

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS
BUSINESS BROADBAND

These are our Service Specific Terms & Conditions for our Business Broadband Services ("Services"), and together with any other terms and conditions that you and we have agreed or accepted from time to time, they form the Agreement between you and StarHub.

1. How you may be eligible for the Services

1.1 In order to subscribe to the Services, you must:

1.1.1 be a business or corporate entity;

1.1.2 not have, at the time of application of the Services, any outstanding accounts with us that are due and owing to us; and

1.1.3 have a service or installation address to which the Services will be provided in Singapore. If your service or installation address is a residential address, you are required to furnish at least 2 of the following documents to us as proof of eligibility for subscription:

1.1.3.1 telecommunications/internet bill;

1.1.3.2 service and conservancy bill from town council;

1.1.3.3 utilities bill from Singapore Power (or other power utilities provider);

1.1.3.4 cable TV bill;

1.1.3.5 tenancy agreement;

1.1.3.6 a recent copy of the business profile information of your company issued by the Accounting and Corporate Regulatory Authority that indicates your address.

1.2 We will provide the Services to the Service Address as stated in the application form or such other Premises as may be agreed by us from time to time. If you wish to change the Service Address, you must notify us promptly and such change is subject to our written approval.

1.3 You must, at all times, provide us with such information as may be necessary or desirable for us to provide you with the Services.

1.4 We may choose not to accept your application at our discretion.

2. Providing the Services

2.1 In addition to paragraph 1.4 above, we reserve the right not to accept or proceed with your application if:

2.1.1 the application form submitted by you is not duly completed and signed;

2.1.2 you fail to provide us with the information as required under paragraph 1.3 above;

2.1.3 we determine that we are unable to provide the Services due to any of the reasons as stated in paragraph 5.5 below; or

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2.1.4 we discover that (i) you have failed to provide any facility or resource as we may request; or (ii) have not provided them under the operating conditions and specifications stipulated by us

for the proper performance of the Services or for the installation, operation and maintenance of the Services and the Equipment.

2.2 When we accept your application form for the Services, we will notify you of the commencement date for the provision of the Services and this date will be known as the ready for service ("**RFS**") date. The RFS date will be specified in our application form. We will use our commercially reasonable endeavours to meet the RFS date and shall not be liable if the RFS date is not met due to events outside our control, including any third party's act and/or omission. We reserve the right to change the RFS date without liability.

2.3 If we are unable to provide the Services by the RFS date, then you must either:

2.3.1 cancel that part of the Services which we are unable to provide by the RFS date, without being liable to pay any cancellation Charges; or

2.3.2 accept that part of the Services which we are ready to provide, and pay for the same at our prevailing rate(s).

This shall be your sole and exclusive remedy and you shall have no claim against us for our failure to provide the Services by the RFS date. We have no further liability to provide the Services by the RFS date.

2.4 If you request to defer the provision of the Services to a date after the RFS date we originally agreed to, you will be liable to pay a reservation fee at our prevailing rate(s). Additionally, where the Services are connected through NGN, your request for deferment shall be deemed an early termination of the Services and you shall be liable to pay us the Early Termination Charges and Third Party Charges.

2.5 If you cancel your application for the Services after the RFS date, your cancellation shall be deemed an early termination of the Services and you shall pay us the Early Termination Charges and where the Services are connected through NGN, you shall in addition pay us all Third Party Charges.

2.6 If you cancel your application for the Services before the RFS date, you shall pay us our prevailing cancellation Charges, which shall be 100% of our prevailing one-time installation Charges of the Services ("**Installation Charges**"), regardless of whether or not such Installation Charges were waived or discounted, in which case, the standard installation Charges shall be imposed. In addition, where the Services are connected through NGN, if you cancel your application for the Services before the RFS date, your cancellation shall be deemed an early termination of the Services and you shall pay us the Early Termination Charges and Third Party Charges.

2.7 If you request a change of the circuit terminating point and this results in a change of original serving distribution point ("**DP**") or serving node, that request will constitute a cancellation of your application for the Services, and you shall pay the Installation Charges. In addition, where the Services are connected through NGN, this shall be deemed an early termination of the Services and you shall pay us the Early Termination Charges and Third Party Charges.

2.8 If your request for a change of the circuit terminating point results in re-wiring of any completed wiring work from the original serving DP or serving node, you will be liable to pay our prevailing Charges for the rewiring.

2.9 If the Service Address is at a location where we do not have the resources to support the provision of such Services to that location ("**Remote Location**"), the following terms will apply:

- 2.9.1 You must inform us to proceed with a survey of the Remote Location to enable us to evaluate the feasibility of activating the Services to the Remote Location and you must pay our prevailing Charges for the site survey ("**Site Survey Fee**").
- 2.9.2 We may accept or reject any application for the Services to a Remote Location without giving reasons. We may consider these criteria in our determination:
- 2.9.2.1 the Remote Location has previously been assessed by us as not being a feasible site for installation or operation of the Services; and/or
 - 2.9.2.2 you have been given quotes for several Service requests, but have not asked us to proceed to install the Services arising from such quotes.
- 2.9.3 You will secure for our personnel or our authorised representatives all Remote Location access and usage rights required for us to carry out the survey and the provisioning of the Services.
- 2.9.4 If, after conducting a site survey, we determine (in our absolute discretion) that it is feasible to install and operate the Services at the Remote Location, then we will inform you of:
- 2.9.4.1 the additional costs ("**One-Time Customisation Charges**"), if any, that would be incurred in installing and providing the Services to the Remote Location;
 - 2.9.4.2 an estimated time frame required for the installation of the Services to the Remote Location; and
 - 2.9.4.3 the monthly recurring Charges for the Services at the Remote Location.
- (together, the "**Quote for the Remote Location Service**").
- 2.9.5 You must either accept or decline the Quote for the Remote Location Service within the quote's validity period.
- 2.9.5.1 If you accept the Quote for the Remote Location Service, the Site Survey Fee will be credited to you against the Charges payable by you for the Services.
 - 2.9.5.2 If you do not accept the Quote for the Remote Location Service, you must inform us and your application for the Services will be considered null and void. For the avoidance of doubt, in this instance, you will remain liable for, and not be entitled to any refund of, the Site Survey Fee.
- 2.9.6 You agree that no right, title or proprietary interest in the resources to or at the Remote Location (for example, equipment, fibres or ducts built) will be vested in you. If you cancel the Services at the Remote Location after accepting the Quote for the Remote Location Service and we have proceeded with the provisioning of the Services to the Remote Location, we reserve the right to recover all associated resources to or at the Remote Location with no rebate on the One-Time Customisation Charges. Further, this will be deemed an early termination of the Services and you will be liable to pay the Installation Charge, Early Termination Charges and Third Party Charges.
- 2.9.7 We will not be liable in any way to you for any loss, damage or liability incurred or sustained by you which is caused by or arising as a result of:
- 2.9.7.1 the rejection of any application for the Services; and/or
 - 2.9.7.2 our determination that the Remote Location is not feasible for installation or operation of the Service.

