Enables an MTS representative to remotely access your Eligible Device to determine status issues, such as remaining battery life for example.

10.6 Data Protection Functions may require additional use of battery life.

10.7 Not all Data Protection Functions are available on all Eligible Devices. A complete list of Data Protection Functions available on Eligible Devices may be accessed by visiting the Website, which may be amended from time to time. Not all of the Data Protections Functions will be continuously available to you or error free. By way of example, due to technical limitations or issues, the locate or alarm functions may not be available to you when you are trying to locate your Eligible Device. While StarHub will exercise best efforts in locating your Eligible Device, StarHub does not guarantee 100% accuracy of the location information and the information is provided on a best efforts basis only. In addition, StarHub advises that you should not search for your Eligible Device in any location that is unfamiliar to you, and further, you hereby acknowledge and agree to abide by all laws and regulations in attempting to locate your Eligible Device, including but not limited to those laws and regulations pertaining to trespass and privacy.

10.8 The Data Protection Functions will operate where your Eligible Device:

10.8.1 is powered on (if your Eligible Device is powered off, some functions will work when the device is subsequently powered on and the command or notification is received, for example, the locate alarm will sound at that time);

10.8.2 has a SIM card installed;

10.8.3 is within the StarHub network coverage area or in a roaming network, with data roaming enabled. Data services and data security functions will work with no network coverage where the Eligible Device has Wi-Fi capability that is turned on and the Eligible Device is connected to the internet;

10.8.4 if it has an android operating system:

(a) has text messaging capability turned on; and

(b) grants the SmartSupport Data Protection Application access privileges under the 'Settings' menu;

10.8.5 if it has an iOS operating system:

(a) has push notification service capability turned on; and

(b) has Wi-Fi capability turned on and not set to sleep mode.

10.9 As with other software, the Data Protection Functions may be disabled or uninstalled by other applications, software, devices or hacking. In such events, the Data Protection Functions may not function properly. In addition, even though installed, the Data Protection Functions may not function properly due to other prior installed software on your Eligible Device.

10.10 StarHub reserves the right, at any time, to modify, change, suspend or discontinue any or all of the Data Protection Functions. If any such action will affect your ability to retrieve your User Generated

Data, you will be given at least seven (7) days' notice. Thereafter, you may be prevented from accessing data or information that you have stored, synched or transmitted via the Data Protection Functions.

- 10.11 StarHub does not warrant that the Data Protection Functions (including updates and upgrades) will meet your personal requirements, work in combination with any software supplied or provided by a third party, that the operation of the SmartSupport Data Protection Application will be continuous, error free or that any defects are correctable or will be corrected.
- 10.12 Data usage and/roaming charges may apply in using the Data Protection Functions, which charges you are liable to pay.

## 11. MTS

- 11.1 MTS is a combination of online tools and a dedicated, specialist SmartSupport Call Centre facility that provides live or online technical and diagnostic support for a range of device technical issues, including:
  - 11.1.1 **basic device functionality and security issues:** setting up your Eligible Device (for example, Bluetooth setup, voicemail setup, password) and how to use basic functions (for example, menus, making calls, call forwarding, SMS, clock/alarm functionality, send/receive photos);
  - 11.1.2 **email and internet connectivity:** troubleshooting on issues relating to applications connecting to the internet for services and connecting to the internet via data and Wi-Fi connections. This includes setting browser and email settings, GPRS/3G/4G/Wi-Fi settings, and email and calendar synchronisation;
  - 11.1.3 **entertainment and personalisation:** troubleshooting, syncing and connecting to your personal computer, third party application support, and media and data storage on the device. This includes installation and removal of applications, application settings and how to optimise use of the device and applications, but does not include training on applications or personal customisations or support related to games; and
  - 11.1.4 **general technical issues:** hardware related problems, such as charging/battery, display, sound and camera issues. This includes operating system and firmware/versioning issues which guide a user on how to perform resets and software updates.
- 11.2 Data usage and roaming charges may apply in using MTS, which charges you are liable to pay.
- 11.3 MTS does not cover issues that are not directly related to the functionality of your Eligible Device or network specific issues. Excluded matters include:
  - 11.3.1 network coverage issues (dropped calls/data interruptions), except to determine if there is a broader network issue affecting devices in your area;
  - 11.3.2 known issues with operating systems, firmware and other software;
  - 11.3.3 computer diagnostic support not related to the use of your Eligible Device;
  - 11.3.4 use of unauthorised or copyright infringed software;
  - 11.3.5 password, personal identification number or personal identification number unlock key problems;
  - 11.3.6 modification of OEM software;
  - 11.3.7 installation of third party software or OEM driver not supported by the Eligible Device;
  - 11.3.8 computer setup, support or repair; home or wireless router/modem or network setup, support or repair;



