

## STARHUB'S BUSINESS GENERAL TERMS & CONDITIONS

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

### ABOUT THESE BUSINESS TERMS

These are our general terms and conditions for all contracts with our business customers ("**Business General Terms & Conditions**"). If you are a consumer customer, or use our services for consumer purposes, please see our consumer general terms & conditions instead. These can be accessed at our website.

Together with (i) the applicable Service Specific Terms & Conditions and (ii) any other terms and conditions otherwise agreed between you and us in writing, they form the terms of the contract between you and StarHub for all the products and services you subscribe for from time to time. To understand *your* rights and obligations, you need to read all the documents that relate to you and the Service(s) you select.

### CONFLICT OR INCONSISTENCY

If there is any conflict or inconsistency between any provision of these Business General Terms & Conditions, the applicable Service Specific Terms & Conditions and any other terms & conditions otherwise agreed between us in writing, the documents shall be construed in the following order of precedence:-

- (i) any other terms and conditions otherwise agreed between us in writing;
- (ii) the applicable Service Specific Terms & Conditions; and
- (iii) these Business General Terms & Conditions.

In the event such construction fails to resolve the conflict or inconsistency, such conflict or inconsistency will be resolved in our favour.

If there is any inconsistency between different versions of the Business General Terms & Conditions and/or any applicable Service Specific Terms & Conditions, the most recent version on our website will prevail.

1.	Who can Subscribe for the Services.....	2
2.	Paying for the Services.....	2
3	Deposit.....	6
4	Your Responsibilities .....	6
5	Security .....	8
6.	Things we may have to do.....	8
7.	Equipment and Software.....	9
8.	Content, Products and Services .....	10
9.	Use of Network .....	11
10.	Liability .....	12
11.	Ending the Services and addressing breaches of this Agreement .....	13
12	StarHub E-Bill.....	15
13.	Other Legal Matters .....	17

## 1. Who can Subscribe for the Services

You can subscribe for the Services if you are a company, business, partnership or organisation incorporated or registered with the Accounting and Corporate Regulatory Authority of Singapore (ACRA) or such equivalent authority in your country of incorporation or registration. We may refuse to provide Services at our discretion. If we have made available the Services to you, we will be deemed to have accepted your application even if (a) we have not given any written acceptance to you or (b) you have not actually used the Services.

## 2. Paying for the Services

### 2.1 You have to pay for the Services.

2.1.1 **Services procured or used:** You have to pay for the Services you have procured or used, which include services given by third parties where we are billing on their behalf. Once you subscribe for and receive any of our Services, you must pay for the Services even if they are used by someone else (regardless whether with your express consent and/or knowledge or otherwise).

2.1.2 **Services provided by third parties:** In addition, if you use any Services provided by third parties where we are billing on their behalf, the provisions relating to billing and collection on behalf of third parties in the applicable Service Specific Terms and Conditions will apply. These can be accessed at our website.

2.1.3 **StarHub e-bill:** You may apply for our electronic bill presentment service offered by us. If so, the terms set out in paragraph 12 would additionally apply to your relationship with us.

### 2.2 How we calculate the Charges

2.2.1 **Services you subscribe for:** We will only charge you for the Services you subscribe for. Our Charges are calculated based on our records or, where applicable, the records given to us by a Service Provider.

2.2.2 **Recurring Charges:** If there are recurring Charges for the Services, these are typically calculated for the full period that they relate to. While we do our best to ensure that the Charges are as up to date as possible, Charges you incur for the Services could be included in the bill in the next billing cycle or any other future billing cycle(s).