- 2.10 We are responsible for providing the network connection up to the wireless router provided by us. We will provide up to 5m of wiring between the distribution point ("DP"), termination point ("TP") or patch panel, the optical network point ("ONT") or media converter ("MC"), and a wireless router. (For ease of communication, TP also refers to MC for orders fulfilled by StarHub Fibre in the application form). The devices should be within reach of an electrical power source to be provided by you. The point of demarcation for our responsibility is up to the router (if the router is provided by us) or the point just before the cable physically connects to router (if the router is provided by you.) Where facilities and/or resources are provided by you, we will not be responsible for any fault or issue that occurs arising from such facilities and/or resources. During Service activation, we will test the connectivity and show to you that the connectivity is active before handing over.
- 2.11 If you require more than 5m of wiring with or without casing from the DP or TP, our field engineer ("FE") or appointed contractor will note your requirement during their site survey. We will then advise you of the Charges for the additional wiring. If you accept our quote, the wiring works will be carried out after the TP installation and prior to Service activation.
- 2.12 Our business hours are from 9am to 6pm, Mondays-Fridays (excluding Saturdays, Sundays and public holidays). You may request for installation or relocation works to be carried out outside our business hours. In such a case, we shall impose an additional one-time Charge of S\$272.50 (with 9% GST) per order/circuit. This Charge will still be imposed if you cancel or postpone an appointment less than 2 hours from the appointment time, or you fail to be present at the appointment time for our FE or contractors to carry out the necessary works.
- 2.13 You are discouraged from postponing or delaying our site survey and/or proceeding with the cable/ fibre installation once your order has been accepted by us. We reserve the right to cancel the order after 30 calendar days if you do not respond, keep delaying or postponing our fulfilment duties, and impose prevailing Cancellation Charges on you. You are therefore advised not to submit an order if the installation site is not ready or if you (including your representative(s)) are not going to be available for us to engage you for the fulfilment works within the 30 working days after your order has been accepted by us.
- 2.14 We will not accept any change to the unit number after your order has been accepted and submitted for fulfilment works. We will treat any request to change the unit number as an order cancellation and prevailing Cancellation Charges shall apply.

3. Minimum Period of Service

- 3.1 The initial Minimum Period of Service for the Services is 24 continuous months per line/connection if the Services are connected through NGN, from the commencement date as determined in accordance with paragraph 4.1 below. If the Services are connected through other means, the Minimum Period of Service is 18 continuous months (or such other continuous period as may be stated in the application form and agreed by us in writing) per line/connection, from the commencement date as determined in accordance with paragraph 4.1 below. Upon the expiry of the initial Minimum Period of Service, the Service will be renewed automatically on a monthly basis unless either party gives the other party at least 90 days' written notice of termination prior to the expiry of the then current period.
- 3.2 In computing whether or not you have fulfilled the Minimum Period of Service, any period for which the Services suspended or ceased will not be counted. If the Services are suspended or ceased and subsequently reactivated, the Minimum Period of Service will be automatically extended by such period of suspension or cessation.
- 3.3 If we agree to any changes to the Services as requested by you (including any upgrade of the Services) or the renewal of the Services, we are entitled to require the Minimum Period of Service to be recommenced from the date the Services are changed or renewed.

4. Duration of Services

4.1 The Services under this Agreement will commence on the RFS date as notified by us to you in accordance with paragraph 2.2 above.

4.2 This Agreement will continue until terminated according to the provisions of this Agreement.

5. Scope of the Services

5.1 We will provide the Services to you according to the particulars set out in the application form. We shall not be responsible if any of the particulars provided by you in the application form is incorrect, false and/or incomplete.

5.2 You may request us to change, from time to time, the Service particulars set out in the application form, subject to our written agreement and your payment of the prevailing administrative fee chargeable by us. If there is such change, the subscription Charges payable and the Service particulars will be amended accordingly. For the avoidance of doubt, you will continue to be liable for the payment of such revised subscription Charges pursuant to paragraph 12.1 below.

5.3 Except for the Equipment, you are solely responsible for providing all other equipment, hardware, software, telecommunications services and power supply necessary to connect to and use the Services.

5.4 In addition, you acknowledge and agree that unless we otherwise agree in writing, we are not responsible for providing any support, whether technical or otherwise, to any of your networks which are connected to or used in conjunction with the Services.

5.5 You acknowledge and agree that availability of the Services is subject to:

5.5.1 availability of resources, including network availability and our area of coverage at the time at which the Services are requested or delivered;

5.5.2 geographic and technical capacity of our Network and of our delivery systems at the time at which the Services are requested or delivered; and

5.5.3 provisioning time for the Services and/or the Equipment. Such provisioning time will be determined or changed by us in our discretion without liability to you.

6. System Requirements and Using the Services

6.1 Unless:

6.1.1 we agree in writing; or

6.1.2 you have subscribed to the multi-users packages,

you will not permit the Services to be accessed or utilised simultaneously by more than one user or by any one or more users in a network environment. We will, in our discretion, determine whether any arrangement, configuration or usage of the Services constitutes use within a network environment.

6.2 You are responsible for ensuring your applications, equipment (including your computer(s) but excluding the Equipment which we provide to you in connection with the Services), hardware, software and networks meet the minimum system requirements of the Services as we may determine from time to time, and that they are compatible and may properly function and inter-operate with the Equipment and the Services. We will not be liable for any Equipment, Service or network failure or performance issues resulting from non-compliance with such requirements. You acknowledge and accept that certain equipment, hardware, software and network are not supported by the Services.

- 6.3 For multi-user packages, the maximum number of terminals that may be connected to the Services at any one time is fifteen, unless we inform you otherwise. We will not be liable for any Service failure resulting from the non-compliance of such requirements.
- 6.4 You must ensure that all applications, equipment (other than the Equipment which we provide to you in connection with the Services), hardware, software or networks connected to or used with the Services or the Equipment are connected and used in accordance with:
- 6.4.1 all applicable instructions, safety and security procedures applicable to the use of such applications (or as the case may be, equipment, hardware, software or networks); and
 - 6.4.2 all instructions, notices and directions as we may determine from time to time.
- 6.5 The Services or the Equipment may not be compatible with certain applications, equipment (other than the Equipment), hardware, software or networks. In addition, the Services may not be used in conjunction with the following systems: PABX, hunting lines, ISDN, key telephone systems and auxiliary lines. We will not be responsible for any failure, disruption or interference in the Services or such applications, equipment, hardware, software or networks which may arise from your use of the Services or the Equipment in conjunction with such applications, equipment, hardware, software or networks.
- 6.6 The Services must not be used to route any private IP addresses unless the Services are connected directly to a CPE on your Premises. Only public registered IP addresses will be routed if the Services are connected to any other Service Provider's network.
- 6.7 We may, at any time and without any notice to you, temporarily suspend the Services for operational reasons such as repair, maintenance, upgrade or improvement of the Services or because of an emergency. We will restore the Services as soon as reasonably practicable. We may also modify the Services in order to keep pace with the prevailing demands and technological developments, at our discretion and without any notice to you. We will not be liable to you or any third party under this paragraph 6.7.

