

## **STARHUB'S WEBSITE AND ONLINE SERVICES TERMS & CONDITIONS**

**PLEASE READ THESE TERMS CAREFULLY AS THEY MAY HAVE IMPORTANT CONSEQUENCES FOR YOU.**

### **ABOUT THESE TERMS & CONDITIONS**

These are StarHub's website and online Services terms and conditions for all users of our websites and online store ("**Website Terms & Conditions**").

#### **I. COPYRIGHT AND TRADEMARK NOTICES**

All copyrights, trademarks, tradenames, logos, service marks and other intellectual property or proprietary rights in the Content on our websites or which may be accessed through our online Services are the property of StarHub, our Affiliates and/or third party licensors, unless otherwise expressly stated by us. You may view and use this Content for personal and non-commercial purposes only.

Unless we give our prior written consent:-

- I.1 you may not reproduce, distribute, transmit, publish, display, broadcast, store, adapt, license, alter, hyperlink or otherwise use this Content in any manner or by any means;
- I.2 you may not insert a hyperlink to our websites (or any part thereof) on any other website or "mirror" or frame any Content contained on our websites on any other server or website;
- I.3 no license or right is granted to you, and your access to our websites and/or use of our online Services, should not be construed as granting, by implication, estoppel or otherwise, any license or right to use the trademarks, tradenames, logos or service marks appearing on such websites; and
- I.4 you may not use any of the trademarks, tradenames, logos or service marks appearing on our websites as a hyperlink to any of our websites or any other website.

#### **2. LIABILITY**

This Clause sets out our obligations to you in granting you access to our websites and/or online Services.

- 2.1 While we strive to give a good online user experience, all Content contained in or accessed through our websites and/or online Services are provided on an "as is" and "as available" basis. You use them at your sole risk. To the fullest extent allowed by law, we do not give any warranties, either express or implied, in relation to such Services and Content.

- 2.2 Specifically, we do not warrant:-
- 2.2.1 the accuracy, reliability or quality of any Content obtained from our websites and/or through our online Services;
  - 2.2.2 that any defects in such Content will be corrected; and
  - 2.2.3 that such Content and access to them are error free and uninterrupted or available at all times.

### **3. CONTENT, PRODUCTS AND SERVICES**

This clause describes how you should use the Content, products and Services that you access through our websites.

- 3.1 When accessing our Content, products and Services, you agree that:-
- 3.1.1 all such Content, products or Services will be the sole responsibility of the person from which or whom it originated, and we do not endorse or guarantee its accuracy, reliability, integrity, legality or equality;
  - 3.1.2 neither we nor our Affiliates will be liable in any way for any third party Content, products or services which you may access, use or acquire via our websites and/or online Services;
  - 3.1.3 you are solely responsible for all Content, products or Services that you transmit or make available via our websites, online Services or on any website;
  - 3.1.4 neither we nor our Affiliates control any third party Content, products or Services which you may access, use or acquire through our websites and/or online Services. Further, neither we nor our Affiliates endorse, guarantee or assume any liability for the delivery, performance, accuracy, reliability, integrity, legality or quality of such Content, products or Services;
  - 3.1.5 by using our websites and/or online Services, you may be exposed to third party Content, products or services that may be defamatory, offensive, indecent, objectionable or illegal;
  - 3.1.6 we may, without notice to you, refuse, remove, modify or deny access to any Content, products or Services which you transmit or make available via our websites and/or online Services or on any website, including without limitation such Content, products or Services that may be or are alleged to be defamatory, offensive, indecent, objectionable or illegal or may have infringed any party's intellectual property rights. We shall not be responsible for determining the validity of any such allegations;

3.1.7 we may, without notice to you, deny access to or remove any third party Content, products or services that may be defamatory, offensive, indecent, objectionable or illegal or may have infringed any party's intellectual property rights; and

3.1.8 without prejudice to Clause 3.1.7 above, we may, without notice to you, refuse, remove, modify, deny access to, suspend or terminate any third party Content, products or Services which you may access, use or acquire via our websites and/or online Services,

and we will not be liable to you or any third party under this Clause 3.1.