- 2.2.3 **Billing cycle:** We send out bills at monthly intervals, but if your usage is more than or likely to be more than a pre-set limit, we may send a bill outside of your usual billing cycle, to alert you that you have exceeded the limit.
- 2.2.4 We may change our billing cycles and send you bills at such intervals and on such dates as we decide.
- 2.3 **How to pay**
- 2.3.1 **Payment methods:** You may pay through GIRO, your credit/debit card or in some payment way we agree to. However, you are responsible to ensure that payment is received by us for your bills on time, including ensuring that you have available balance or credit in your account.
- 2.3.2 **Third party payment:** If a third party agrees to make payment for the Services provided to you, we will not take instructions from third parties relating to your account and the Services. You will continue to be responsible to ensure the Charges are paid on time.
- 2.3.3 **When Charges are due:** The Charges are due when the bill is issued. You must pay the Charges by the payment date set out in the bill. Unless we state otherwise, all Charges are payable in Singapore dollars. Unless there has been fraud or manifest error on our part, subject to paragraph 2.3.4 below, each bill is conclusive evidence against you of the accuracy and completeness of all matters stated in it. You must pay all Charges without any counterclaim, deduction, set off or withholding.
- 2.3.4 **Disputed bill:** This paragraph sets out what you should do if you do not agree with any Charge contained in a bill.
- 2.3.4.1 Please inform us of your reasonable objections in writing before the payment date shown on your bill.
- 2.3.4.2 We will investigate the matter and will respond to you in writing within 30 days.
- 2.3.4.3 Prior to receiving our response, you do not have to pay the amount of the Charges that you have disagreed with. However, to be clear, you must pay all the other Charges which are not in dispute on a timely basis and in accordance with these Business General Terms & Conditions.
- 2.3.4.4 If we agree that there is a mistake in your bill, we will adjust your next bill accordingly. However if we do not agree, or if there is still any amount payable by you under that bill, you will have to pay the relevant amount as soon as possible, within the period stipulated by us in our response to you. Our decision will be final.
- 2.3.4.5 If you do not pay on time, we may charge you for any costs we incur in recovering the amount from you, and for late interest or our standard late payment fee as decided by us from time to time. Late interest is currently at 1.5% per month from the date the unpaid amount was due and payable, calculated on a daily basis.
- 2.3.4.6 If you have paid a bill and wish to contest it subsequently, you must inform us of your reasonable objections in writing within 1 year from (a) the date of that bill if it is a post-paid Service, or (b) the date of your payment if it is a pre-paid Service.
- 2.3.5 **GIRO:** If you choose to make payment by GIRO, the following paragraphs will apply:-
- 2.3.5.1 **Information given by you:** The information given by you for recurring payment of bills by GIRO will supersede all relevant information relating to you or the nominated bank account holder ("**Bank Account Holder**") in our systems.
- 2.3.5.2 **GIRO Arrangement:** By setting up recurring payments by GIRO, the Bank Account Holder and you agree to us debiting the relevant bank account for all charges billed to the relevant account as nominated. This arrangement will continue to be in effect until you notify us in writing to terminate it, or until we receive a notification from the Bank Account Holder's bank

("Bank"). We reserve the right to terminate this payment arrangement at any time in our discretion.

2.3.5.3 **New Applications:** For approved new application for payment by GIRO, this authorisation will take effect from your next billing cycle. You agree to pay for any current outstanding balance via other payment methods until the GIRO arrangement takes effect.

2.3.5.4 **Unsuccessful GIRO Deduction:** If we are unable to make the deduction or settlement with the Bank for any reason whatsoever, you shall remain liable to us for the Charges under the account(s) associated with the payment code(s) / account number(s) on the application for GIRO arrangement. Further we will not be liable to you or any nominated Bank Account Holder(s) for any Bank Charges incurred on the bank account as a result of our deductions as authorised herein.

StarHub is not liable for any surcharges/fees imposed by the bank for unsuccessful deductions from the designated GIRO bank accounts. Hence, please maintain sufficient funds in your bank account for the GIRO deductions to avoid any administrative or late charges.

In the event of unsuccessful GIRO deduction by the Bank, the Bank Account Holder shall contact the Bank for further clarification.

2.3.5.5 **Termination of GIRO arrangement:** The GIRO arrangement will be terminated if the deduction is unsuccessful (a) on a repeated basis for 2 consecutive billing cycles with the same rejection reason from the Bank each time; or (b) due to suspension, termination or closure of bank account.

2.3.5.6 **Instructions in the event bill is paid by third party:** In the event that the StarHub bill is paid by a consenting third party Bank Account Holder, StarHub shall only take written instructions from you, including but not limited to payment instructions and services subscribed to.

2.3.6 **Recurring Credit Card Payment Arrangement:** If you choose to make payment by a Recurring Payment Arrangement (as defined below), the following paragraphs will apply:-

2.3.6.1 **Information given by you:** The information given by you for recurring payment of bills by credit/debit card (the "**Recurring Payment Arrangement**") will supersede all relevant information relating to you or the nominated credit/debit card holder ("**CardHolder**") in our systems.

2.3.6.2 **Recurring Payment Arrangement:** By signing up for the Recurring Payment Arrangement, you and the Cardholder agree to us debiting the relevant credit/debit card for all Charges billed to the relevant account as nominated. This Recurring Payment Arrangement will continue to be in effect until you notify us in writing to terminate it, or we receive a notification from the Cardholder's card issuing bank. We reserve the right to terminate the Recurring Payment Arrangement at any time in our discretion.

2.3.6.3 **New Applications:** For approved new applications, this authorisation will take effect from your next billing cycle. You agree to pay any current outstanding balance via other payment methods until the Recurring Payment Arrangement takes effect. If you send an application form to us by email, you are responsible for ensuring the security of the application form in transmission and we shall have no liability in respect thereof.

2.3.6.4 **Unsuccessful deduction:** If we are unable to make the deduction or settlement with the Bank for any reason whatsoever, you shall remain liable to us for the charges under the account(s) associated with the payment codes(s) / account number(s) / identification number on the Recurring Payment Arrangement application. Further, we will not be liable to you or the Cardholder for any Charges incurred on the credit/debit card as a result of our deductions as authorised herein.