7. Transfer Speed

- 7.1 You acknowledge and accept that as with any network, actual data transfer speed experienced by you when using the Services is affected by many factors, which factors are outside our scope of responsibility, including:
- 7.1.1 overall network traffic condition;
 - 7.1.2 performance and configuration of your computer or equipment (including any wireless devices) connected to the Network;
 - 7.1.3 type of data accessed, whether non-cached or cached data;
 - 7.1.4 location and configuration of the accessed server;
 - 7.1.5 performance characteristics of each component of the data network, the number of users and the extent of all users' compliance with such conditions and requirements as may be determined by us;
 - 7.1.6 the performance characteristics and location of any wireless devices used to receive the Services, including distance, physical environment such as walls, pillars, tunnels, walk ways, reflective surfaces, compatibility of Wi-Fi standards between devices, encryption standards, interference of other electronic devices and/or congested wireless channels;
 - 7.1.7 copper loop distance, quality and any external copper noise interference;
 - 7.1.8 type of equipment, routers, and/or modem used; and

7.1.9 any applications, equipment (other than the Equipment which we may provide to you in connection with the Services), hardware, software or networks used by you.

7.2 You further acknowledge that we do not warrant or give any guarantee on data transfer speed or any other aspect of the Services. We expressly exclude all warranties, whether express or implied by law, regarding the use of the Services (including without limitation the accessibility, reliability or accuracy of the Services) and the performance and/or condition of the Network.

8. User Codes and Use of Internet Resources

8.1 For certain packages, we may assign a User Code and PIN to you to allow you access to the Services.

8.2 We will have the right to withdraw the User Code and/or PIN and assign a new User Code and/or PIN to you at no extra charge if we have reason to believe the User Code and/or PIN has been discovered

and/or used by another person without knowledge, consent, permission, expressed or implied, of you, your servants, employees or agents or otherwise as we deem necessary in our opinion.

8.3 We will have the right to withdraw the User Code and/or PIN from you:

8.3.1 if this Agreement is terminated; or

8.3.2 where in our opinion you do not comply with your obligations under this Agreement.

8.4 As Content transmitted through the internet in general is not confidential, we cannot and will not guarantee your privacy or protection. It is your sole responsibility to take all such measures as may be necessary (including changing your PIN from time to time) to protect the secrecy of your User Code and/or PIN. You will keep the User Code and PIN confidential and will not reveal or disclose the User Code and/or PIN to any person except to your authorised user(s). You will fully indemnify us against all actions, proceedings, damages, costs, claims, demands or expenses which may be sustained or suffered by us arising out of or in connection with your use of the Services. This obligation set out in this paragraph 8.4 will survive the termination of this Agreement.

8.5 If we provide you with a password to access a CPE which is provided by us to you:

8.5.1 you will be solely responsible for the management of the CPE. We will only be responsible up to the point just before the direct exchange line ("DEL") / cable physically connects to the CPE;

8.5.2 you must pay us our prevailing on-site support Charges when we provide you with any on-site support for the CPE (including CPE configuration). The provision of on-site support will be subject to available resources; and

8.5.3 if there is a hardware failure of the CPE, we do not guarantee that the replacement CPE will be of the same or similar model.

9. Equipment

9.1 Any equipment that is not supplied by us will not be supported by us.

9.2 Equipment will be leased to you, and ownership of the Equipment remains with us at all times. We reserve the right to update, change, remove or replace the Equipment (whether in part or in whole) at any time.

9.3 The provision of the Equipment shall be subject to stock availability. In the event that stock is not available, we will provide you with an alternative or recycled model.

9.4 You acknowledge and agree that we are not the manufacturer of the Equipment and that we shall not be responsible for any Equipment defects or any loss or damage arising out of such defects.

- 9.5 You will bear all risks of loss or theft, or damage to the Equipment from the time you receive the Equipment. You will be solely responsible for the use and performance of the Equipment. We will not be responsible for the performance (including trouble-shooting) of the Equipment or any related hardware or Software comprised therein, or any loss or damage caused by us or as a result of the use of such Equipment, hardware or Software, whether in conjunction with the Services or not.
- 9.6 You must keep the Equipment in a suitable place and appropriate conditions for the Equipment, including any necessary electrical power supply. You must also use the Equipment in accordance with the guidelines, instructions or specifications given to you.
- 9.7 If you receive any new Equipment from us and the Equipment includes a warranty at the time of receipt, you must refer to the warranty document provided with the Equipment for information on the limitation and disclaimer of certain warranties. Remedies for breach of any warranties will be limited to those expressly set out in the warranty document. Your sole and exclusive remedy for any defect in the Equipment will be according to the terms of the manufacturer's warranty only, and you have no claim against us for any defects.
- 9.8 We reserve the right to charge you at our standard rates for responding to a service call or request to change, replace or reconfigure any defective Equipment supplied by us. We may not charge you if we subsequently determine that the malfunction or defect is not caused by or attributable to your act, omission, equipment and/or systems.
- 9.9 We will use our commercially reasonable endeavours to assist you in troubleshooting the Equipment supplied by us but will not be responsible if we fail to troubleshoot or resolve the fault.
- 9.10 You must comply with all applicable laws and instructions, notices or directions issued by the relevant regulatory authorities or us from time to time regarding the installation, use, operation and/or upgrade of the Equipment.
- 9.11 Once we notify you, you must grant us access to the Equipment and the software embedded therein as and when we deem necessary or desirable to carry out any Equipment upgrade.
- 9.12 You must not use the Equipment in conjunction with any application, equipment, hardware, software or network other than in the manner that we approve.
- 9.13 You are solely responsible for the Equipment and must not modify or in any way interfere with it, nor allow anyone else (other than a person authorised by us) to do so. You will not change the electronic serial number or equipment identifier of the Equipment or perform a factory reset of the Equipment without our prior written consent. We reserve the right to suspend or terminate your Services if we determine that you have tampered with the Equipment.
- 9.14 You will be solely responsible for the Content and data retrieved, stored or transmitted through the Services and/or the Equipment.

10. Your Responsibilities

- 10.1 You are responsible for the use of the Services under your account(s) and for any Content disseminated through your account(s).
- 10.2 You must not use or allow any part of the Services to be used:
- 10.2.1 to transmit or post any Content which may be defamatory, offensive, indecent, objectionable or illegal, or which may cause annoyance, harassment, irritation, inconvenience or anxiety to anyone. This includes transmitting or posting junk mail, spam, chain letters, solicitations (commercial or non-commercial) or distributing mail to any party who has not given permission to be included in the distribution;

- 10.2.2 to transmit or post any Content which may give rise to civil liability or otherwise violate any applicable laws, rules or regulations;
- 10.2.3 to transmit any Content that contains viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programs;
- 10.2.4 to make or attempt any unauthorised access to any part or component of the Services, the Network or any third party systems or networks to which you can connect through the Services directly or otherwise;
- 10.2.5 to disrupt the various networks that are connected to the Services or violate the regulations, policies or procedures of such networks;
- 10.2.6 to collect and/or disseminate information about others or their email addresses without their consent;
- 10.2.7 for any fraudulent, illegal or improper purposes or to violate anybody's rights or in any way which may affect other users' enjoyment of or access to any Service or cause annoyance, harassment, irritation, inconvenience or anxiety to anyone;
- 10.2.8 in any manner or for any purpose which may constitute a violation or infringement of the rights of any party including their intellectual property or confidentiality rights; and
- 10.2.9 to be resold or otherwise provided to third parties without our prior written consent, whether for profit or not.