- 11.3.9 peripheral setup, support or repair;
- 11.3.10 data migration from computer to computer; and
- 11.3.11 fundamental training needs on software packages or programming or development support.
- 11.4 MTS will assist you with issues related to the SmartSupport Data Protection Application. MTS can remotely perform the following functions on your Eligible Device:
  - 11.4.1 lock/delete/alarm/locate;
  - 11.4.2 backup User Generated Data;
  - 11.4.3 initiate App Assist and Diagnostics;
  - 11.4.4 reset to factory settings; and
  - 11.4.5 transfer User Generated Data to new Eligible Device.
- 11.5 You can access MTS by contacting the SmartSupport Call Centre or accessing the SmartSupport Online Portal to utilise instructional, interactive guides or to chat with an MTS agent.
- 11.6 MTS requires an active StarHub account, and may require an existing and functioning high-speed/broadband Internet connection, compatible home Wi-Fi gateway/router (as applicable), and a functional/working PC with Windows XP or newer operating system to receive all included services. Limited support may be available for customers with an Apple computer with Macintosh OS X, 10.4 Tiger or 11.7 Leopard and above. MTS may recommend that you take certain steps before the problem can be resolved, such as buying cables or acquiring software or performing a backup of information. StarHub will keep your file open so that it can be referenced again when you are ready to proceed. If you cannot pursue the course of action StarHub recommends, StarHub will consider the file closed.
- 11.7 StarHub has limited proprietary information from vendors, manufacturers, and developers and may not have the ability to obtain the proprietary information that may be necessary to resolve a specific technical problem. Technical problems that may arise may be the result of software or hardware errors not yet resolved by the hardware or software manufacturer, in which case StarHub may not be able to resolve the problem.
- 11.8 To receive MTS, you may be required to download and run certain software applications (on your Eligible Device or hardware) to aid in the diagnosis and provisioning of services (“**Software**”). You are prohibited from, and expressly agree not to, copy or modify Software or other materials provided. You further agree to comply with the terms and conditions that are provided with any Software and, in the event of a conflict, such Software-specific terms and conditions will take precedence over these Terms and Conditions and your SmartSupport Agreement only as to such Software.
- 11.9 Reasonable Effort Service. MTS is a “reasonable effort service.” This means that if StarHub is unable to resolve your problem after making reasonable efforts, StarHub reserves the right, in our sole discretion, to end further efforts to solve the problem. If StarHub exercises this right, you will remain liable for all charges associated with the MTS Services.
- 11.10 Right to Terminate. StarHub reserves the right to discontinue and terminate MTS Services for abuse, excessive usage, or any other reason in our sole discretion.
- 11.11 Refunds. If StarHub exercises the right to discontinue and terminate MTS Services in our sole discretion agrees to pay a refund, such refund will be limited to the one month price for MTS.
- 11.12 Representations and Authorisations by Customer. You represent and warrant you are an authorized user of the software on your device and/or PC and that you own or are an authorized user of any hardware or network devices you request StarHub to assist you with in association with the Services.

StarHub will not assist you if you are not the authorized user of the software on your device or of all devices. You authorize StarHub to effect changes to your computer(s) and settings for your computer and other equipment as a result of providing Services.