3.2 Without prejudice to the above, our websites may include hyperlinks to websites which are owned or operated by third parties. Such third party websites are not under our control. We do not accept responsibility for the Content of or the consequences of accessing any such third party websites or any link contained in such websites. The hyperlinks found in our websites shall not be construed as an endorsement or verification of such third party websites or the Content found in these third party websites by us. You agree that your access to and/or use of such third party websites is at your sole risk and subject to the terms and conditions of access and/or use of such third party websites.

3.3 Except as set out in these Website Terms & Conditions, we expressly exclude all other liability we may have to you or any third party for any claims, damages, losses or expenses, including any direct, indirect, punitive, special, incidental or consequential damage, loss of profits or loss of opportunity, even if caused wilfully, recklessly or negligently.

#### **4. YOUR RESPONSIBILITIES**

This Clause describes your obligations to us if you wish us to provide access to our websites and online Services.

4.1 **In your use of our websites and online Services:** You must:-

4.1.1 be responsible for your use of our websites and online Services under your account(s) and for any Content disseminated through your account(s);

4.1.2 not use or allow any part of our websites or online Services to be used in an unlawful way or in a way that could give rise to civil or criminal liability. This would include:-

4.1.2.1 transmitting, posting, disseminating or soliciting any Content which may be misleading, defamatory, offensive, indecent, objectionable or illegal, or which may cause annoyance, harassment, irritation, inconvenience or anxiety to anyone, including junk/spam mail, solicitations, or distributing mail to any party who has not given permission to be included in the distribution. Junk/spam emails do not have to be sent from your account or our Network to violate these Website Terms & Conditions. Emails sent by or through a third party that advertises or directs traffic or links to your website is

considered to be sent by you. If someone alleges that you have breached any of these terms, we can require you to give evidence that you have not, including adducing evidence of a "Confirmed Opt-In" mailing list where applicable;

- 4.1.2.2 forging or issuing misleading message headers to mask the originator of the message or employing any other method to disguise or mislead anyone on the source or quantity of the emails transmitted;
- 4.1.2.3 posting, disseminating, transmitting, posting, soliciting or storing Content that is pornographic or contains malware such as computer viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programmes;
- 4.1.2.4 illegally, or without appropriate authority, accessing any part of the Services, the Network or any third party equipment, accounts, systems or networks to which you can connect through the Services (directly or indirectly), or doing anything as a precursor to such an attempt (including port, stealth, security or penetration scans or other illegitimate information gathering activity) on the servers or network of StarHub or other Service Providers;
- 4.1.2.5 disrupting or undermining the security of the networks and systems connected to the Services, or violating the rules and regulations of such networks. This can include failing to update software or accessing websites that are known to be vulnerable to malicious activity;
- 4.1.2.6 collecting and/or disseminating information about others or their email addresses without their consent;
- 4.1.2.7 violating anyone's rights, including their intellectual property and privacy rights, or anyone's uninterrupted use of the Services or any networks, for any fraudulent, illegal or improper purposes;
- 4.1.2.8 reselling or providing any part or component of the Services, whether for profit or not, to third parties without our prior written consent;
- 4.1.2.9 advertising, transmitting, facilitating or making any Content, product or service available that may breach these Website Terms & Conditions;
- 4.1.2.10 doing anything to generate excessive Network traffic beyond what is normal and reasonable, cause congestion to the Network, or cause any disruption, interference, interruption or degradation in the Network or our Services; and
- 4.1.2.11 doing anything, even if it is lawful, that we decide is harmful to our customers, operations, reputation, goodwill or customer relations.

You agree that these restrictions are reasonable and necessary for the operation, management and maintenance of the Network. However, if any of the restrictions are held by a court to be invalid for any reason, but would be valid or effective if any part of its wording were deleted, you agree that the restriction shall apply to you with such deletions or amendments made so that it is valid and effective at law.