11. Technical Support

11.1 We provide 24x7 technical service support. Where necessary, we may dispatch a FE on-site to troubleshoot the issue as soon as we can. The provision of on-site support is subject to resource availability. However, you will need to pay our prevailing on-site support charges (refer to FE On-site Charges) and for any repair works (charges subject to extent of repair works) if we established that the cause of the fault does not lie with us, our network or the hardware supplied by us. For clarity, you are responsible for any fault caused by damages to the cable/fibre, the trunking, the TP or hardware we provided within your premises. "**Your premises**" shall be the unit(s) or level you rent or own beyond the common/shared areas. If you rent or own the entire building or shop house, "**your premises**" shall be from beyond the MDF room or FDP in the building or shop house.

12. Paying for the Services

- 12.1 You are liable to pay a recurring subscription Charge for the Services at the prevailing prescribed rate(s). You will be billed in advance for the subscription Charge at monthly intervals or such intervals as we may decide.
- 12.2 Billing and payment disputes that may be raised by you will be treated in accordance with our Business General Terms & Conditions.

13. General Charges:

13.1 The following general Charges may be levied against you:

Description	Charges
Order Cancellation Charges (before Service is activated)	For ADSL: S\$545.00 For Fibre: S\$1,308.00

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Relocation Charges	For ADSL: S\$163.50 For Fibre: Up to S\$872.00 with recontract and up to S\$1,199 without recontract.
Field Engineer (FE) On-site Charges for Installation or Relocation Works After Business Hours	After business hours On-site Charges: S\$272.50 per order/ circuit. Charges are still payable for cancellation or postponement if FE has been dispatched (2 hours before appointment time) or FE has arrived on site.
Field Engineer (FE) On-site General Charges	S\$54.50 for transportation (per trip) S\$130.80 per hour for on-site Charge rate. Minimum Charge time is 1 hour per trip. Incremental unit is 1/2 hour or part thereof. S\$109.00 for cancellation Charge/postponement if FE has been dispatched (2 hours before appointment time) or FE has arrived on site. Business Hours: Mon- Fri, 8am to 5.30pm (excluding public holidays).
Description	Charges
	For work after business hours, there on-site Charge rate is S\$196.20 per hour
Transfer of Ownership or Account Charges	S\$54.50 per Service transfer. No Charges for merging of accounts under the same entity.
Replacement of Lost or Damaged Hardware (TP/ ONT/ router) Charges	S\$163.50 + hardware Charges. You may enquire the cost of the hardware from your AM.
Resumption Charges (from the date of suspension)	S\$109.00 for 1 st 90 calendar days of suspension or part thereof. S\$109.00 for each subsequent 30 calendar days of suspension or part thereof.

13.2 All above Charges are inclusive of 9% GST. We reserve the right to add, remove or change any of the Charges from time to time without prior notice. Please procure written confirmation from us on the Charges that apply to you.

14. Installation, Relocation and Additional Charges

14.1 You will provide us, our employees and contractors safe access to your Premises to perform this Agreement (including the installation or collection of the Equipment). You represent and warrant that you are the lawful owner or occupier of such Premises and that you have obtained all necessary consents, licences and permits to allow us, our employees and contractors such access.

14.2 During the service call for installation, we are not obliged to provide any services apart from installation of the Services and/or the Equipment in a properly licensed computer environment, and you will not hold us liable for any loss (including loss of data, business or profits), damage or system failure arising thereof. You will ensure and be solely responsible for obtaining all requisite licences and consents for your computer system, including any and all software used therein.

14.3 You are solely responsible for any Service failure due to changes you have requested to the system configurations requested by you. You will bear any Charges for rectifying such failure caused by you or any third parties.

14.4 Standard line installation will be provided by us up to 50m from the DP only. Any additional costs resulted from the line installation of more than 50m from the DP will be borne by you.

14.5 You must, if applicable, provide all internal wiring and sockets within the Service Address according to the relevant regulatory authorities and our specifications and guidelines required for the purposes of the installation of the Services. Where we are requested to provide any such internal wiring or sockets, you must pay us the prevailing Charges imposed by us.

14.6 If we are of the opinion that the installation of the Services at the Service Address would result in or cause:

14.6.1 any risk of injury to any person;

14.6.2 the use of equipment which is not commonly used in the installation of the Services;

14.6.3 the relocation of any structure, fixture or fitting at the Service Address;

14.6.4 costs, expenses or manpower resources which exceed the amount usually required on our part to install the Services; or

14.6.5 us to provide any services which are not usual or outside the scope of our standard installation services,

we may choose not to install the Services or impose such additional conditions (including the provision of equipment, the payment of any Charges or reimbursement of expenses by you) as we may deem appropriate and defer the installation and provision of the Services to you until all such conditions have been fulfilled.

14.7 Where you are or your contractor is installing any part of the wiring or cabling required for the provision of the Services, you will ensure that the proper installation of such cables or wiring is completed before the scheduled RFS date. You will ensure that such cable is labelled at both ends to clearly demarcate it as belonging to and under your care.

14.8 You will be responsible for the care and maintenance of all our Equipment at your premises.

14.9 If you report a fault and if no fault is found or we determine that the fault is not due to our Network or Equipment or installation, then you must (if we require):

14.9.1 pay us a fee for the fault report at our prevailing rate; and

14.9.2 reimburse us for all other costs (including labour and transport charges) incurred by us for attending to your request.

14.10 Any request for relocation of the Services is subject to paragraph 5.5 above and to our absolute discretion. If we relocate any Services, you must pay us our prevailing Charges for the relocation.

15. Relocation

15.1 You may relocate your Service (i) within your premise; (ii) to a new premise within the building; or (iii) to a new premise at another site, subject to the general provisioning lead-time. Once the Service has been provisioned at the new site, your existing contract would be transferred to the new line and relocation charges apply (refer to Relocation Charges). Please contact our Business Helpdesk for relocation.

- 15.2 For Hot Relocation, a new circuit will be set up at the new premise and the existing circuit at your old premise will be deactivated when the ONT & router are installed at the new premise. Nucleus Connect and NLT provide for a 3-day grace period between the completion of the new circuit and the deactivation of the old circuit. We need you to facilitate our FEs to install the ONT and router within this period.
- 15.3 For Parallel Relocation, a new circuit will be set up at the new premise. The existing circuit at your old premise will remain active until you inform us to terminate it. There is a one-time additional premium Charge of S\$218.00 (with 9% GST) if your existing circuit is less than 12 months from the contract start date. You are liable to the overlapping Service Charges during the period when both circuits are active. You will need to instruct us to terminate the Service at the old premise once you no longer require it. If your Service comes with static IP, you will not be able to use the old static IP address on the new circuit in the new premise; a new static IP address will be assigned for the new circuit.
- 15.4 In the event we are unable to provide the Services, Equipment and/or ancillary items at the new site during the Minimum Period of Service or if you decide to terminate the Services due to delay in provisioning, this shall constitute termination of the existing Services and ETC shall apply.