## **12. DATA PROTECTION AND LIABILITY**

- 12.1 You hereby acknowledge and agree that StarHub will engage a variety of sub-contractors, including their subsidiaries, associated companies, associates and employees, sales representatives, third party partners, service providers, couriers and agents, including, without limitation, NEW Asurion Singapore Pte. Ltd. ("**Sub-Contractors**") to perform and provide SmartSupport Services, process your subscription and billing arrangements and payment instructions. You hereby consent to (a) the collection, use and disclosure, of any information provided by you to StarHub including but not limited to (i) your full name, NRIC, passport number or other identification number, billing and residential address, contact telephone number(s) and email address; (ii) information about your use of StarHub's services, including call, usage, billing, geographical location and device information; (iii) your payment related information, such as your bank account or credit card information provided to StarHub or our Sub-Contractors for billing and related purposes and your credit history; and (iv) information about your interests, preferences or other information which you may provide in customer survey forms or through other sources ("**Customer Information**"), by StarHub and/or our Sub-Contractors; and (b) the storage of your Customer Information, by StarHub and/or our Sub-Contractors (including their respective sub-contractors and/or affiliates) in Singapore or outside of Singapore, for the purposes of StarHub's performance and provision of SmartSupport Services, processing of your subscription, billing arrangements and payment instructions, and for fraud and risk management, and compliance with applicable laws. You hereby also acknowledge, agree and consent to StarHub and our Sub-Contractors accessing your Customer Information every time SmartSupport Services are utilised and/or provided to you. StarHub hereby informs you that StarHub and our Sub-Contractors may also utilise the Customer Information to generate any data or additional information related to the provision of the SmartSupport Services, on an aggregated and non-personally identifiable basis, including but not limited to customer behaviour, device related, service request and device related data, for internal purposes to review, develop and improve our services ("**Additional Data**") and you hereby consent to StarHub's and our Sub-Contractors' respective use, collection and storage of such Additional Data whether in Singapore or outside of Singapore. Any queries, complaints, claims or feedback regarding the SmartSupport Services shall be directed to StarHub and you waive any rights against all our Sub-Contractors arising out of or relating to the SmartSupport Services.

## **13. GENERAL TERMS**

- 13.1 You hereby acknowledge the StarHub general terms and conditions ("**General Terms**") which are available at [www.starhub.com](http://www.starhub.com) shall apply. These Terms and Conditions are supplemental to and in addition to the General Terms, both sets of which shall govern and be applicable to the relationship between StarHub and you. In the event of inconsistency between these Terms and Conditions and the General Terms, the terms in these Terms and Conditions shall prevail.

## **14. ENQUIRIES**

- 14.1 If you have any queries, complaints, claims or feedback regarding the SmartSupport Services, please direct them to StarHub by calling us or sending us an email at: [SmartSupport@asurion.com](mailto:SmartSupport@asurion.com)
- 14.2 For provision of SmartSupport Services: SmartSupport Call Centre at 800 852 6030 (Toll Free) or +65 6822 2255 (Overseas).

## 15. DEFINITIONS

- 15.1 **2 IN 12 Entitlement** has the meaning given to it in clause 6.2.
- 15.2 **Accessory** means any mobile device accessory that comes in the box with a mobile device, including SIM and memory cards, chargers, ear buds, boxes, cases, cables and mounts. **Accessories** has the corresponding meaning.
- 15.3 **App Assist** is an application to help you to protect User Generated Data stored on your Eligible Device.
- 15.4 **Commencement Date** means the date on which you are registered as a SmartSupport Customer.
- 15.5 **Customer Information** has the meaning given to it in clause 12.1.
- 15.6 **Data Protection** has the meaning given to it in clause 1.1.2.
- 15.7 **Data Protection Functions** has the meaning given to it in clause 10.5.
- 15.8 **Device Swap & Replacement** has the meaning given to it in clause 1.1.1.
- 15.9 **Diagnostics** is an application that analyses the behavior and performance of the Eligible Device and which presents information that you can act on to improve the Eligible Device user experience.
- 15.10 **Eligible Device** has the meaning given to it in clause 7.1, the list of which devices is at [www.starhub.com](http://www.starhub.com) and which may be amended from time to time.
- 15.11 **Exchange** has the meaning given to it in clause 6.1.
- 15.12 **General Terms** has the meaning given to it in clause 13.1.
- 15.13 **IDA** means the Info-communication Development Authority of Singapore, its successors and assignees.
- 15.14 **IMEI** means the international mobile equipment identity number printed on your Eligible Device.
- 15.15 **Like Mobile Device** has the meaning given to it in clause 9.
- 15.16 **MDA** means the Media Development Authority of Singapore, its successors and assignees.
- 15.17 **Mobile Plan** means an agreement between StarHub and you for the provision of telecommunications goods (including under an instalment payment plan) and/or services and includes (without limitation) an agreement that continues on a month to month basis after the expiration of the minimum commitment period.
- 15.18 **Monthly Fees** means the applicable monthly charge for the applicable SmartSupport Services, which charges are detailed in your SmartSupport Agreement and as set out in clause 2.2 above and which charges may be updated from time to time. An up-to-date list of all charges and corresponding Tiers is set out at [www.starhub.com](http://www.starhub.com), as amended from time to time
- 15.19 **MTS** has the meaning given to it in clause 1.1.3.
- 15.20 **Network** means all networks owned, maintained or operated by, and/or leased/licensed to StarHub or any Sub-Contractor through which we provide SmartSupport Services to you.
- 15.21 **NRIC** means a national registration identity card of Singapore.
- 15.22 **Regulatory Authority** means the IDA or MDA.
- 15.23 **Replacement** refers to a situation where a replacement Like Mobile Device is given to you but where the original Eligible Device is no longer in your possession, power or custody and is not capable of being returned to StarHub.