**4.2 In your relationship with StarHub:** You must:-

- 4.2.1 provide accurate and complete information to us and inform us immediately of any changes to the information you gave us;
- 4.2.2 comply with all applicable laws, rules and regulations and any requirements or restrictions which we may impose on the use of our websites and online Services;
- 4.2.3 comply with all instructions, notices or directions issued by us; and
- 4.2.4 take all reasonable steps to prevent fraudulent, improper or illegal use of our websites and online Services.

**5. SECURE TRANSACTIONS**

5.1 **Secure Server:** You acknowledge that some Services offered on our websites are provided via a secure server. All orders placed and information provided by you are provided to us via the secure server software ("**SSL**"). The SSL encrypts all information provided by you before they are sent to us.

5.2 **Transactions:** By clicking on the "Submit", "I Accept" or similar buttons, you indicate your acceptance and confirmation of your order(s) and information provided to us and you shall be liable for any payment, if any, incurred by you arising out of such order(s) or information.

5.3 **Security:** Your secrecy and security are important. The following describes the actions you must take to protect the security of the Services:-

- 5.3.1 please keep your login identification, passwords, PINs and other private information confidential. You are solely responsible for all activities that occur under your accounts, even without your consent or knowledge. If you use any login identification, password or PIN that StarHub deems to be insecure, that would be a breach of these Website Terms & Conditions;
- 5.3.2 we may refuse, change or remove login identification, password(s) or PINs which we deem inappropriate or offensive;
- 5.3.3 you must take immediate action to remedy the situation if you discover or suspect that there has been any unauthorised use of your login identification, password(s) and/or PIN or that your account security has been compromised, including by immediately informing us and changing your password(s) and/or PIN;

5.3.4 you should change your password(s), PIN or any other security identification regularly for your security; and

5.3.5 we are not responsible for the security of your account, and any equipment, network and systems you use to access the Services. We do not guarantee the security of any transmission you make.

## **6. PRIVACY POLICY**

6.1 You confirm that you have read and agree with our Data Protection Policy. Our Data Protection Policy can be accessed at our website.

6.2 We will not intentionally monitor any electronic messages sent or received by you unless required to do so by law, governmental authority or with your consent. We may, however, monitor our Services electronically to determine that our Services and Network are operating satisfactorily. We will not intentionally disclose your online communications or activities, except to comply with a court order or applicable laws, or where necessary to protect us and others from harm, or for the proper operation of our Services and Network.

## **7. ADDRESSING BREACHES**

7.1 We may without notice to you, restrict, suspend or terminate your account or your access to our websites and/or the online Services.

7.2 We will determine, on a case-by-case basis, the steps which are necessary to address any breach of these Website Terms & Conditions. Such steps include investigating any suspected or alleged breach of these Website Terms & Conditions, including obtaining information from you, any complainant and the examination of Content on our server. Nothing contained in these Website Terms & Conditions shall be construed to limit our actions or remedies in any matter and we reserve at all times all rights and remedies available to us at law.

## **8. INDEMNITY**

You must indemnify us, including our employees, directors and agents, in full against all claims, damages, losses, liabilities, claims, costs, expenses, demands and actions resulting from your use of the Services, your negligence, omission, act or breach of these Website Terms & Conditions.

## **9. LIMITATION OF LIABILITY AND WAIVER**

9.1 Except as set out in these Website Terms & Conditions, we expressly exclude all other liability we may have to you, including all liability in contract, tort, negligence, misrepresentation, strict

liability or statute. This exclusion applies for our benefit and that of other Service Providers whose networks are connected to each other or to the Network, all companies, directly or indirectly owned, wholly or partly owned or controlled by us or any of these parties, and all their officers, employees, contractors and agents or anyone else to whom we or these parties are responsible ("**the Relevant Parties**") and whether it relates to anything caused by or resulting from anything any of the Relevant Parties does or omits to do or delays in doing (even if done, omitted or delayed wilfully, recklessly or negligently), whether or not it is contemplated or authorised by any agreement you have with us.