16. Bandwidth

- 16.1 The bandwidth you expect is 'up to' the subscribed bandwidth. Actual data transfer speeds are affected by various factors including overall network traffic, performance and configuration of your devices/ computers, type of data accessed, location and configuration of the accessed server and total number of users. We do not warrant or guarantee data transfer speed or any other aspect of the Services. To the fullest extent allowed by the law, we do not give any assurances, guarantees, or warranties, either express or implied, in relation to the use of the Services (including the accessibility, reliability or accuracy of the Service) and the performance and/or condition of the network. There is no service compensation for Business Broadband.

17. Concurrent Users

- 17.1 Our ADSL Service and Fibre Service can support up to 15 and 20 concurrent users respectively. The standard wireless router supplied by us provides Wi-Fi access. Wireless signals are sensitive to different types of interference unlike wired networks. Factors affecting wireless network connection include: physical objects such as walls; 2.4GHz frequency interference from cordless phones; microwave oven; other Wi-Fi router; shared Wi-Fi bandwidth among users; distance and location from Wi-Fi router; mixed network (802.11b/g/n) or compatibility issues with some devices/ laptops/ tablets due to the type of chipset used.

18. Connecting to 3rd Party Equipment (e.g. CCTV, network printer)

- 18.1 We are not able to support any 3rd party services which you connect to the router. You will need to engage your IT vendor to setup, maintain and troubleshoot any issues relating to the 3rd party equipment or services. We will not be able to assist in providing support to your 3rd party equipment or services or configuration on the router in relation to supporting your 3rd party equipment or services.
- 18.2 If there is router replacement (e.g. due to router fault or obsolesce), you should arrange for your 3rd party service provider to be present with our FE when he is on site to reconfigure the 3rd party services to connect to the new router to avoid any disruptions to your operations. We are not liable for any charges or damages as a result of the router replacement.

19. Promotional Packages

19.1 Promotion rates are applicable for a limited period of time only. Free premiums, if offered, will be sent to you after the Service is activated. At the end of the promotional term, the promotional Charges shall cease to apply and they will revert to prevailing rates (i.e. non-promotional rates). Early renewals will ensure that you get to enjoy the best prevailing promotional rates. Please contact your AM for renewal of your subscription contracts.

20. Downgrade of Service Package

20.1 A downgrade of Service Package constitutes a termination of existing Service contract and the commencement of a new Service Package. If you are still in a contract with us when you downgrade your Service Package, ETC for the existing Services will apply.

21. Upgrade of Service Package

21.1 You may upgrade your Service Package during your contract term according to your business needs. No ETC will apply for upgrades from ADSL to Fibre or from an existing ADSL/Fibre Package to a higher speed Package with an increase in the monthly charges. You may use a new application form for upgrades. There will be a change of Service ID ("SID") if you are switching from ADSL to Fibre. Your AM will advise on the charges of the new Service Package and any Service impact for the upgrade.

22. Hardware Bundle

22.1 We provide the rental of the TP & ONT, or MC, and a wireless router as part of the Services. You are required to provide the power supply and take care of the hardware in your premises according to the device user guides given to you. Replacement for loss or damage to the hardware is chargeable (refer to Replacement of Lost or Damaged Hardware Charges). You may contact our Technical Service Support Helpdesk for hardware related issues.

22.2 You have the option to manage the router yourself, provided you have not subscribed to our UTM Services. In such case, please request for the router password to be released to you by checking 'Customer' in the "Who is managing the Router Password?" section of the application form. Our FE will provide you the password during installation. If you have subscribed to our UTM Services, we will not be able to release the password management to you.

22.3 You can also choose not to use the StarHub-issued router. In this case, we will not be able to configure your router or provide support for any issue relating to it. You will be solely responsible for the management of the router.

23. For ADSL

23.1 The estimated provisioning lead-time is 14 working days after StarHub has accepted the application. Under exceptional case in relation to telephone line location, condition or coverage, the processing time may take about 1 month or longer for the service to be activated.

23.2 For ADSL vPlus orders, a Singtel DEL is required.

23.2.1 The DEL must not be used in conjunction with PABX, hunting facilities, ISDN, key telephone system and auxiliary line.

23.2.2 The DEL must be registered under the same company's name. Otherwise, you must provide written approval from the registered subscriber for use of the DEL for the Service.

23.2.3 You must maintain the subscription of the DEL with the DEL service provider and ensure that it is active as long as the ADSL vPlus Service is in use. If the DEL was terminated by the subscriber or DEL service provider, the ADSL vPlus Service will also be terminated and ETC may apply.

23.2.4 If you would like to reinstate the ADSL vPlus Service, re-application is required. You would need to subscribe for a DEL prior to re-application of the ADSL vPlus Service. One-time charges will be applicable for re-application.

23.2.5 If you provided a wrong DEL number during order submission, an administration fee of S\$109.00 (with 9% GST) will be charged for re-application of ADSL vPlus Service.

23.3 Default setup for ADSL LAN Dynamic Service: DHCP & NAPT are enabled with dynamic IP addresses. Default setup for ADSL LAN Plus Static & ADSL vPlus Services: DHCP & NAPT are disabled with dynamic IP addresses. If you require otherwise, please provide a network diagram and attach to your application form during submission.

24. For Fibre

24.1 Fibre Service is available only at premises which (i) have a valid unit address within a commercial/ industrial building or property (e.g. #03-00); (ii) are fibre-ready; and (iii) have a TP within the premise.

24.2 The estimated provisioning lead-time is 30-45 working days after we have accepted the application, subject to the conditions listed herein. Your AM will inform you if your Service can be provisioned earlier.

24.3 Once your order has been submitted and accepted by us, you will receive an email acknowledgement from our Order System and/or our cabling contractor.

24.4 Building Management ("BM") Issues:

24.4.1 **Seeking Approval from BM:** Certain BM may require you to seek their approval prior to cabling works. In such case, we require you to contact the BM and comply with their requirements, which may include providing a letter of undertaking, before we can commence works. Please attach the BM approval letter to the application form during submission.

24.4.2 **Additional Requirement and Charges Imposed by BM:** Certain BM may impose nonrefundable insurance fee or admin fee, or a long-term security deposit. We require you to make such payments to the BM prior to commencement of cabling works. Some BM may also mandate us to use the BM's contractors to carry out the cabling works, use the BM's pre-laid cables, install new cable trays, or use special ducts to conceal the cables. We will bill you for these charges as we do not cover these costs.

24.4.3 **Site Work Charges:** In some cases, we are required to open access panel(s), reinstate fire retardant along the fibre route, or provide scissor lift, boom lift or scaffolding in places where ceilings are 3m or higher. We will bill you for these charges as we do not cover these costs as well.

24.4.4 Your delay in attending to any BM issue or paying the BM charges could lead to the extension of the provisioning lead time. If it consequently resulted in your order being cancelled, cancellation Charges shall apply.