- 15.24 **Replacement Fee** means the applicable charge for a Replacement. An up-to-date list of all charges and corresponding Tiers is set out at [www.starhub.com](http://www.starhub.com), as amended from time to time.
- 15.25 **Service Request** means a request to Swap or Replace your Eligible Device for a Like Mobile Device under the Device Swap & Replacement service.
- 15.26 **SIM** means subscriber identification module.
- 15.27 **SmartSupport Agreement** means the agreement between StarHub and you for the provision of SmartSupport Services in association with your Mobile Plan and related Eligible Device.
- 15.28 **SmartSupport Call Centre** means the call centre that is dedicated to SmartSupport Services and can be contacted by calling 800 852 6030 (Toll Free) or +65 6822 2255 (Overseas) daily, online at [www.starhub.com](http://www.starhub.com), when available, or by any other published means.
- 15.29 **SmartSupport Customer** means a retail customer who has an active and in force Mobile Plan and related SmartSupport Agreement with StarHub.
- 15.30 **SmartSupport Data Protection Application** means an application you can download into your Eligible Device if you subscribe to the SmartSupport Services and which offers features to protect your User Generated Data and daily user experience.
- 15.31 **SmartSupport Online Portal** means the website dedicated to SmartSupport Services, through which SmartSupport Customers can access certain SmartSupport Services, information and assistance, which website can be accessed at [www.starhub.com](http://www.starhub.com).
- 15.32 **SmartSupport Services** has the meaning given to it in clause 1.1.
- 15.33 **Software** has the meaning given to it in clause 11.8.
- 15.34 **StarHub** or **We** means StarHub Mobile Pte. Ltd.
- 15.35 **Sub-Contractors** has the meaning given to it in clause 12.1.
- 15.36 **Swap** refers to a situation where a Like Mobile Device is given to you and the original Eligible Device is returned to StarHub at the time the Like Mobile Device is given to you.
- 15.37 **Swap Fee** means the applicable charge for a Swap. An up-to-date list of all charges and corresponding Tiers is set out at [www.starhub.com](http://www.starhub.com), as amended from time to time.
- 15.38 **Term** has the meaning given to it in clause 3.1.
- 15.39 **Terms and Conditions** means these terms and conditions to the SmartSupport Services (September 2013).
- 15.40 **Tiers** means the tiering for each SmartSupport Customer based on the technical specifications of your Eligible Device, as set out in your SmartSupport Agreement and which is fixed for the term of your SmartSupport Agreement. StarHub may however introduce new devices to the respective Tiers from time to time in our sole and absolute discretion as set out at [www.starhub.com](http://www.starhub.com).
- 15.41 **Unauthorised Acts** means any tampering, modification, removal, destruction and/or damage of or to the Network, unauthorised connection to the Network, including without limitation, such connections that cause interruption, disruption, congestion in and to the Network or any third party's networks or systems, or use of the Network for a purpose other than that of the reception of SmartSupport Services according to the applicable terms and conditions governing the use of SmartSupport Services.
- 15.42 **User Generated Data** means your available contacts, your user generated photos and videos on your Eligible Device.

15.43 **You** or **your** means the SmartSupport Customer.