9.2 Under no circumstances will we or any of the Relevant Parties be liable for any:-

9.2.1 special, incidental, indirect, consequential or punitive damages, losses, costs or expenses; or

9.2.2 lost profits, revenue, business or anticipated savings, loss data, loss of Content or loss of use,

even if such damages, losses, costs or expenses were caused wilfully, recklessly or negligently.

9.3 We and the Relevant Parties shall not be liable for any damages, losses, costs or expenses of any nature suffered by you or any third party resulting in whole or in part from the exercise of our rights under these Website Terms & Conditions. By accessing our websites and using our online Services, you agree to waive and hold us and the Service Providers harmless from any claims relating to any action taken by us, including the conduct of an investigation, issuance of a warning, refusal, removal, modification or denial of access to Content, suspending or terminating the Services, or other appropriate action in relation to any suspected or alleged breach of these Website Terms & Conditions.

## 10. **APPLICABLE LAWS**

These Website Terms & Conditions are governed by and construed in accordance with Singapore laws and you agree to irrevocably submit to the non-exclusive jurisdiction of the Singapore courts for any legal proceedings relating to these Website Terms & Conditions.

## 11. **OTHER LEGAL MATTERS**

### 11.1 **No waiver**

If we do not, or if we delay, the exercise or enforcement of any of our rights under these Website Terms & Conditions, we will not be considered to have waived our rights, and our right to fully exercise and enforce all our rights under these Website Terms & Conditions will not be affected.

### 11.2 **StarHub's Terms & Conditions**

Your use of our websites and online Services is also subject to our General Terms & Conditions and such other terms and conditions as may be agreed or accepted by you (collectively, "**Terms & Conditions**"). They can be accessed at our website.

If there is any conflict or inconsistency between any of Terms & Conditions and these Website Terms & Conditions, such conflict or inconsistency will be resolved in our favour. However, if such conflict or inconsistency cannot be so resolved, our Terms & Conditions will prevail over these Website Terms & Conditions.

### 11.3 **Changes to these Website Terms & Conditions**

We may from time to time change any of these Website Terms & Conditions. We will try, where we reasonably can, to give you advance notice of such changes, and we will notify you of such changes in writing or via our website, or such other form as we may decide. The display of the revised Website Terms & Conditions on our website will constitute notice of the changes. If you continue to use StarHub's websites and/or online Services, you will be taken to have accepted the changes.

### 11.4 **Your Intellectual Property Rights**

We respect the intellectual property rights and privacy of others. If you believe that that your intellectual property rights have been violated or you have any queries regarding these Website Terms & Conditions, please write to us at:-

**StarHub Ltd**  
(Reg. No. 199802208C)  
67 Ubi Avenue 1  
#05-01 StarHub Green  
Singapore 408942  
Attn: The Legal Department

### 11.5 **Meanings**

- "Affiliate"** : any related or associate company of StarHub Ltd including their successors, assigns, employees and agents.
- "Content"** : all information, text, sound, music, Software, photographs, videos, graphics, data, messages, links or other materials.
- "Equipment"** : any equipment which we may provide, sell, lease or rent to you, maintain for you or which is otherwise needed for the provision of the Services.
- "Network"** : all networks owned, maintained or operated by, and/or leased/licensed to us through which we provide the Services to you.
- "PIN"** : personal identification number.



- "Services"** : any info-communications Services, any other Services (including, where appropriate, the cabling, construction and connection service in order that you may access the Services), products or applications which we provide to you including any value-added features.
- "Service Provider"** : any third party service provider involved in providing StarHub's website, online Services or other Services to you, including without limitation any network operator or telecommunication service provider.
- "Software"** : any software programmes provided to you as part of or through the Equipment or Services, or which allow you to access or use the Services, including any software upgrades or updates.
- "us" or "we" or "our"** : StarHub Ltd or any of its Affiliates and includes their successors, assigns, employees and agents.
- "you" or "your"** : the person who uses or intends to use the Services (including his, her or its successors and permitted assigns) and anyone appearing to us to be acting with that person's authority or permission.

Any decision to be made by us or actions that we may take under these Website Terms & Conditions may be made at our sole discretion.