24.5 **Interim Service:** If there is a pre-empted delay in your Fibre order (e.g. due to BM approval delays, insufficient fibre capacity or congested MDF room), you can request for paid interim ADSL or Enterprise Web services through your AM. We will waive the ETC when you terminate the interim services after using your Fibre Service. You are, however, required to terminate the interim services via our Business Helpdesk once your Fibre Service is active.

24.6 **Service Commencement:** After the TP has been installed, our FE will contact you to install the ONT and router. You have 10 working days to allow our FE to complete the ONT and router installation. If for whatever reason we have not been able to contact you, or you are unavailable, or you are not ready or willing to allow our FE to complete the ONT and router installation despite attempts by the FE or

our AM to engage you, and the RFS date requested by you have passed, we will charge you S\$109.00 (with 9% GST) for each month of delay.

24.7 **Static IP Address:** You may request for 1x static IP address for your Fibre Service through your AM if required. There will be a premium on your monthly Charges. If you subsequently require 1x static IP address for your Fibre Service, you will be required to submit a fresh application form for modification of package. You may consult your AM for advice.

24.8 **Support for Larger Number of Concurrent Users:** We offer high performance routers if you require the router to support more than 20 concurrent users at your premises. You may consult your AM for more information.

24.9 **Non-Building Address Point ("NBAP") Order:** If you require a Fibre Service at a site that does not have an official address or unit number (e.g. car-park, ATM machine, bus-stop, e-service kiosk in public areas, lamp post, lift lobby, lift monitoring/ fire-command and control room, switch room toilets, worksite, site office, showroom in an open space), you are required to raise a NBAP order. The provisioning lead-time is subject to site survey and complexity in pulling a fibre cable to the site. Your AM will advise you further on such request.

25. DualConnect Load Balancer

25.1 The StarHub DualConnect Load Balancer ("**DualConnect**") is a value-added service ("**VAS**"). The load balancer supports link aggregation and failover for outgoing traffic only.

25.2 **Suitability:** DualConnect is suitable for use with 2 dynamic broadband circuits from 2 different platforms or internet service providers ("**ISP**"). The total or aggregated bandwidth will be dependent on several factors, including the bandwidth of individual links (as such we are unable to warrant or guarantee on the total or aggregated bandwidth that the load balancer will be able to support or manage).

25.3 **Technical Support:** You may contact our Technical Service Support Helpdesk for technical support. However, we will not be able to support or troubleshoot the other ISP's link or CPE related issues, configuration or settings.

25.4 **Subscription:** If you have signed up for DualConnect as part of a promotional bundle, the Minimum Period of Service is 24 months. There is no Minimum Period of Service if you signed on as an Add-on to an existing broadband circuit. All terms related to the Business Broadband are applicable to DualConnect VAS.

26. DualConnect (Mobile)

26.1 The StarHub DualConnect (Mobile) is a VAS. It leverages on both fibre and mobile broadband infrastructure to support the requirement for redundancy. DualConnect (Mobile) is provided, on a commercially reasonable endeavour basis, service availability of 100%.

26.2 In the event primary connection has failed over to secondary connection, the secondary connection on 4G mobile network can only support Internet surfing, email and general access. Any special or customised setup on primary connection or otherwise, or any change (including settings) not carried out or authorised by us will not be supported and may result in the service not being able to work or work in an optimal manner.

26.3 The user experience on Fibre Broadband (primary link) differs from that on Mobile Broadband (secondary link). Fibre Broadband will be based on subscribed bandwidth while Mobile Broadband will be based on subscribed local data bundle per month. Excess local data Charge applies on Mobile Broadband (imposed beyond 10GB) at S\$8.72 (with 9% GST) per GB, with the excess local data bill capped at S\$183.12 (with 9% GST) per month, subject to our fair usage policy.

26.4 For customers who are on Dynamic IP or Static IP on their Fibre Broadband plan, there will be a change of IP address when there is a failover to Mobile Broadband. We will not be responsible to customers for such change of IP address. Customers acknowledge and agree that DualConnect (Mobile) only supports Dynamic IP on Mobile Broadband.

27. Google Wifi

27.1 The StarHub Google Wifi ("**Google Wifi**") is a VAS.

27.2 Google Wifi service is meant to extend customers' WiFi coverage within their office premises and consists of Google Wifi CPE. The service can be offered to customers as an upgrade option to the default CPE that we currently provide. Google Wifi CPE is provided as part of the service and remains our property at all times. At the end of the subscription, Google Wifi CPE must be returned to us.

27.3 To be eligible for the Google Wifi CPE VAS subscription, customers must subscribe to StarHub Dynamic Business Fibre Broadband Service and subscribe to at least 3 units of Google Wifi CPE. No Minimum Period of Service applies for Google Wifi CPE Value-Added Service subscription.

27.4 The service cannot be transferred to another user without our prior written consent.

27.5 When faced with an issue while using the service, customer may contact our technical hotline. We may swap a faulty Google Wifi CPE with another set or router, subject to availability.

27.6 Customers may request to change Google Wifi CPE to other available router models. An onsite charge applies for such router change and is currently at S\$163.50 (with 9% GST).

27.7 Dynamic Domain Name System cannot be supported on Google Wifi. Customers who require remote access to devices/servers in their office network will require other alternative applications to do so.

28. Broadband Shield and Broadband Shield+

28.1 Broadband Shield and the Broadband Shield+ are VAS supplied in conjunction with the Business Broadband Service.

28.2 To be eligible to purchase either or both Broadband Shield and Broadband Shield+, you must first be a Business Broadband Service customer and you must not have any outstanding Charges with us at the time of application for the respective VAS.

28.3 You must pay for the relevant Charges for each of Broadband Shield and Broadband Shield+. If you make advance payments for any of the Charges there will be no pro-ration or refund of such prepayments at the time the Broadband Shield and/or Broadband Shield+ are/is terminated for any reason.

28.4 **Early Termination Charge for Broadband Shield+:** If you terminate the Broadband Shield+ during the Minimum Period of Service, you would be liable to pay Early Termination Charges.

28.5 We do not warrant that the Broadband Shield or Broadband Shield Plus+ will meet your requirements. Given the nature and volume of malicious and unwanted electronic content, undesirable data or software and unauthorised users (e.g. hackers), you accept that neither we nor our licensors, resellers or suppliers warrant that Broadband Shield or Broadband Shield+ (i) will be complete, free from errors or interruptions; (ii) will detect and/or address any or all malicious code, threats or vulnerability (including security threat or vulnerability); or (iii) will keep your network or computer systems completely secure, free from intrusions, security breaches, unauthorised access, vulnerabilities, viruses, malicious or unwanted electronic content. No oral or written information or advice given by us shall create any additional warranties or in any way increase the scope of our liabilities.

29. Liability

29.1 The Services (including any installation or support services) are provided on an "as is" and "as available" basis. You agree that you use the Services or rely on any Content obtained through the Services at your sole risk. To the fullest extent allowed by the law, we do not give any assurances, guarantees, or warranties, either express or implied, in relation to such Services or Content. In addition, we will not be liable for any delay or failure to provide the Services, or any interruption or degradation of the quality of the Services which may arise from the following:

29.1.1 an act or omission of an underlying carrier, Service Provider, vendor or other third party;

29.1.2 equipment, network or facility failure;

29.1.3 equipment, network or facility upgrade or modification;

29.1.4 force majeure events such as acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and governmental actions;

29.1.5 equipment, network or facility shortage;

29.1.6 equipment or facility relocation;

29.1.7 service, equipment, network or facility failure caused by the loss of power to you;

29.1.8 any act or omission by you or any person using the Service or Equipment provided to you;

29.1.9 any third party's service, equipment, software, network or facility; or

29.1.10 any other cause that is beyond our control, including a failure of or defect in any Equipment, the failure of an incoming or outgoing communication, the inability of communications to be connected, completed, or forwarded.

29.2 Specifically, we do not warrant:

29.2.1 that the Services, the Software or any equipment (which we provide to you, including the Equipment) will not cause any harm to your applications, equipment, hardware, software, networks or Content;

29.2.2 the accuracy, reliability or quality of any Content obtained through the Services or that defects in any Software will be corrected; and/or

29.2.3 that the Services and access to them are error-free, secure and uninterrupted or available at all times.

29.3 Except as set out in this Agreement, 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 the 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 we and/or any of the Relevant Parties do or omit or delay in doing (even if done, omitted or delayed fraudulently, wilfully, recklessly, maliciously or negligently), whether or not it is contemplated or authorised by any agreement you have with us.

29.4 Neither we nor any of the Relevant Parties is liable for any special, incidental, indirect, consequential or punitive damages, losses, costs or expenses, or any loss of profits, revenue, business and/or anticipated savings even if caused fraudulently, wilfully, recklessly, maliciously or negligently.

29.5 If any of the exclusions of liability set out in this paragraph 29 does not apply, our liability will not exceed the lower of: (i) your preceding month's Charges applicable to the Services in question; or (ii) S\$5,000/- for any event or for any series of connected events. Further, our aggregate liability in any 12-month period will not exceed the lower of (a) your preceding 12-months' Charges applicable to the Services in question; or (b) S\$10,000/-.

29.6 The exclusions of liability above do not apply to any liability for death or personal injury resulting from our negligence or to any liability which cannot be lawfully excluded or restricted under the Unfair Contract Terms Act (Cap. 396).

29.7 The relevant Affiliate providing the Services or carrying out the actions set out in this Agreement shall be responsible for its acts or omissions.

30. Resale

30.1 The Services are provided to you solely for your own business use. You must not resell or transfer the Services or the Equipment (which we lease or rent to you) to third parties without our prior written consent, whether or not for profit or otherwise. We reserve the right to immediately suspend or terminate your Services if we determine, in our absolute discretion, that you use the Services for any of the aforementioned or similar activities.

31. Ending and Suspending the Services

31.1 In addition to the rights either party may have against the other party under this Agreement for any antecedent breach of this Agreement and subject to the provisions of this paragraph 31, this Agreement or the Services hereunder may be terminated by either party giving at least 30 days' written notice to the other party.

31.2 If you give us notice that ends during the applicable Minimum Period of Service pursuant to paragraph 31.1 above:

31.2.1 you must immediately pay us the Early Termination Charges; and

31.2.2 paragraph 31.7 below will apply.

31.3 If the Services or this Agreement are/is terminated pursuant to paragraph 31.4 or 31.5 below, you will compensate us for any damages or losses we may suffer because of the termination. In addition, if such termination occurs during the applicable Minimum Period of Service, you have to pay us the sums referred to in paragraph 31.2 above.

31.4 In the event of any of the following:

31.4.1 you breach any of the terms and conditions of this Agreement or any other agreement you have with us;

31.4.2 you become or are likely to become bankrupt or insolvent, or die;

31.4.3 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;

31.4.4 the equivalent of any of the events referred to in paragraphs 31.4.2 and 31.4.3 above under the laws of any relevant jurisdiction occurs to you;

31.4.5 you provide incorrect, false, inaccurate or incomplete information to us;

- 31.4.6 the requirements of any relevant regulatory authority result in us having to stop providing the Services or to provide the Services in a manner which is unacceptable to us;
- 31.4.7 we believe you are likely to create imminent harm (such as interruption, disruption, congestion, signal leakage and any Unauthorised Act) to our Network or any third party's networks or systems or our provision of the Services, or defraud us, or are likely to create imminent harm or are abusive to our personnel; or
- 31.4.8 for any reason beyond our control (including loss of any licence, way-leave or easement, requirements of any governmental or regulatory authority or orders by the court and cessation or failure to deliver by a third party supplier) we are unable to provide the Services,
- we may suspend or terminate all or any part of the Services or terminate this Agreement with 7 working days' notice (for paragraphs 31.4.1 and 31.4.5 above) or with immediate effect (for paragraphs 31.4.2, 31.4.3, 31.4.4, 31.4.6, 31.4.7 and 31.4.8 above) in each case without compensation to you, and without prejudice to our rights to damages for any antecedent breach by you of this Agreement. You may immediately contact our business helpdesk or our AM to tell us why such suspension or termination should not occur. We will consider each case and where we deem appropriate, will not proceed with the suspension or termination of such account or take any other appropriate action where necessary.
- 31.5 If we suspect that you are using or allowing the Services to be used for fraud, misconduct or any other illegal or improper purpose, we will refer this to the relevant authorities and comply with directions or guidelines issued by them without notice or reference to you.
- 31.6 If and when you make good any breach or default, we may restore any suspended or terminated Services after you have paid for any reinstallation, restoration or re-connection Charges and reimbursed us for our reasonable costs in suspending or terminating the Services.
- 31.7 If the Services are terminated:
- 31.7.1 all sums due, accruing due or payable to us in respect of the Services and if applicable, the Equipment, up to the date of termination (including late payment Charges) will, upon the termination, become immediately due and payable to us. There will be no refund of any Charges paid to us for any equipment (including the Equipment) purchased from us; and
- 31.7.2 you must immediately (and in any event, within 30 days of such termination) return to us all Equipment which we may have leased or rented to you in respect of the Services in good condition. We will be entitled to charge you (i) all costs incurred in repossessing or acquiring replacement for any such Equipment which you have failed to return to us; and/or (ii) at our standard prescribed rates for acquiring a replacement for any Equipment which is returned to us in a damaged or defective condition; or
- (a) treat the Equipment as being sold to you and to charge you our prevailing Charges for the Equipment. There will be no refund of any such Charges paid.
- 31.8 You may suspend your Service for a period up to 90 calendar days. If your Service is still in contract, the Minimum Period of Service will be extended by the period of suspension. A reactivation fee will be levied when you intend to resume your Service.
- 31.9 In addition to paragraph 31.6 above, we reserve the right to charge you a reactivation fee of at least S\$109 (with 9% GST) (or such other amount as may be determined by us) for reactivating any suspended Services. Reactivation of any Services is subject to our absolute discretion.
- 31.10 If the Services are suspended due to non-payment of any Charges and you subsequently pay us all outstanding amounts, in order to reactivate the Services, you must contact our business helpdesk or our AM to request for such reactivation. You acknowledge and agree that reactivation of the Services

is neither automatic nor immediate upon or after your full and correct payment of the outstanding Charges.

31.11 The termination of this Agreement will not affect any accrued rights or remedies of either party against the other party.

32. **Service Commencement:** The Service Start Date which you have indicated in the form shall be known as the Ready For Service ("RFS") date. However, the provisioning lead-time and delivery of the Service is subjected to prevailing network coverage, Service availability, availability of all relevant resources, and any permissions or approvals required from any building management and/or any other relevant party. The General Provisioning Lead Time (from the date StarHub has accepted the application) is as follows:

32.1.1 For ADSL LAN/ LAN Plus: 7 working days

32.1.2 For ADSL vPlus: 14 working days

32.1.3 For Fibre via NLT NGNBN: 30-45 working days

32.1.4 For Fibre via StarHub Fibre: 18 working days

Your AM will advise you of the expected lead-time for your order and the tentative commencement date for the provision of the Service. We will use our commercially reasonable endeavours to meet the RFS date but we shall not be liable if the RFS date is not met due to events outside our control, including any third party's act and/or omission. Your RFS date shall not be more than 3 months from the date of order submission. We will not accept any order with RFS more than 3 months from date of order submission.

33. **Order Cancellation:** If you withdraw or cancel an application after it has been accepted by us but before the activation of service, a cancellation charge (refer to Order Cancellation Charges) shall be imposed. However, you may cancel that part of the Service which we are unable to provide, without being liable to pay any Cancellation Charges, if the order has lapsed more than 10 working days after the RFS, and for the case of NGNBN, (1) more than 45 working days after order acceptance by us and (2) the fibre TP has not been installed at the installation address. If you accept that part of the Service which we are ready to provide and pay for the same at our agreed/ prevailing rate(s), you will have no other claim against us for our failure to provide the Service before the RFS date.

34. **Early Termination Charges:** ETC will be applicable if any circuit is terminated after the Services have been successfully provisioned and prior to expiry of the Minimum Period of Service or Agreement. The ETC comprises:

25.1.1 the aggregate of the monthly recurring charges (including rental charges, where applicable) for the remainder of the unfulfilled Minimum Period of Service (MPS); and

25.1.2 where relevant, any charges imposed by other Service Providers (including NC, NLT) or any third party arising from and/or in connection with the termination.

35. Other legal matters

35.1 Indemnity

35.1.1 You must indemnify us, our Affiliates, employees, directors, agents and suppliers against all claims, damages, losses, and liabilities resulting from your use of the Services, your negligence, omission, act or breach of this Agreement.

35.2 Matters beyond Our Control

35.2.1 We will not be liable for any delay or failure in performance under this Agreement resulting from matters beyond our control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, lightning, equipment failure, cyber-attacks (including any type of offensive manoeuvre that targets computer information systems, infrastructure, computer networks or personal computer devices), computer software or software malfunction (including due to malicious software programmes), interception of online communication, identity theft, electrical power failure, faults, interruption or disruption of the Network or the networks of other Service Providers or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees), epidemics of infectious diseases or acts of terrorism.

35.2.2 In addition:

- (a) we will not be liable for any delay or failure in performance under this Agreement resulting from any delay or failure of any third party (including any supplier) to deliver or provide any facilities, infrastructure, equipment or services to us; and
- (b) the Services may occasionally be affected by interference caused by objects beyond our control such as buildings, underpasses and weather conditions. When this happens, we will not be responsible for any interruption or disruption of the Services or if you cannot access or use the Services.

35.3 Meanings

This paragraph 35.3 sets out how certain words and phrases are used in this Agreement. Terms used but not defined in these Service Specific Terms & Conditions shall have the respective meanings given to them in the Business General Terms & Conditions.

What these words mean in this Agreement

35.3.1 "AM" means account manager.

35.3.2 "BM" shall have the meaning set out in paragraph 24.4.

35.3.3 "CPE" means customer premises equipment.

35.3.4 "DEL" shall have the meaning set out in paragraph 8.5.

35.3.5 "DP" shall have the meaning set out in paragraph 2.7.

35.3.6 "DualConnect" shall have the meaning set out in paragraph 25.1.

35.3.7 "Early Termination Charges" or "ETC" comprises: (a) the aggregate of the monthly recurring charges (including rental charges, where applicable) for the remainder of the unfulfilled Minimum Period of Service (MPS); and (b) where relevant, any charges imposed by other Service Providers (including Nucleus Connect, NLT) or any third party arising from and/or in connection with the termination.

35.3.8 "Equipment" means any equipment (including any CPE) which we may provide to you in connection with the provision of the Services.

35.3.9 "FE" shall have the meaning set out in paragraph 2.11.

35.3.10 "Google Wifi" shall have the meaning set out in paragraph 27.1.

- 35.3.11 "**GST**" means goods and services tax.
- 35.3.12 "**Installation Charges**" shall have the meaning set out in paragraph 2.6.
- 35.3.13 "**ISDN**" means Integrated Services Digital Network.
- 35.3.14 "**ISP**" shall have the meaning set out in paragraph 25.2.
- 35.3.15 "**MC**" shall have the meaning set out in paragraph 2.10.
- 35.3.16 "**NBAP**" shall have the meaning set out in paragraph 24.9.
- 35.3.17 "**NGN**" means next generation national info-communication infrastructure provided by a third party.
- 35.3.18 "**One-Time Customisation Charges**" shall have the meaning set out in paragraph 2.9.4.1.
- 35.3.19 "**ONT**" shall have the meaning set out in paragraph 2.10.
- 35.3.20 "**PABX**" means Private Automatic Branch Exchange.
- 35.3.21 "**Premises**" means the property bearing the Service Address which is connected to the Network.
- 35.3.22 "**Quote for the Remote Location Service**" shall have the meaning set out in paragraph 2.9.4.3.
- 35.3.23 "**Remote Location**" shall have the meaning set out in paragraph 2.9.
- 35.3.24 "**RFS**" shall have the meaning set out in paragraph 2.2.
- 35.3.25 "**Service Address**" means the address of the Premises at which we agree to provide the Services to you. Where the Services are provided over the NGN platform, the address must be registered as a correct, existing and valid unit address within the Premises and cannot be an open area or space within the Premise.
- 35.3.26 "**Services**" means Business Broadband and where relevant, any value-added Services (including but not limited to SMTP Service) as may be provided by StarHub Ltd (Reg. No. 199802208C) from time to time. Where the Services are provided over the NGN platform, certain third party's terms and conditions may apply in addition to these terms and conditions and such third party's terms and conditions shall supersede these terms and conditions.
- 35.3.27 "**Site Survey Fee**" shall have the meaning set out in paragraph 2.9.1.
- 35.3.28 "**the Relevant Parties**" shall have the meaning set out in paragraph 29.3.
- 35.3.29 "**Third Party Charges**" means any and all amounts that may be imposed by any third party arising from and/or in connection with the early termination of the Services and/or this Agreement.
- 35.3.30 "**TP**" shall have the meaning set out in paragraph 2.10 above.
- 35.3.31 "**VAS**" shall have the meaning set out in paragraph 25.1.