In the event of unsuccessful recurring credit/debit card deduction by the Bank, the Cardholder shall contact the Bank for further clarification.

- 2.3.6.5 **Termination:** The Recurring Payment Arrangement will be terminated if the deduction is unsuccessful (a) on a repeated basis for 2 consecutive billing cycles with the same rejection reason from the Bank each time; or (b) due to suspension, termination or expiry of the relevant credit/debit card, stolen credit/debit card or closure of bank account.
- 2.3.6.6 **Instructions in the event bill is paid by third party:** In the event that the StarHub bill is paid by a consenting third party CardHolder, StarHub shall only take written instructions from you, including but not limited to payment instructions and services subscribed to.
- 2.3.7 **Cheque Payment:** If you choose to make payment by cheque and this is returned or rejected by the bank, you will have to pay us a processing fee (inclusive of GST).
- 2.3.8 **Changing or stopping payment methods:** If you wish to change or stop your payment method, this will only take effect from the next billing cycle. If you wish to stop payment by GIRO or by credit/debit card, you must notify your bank and us before the termination. If your card is lost, stolen, expired or terminated, you must also inform us in writing immediately. The termination of these forms of payment will only be effective when the message referring to the GIRO or credit/debit card deduction is no longer reflected in your bill. You must make payment for any outstanding amounts by credit/debit card, cash or other online payment portals immediately together with any administrative fees and/or processing fee (inclusive of GST) for any failed transaction. We can terminate any recurring payment at any time.
- 2.3.9 **Liability:** You use the recurring bill payment arrangement by GIRO or credit/debit card at your sole risk. To the fullest extent allowed by law, we do not give any assurances, guarantees, or warranties, either express or implied, in relation to such recurring bill payment arrangements. We will not be liable for any loss, cost, delay, error, neglect or omission in facilitating the payment under such recurring bill payment arrangement by GIRO or credit/debit card, or any unsuccessful payment.
- 2.4 **Taxes**
- You are responsible for all Taxes (including prevailing GST). If you are required to deduct or withhold any sum as Taxes imposed on any amount payable to us, such amount must be increased so that we will receive a net amount equal to the amount which we would have received in the absence of any such deduction or withholding.
- 2.5 **Other Payment Matters**
- 2.5.1 If you do not pay any portion of a bill on time, we may suspend, restrict or terminate any of the Services that we provide to you and charge you administrative fees and/or late payment interest or fee as set out in paragraph 2.3.4.5 above. You must also pay (a) all sums due under any other agreements or accounts you have with us, and (b) all the legal, administrative and other costs we incur in relation to recovering payment from you of all amounts due.
- 2.5.2 If you use more than one Service, and your payment is for less than the total amount of a bill, please state which Service(s) you are paying for with your payment. Otherwise we will apply the payment we receive towards any outstanding bill in such manner as we decide. If you have more than one account with us, we may transfer any credit balance under one account to settle outstanding amounts under another account.
- 2.5.3 We may, at our discretion, authorise our Affiliates to issue bills and collect payment of Charges and moneys on our behalf.
- 2.5.4 Any change in your billing details (including billing address, billing addressee and identity of the third party (if any) making payment for the Services provided to you) must be notified to us in writing at least 1 month in advance. If you do not so notify us, we shall be entitled to rely on the previous billing details and you cannot rely on any change in billing details as a reason for objection under paragraph 2.3.4 above.

- 2.5.5 Unless otherwise stated, all quoted Charges and prices are in Singapore dollars and inclusive of prevailing GST.

### **3 Deposit**

- 3.1 We may require you to place a deposit as security for the performance of your obligations to us. We may also require the amount of the deposit to be increased from time to time, before we provide or continue to provide any Services to you. This deposit is separate from your payment of the Charges and you may not require us to offset it against your outstanding Charges. However, we may apply some or all the deposit to offset any outstanding amounts you owe us.
- 3.2 If there is any amount of your deposit remaining when the Services are terminated and all other amounts payable by you have been paid, we will refund the balance to you without interest.
- 3.3 The deposit does not affect our other rights against you, including the right to terminate any Service if you do not make payments when due.

### **4 Your Responsibilities**

This paragraph 4 describes your obligations to us if you wish us to provide the Services.

#### **4.1 Your relationship with StarHub: You must:-**

- 4.1.1 provide accurate and complete information to us and inform us immediately if there are any changes to the information you gave us;
- 4.1.2 pay all Charges for the Services you subscribe for, even where there is any suspension, interruption or loss of the Services, and you must pay Charges for any disconnection and/or re-connection of the Services, whether this was caused by your request or your default;
- 4.1.3 comply with all applicable laws, rules and regulations and any requirements or restrictions which we may or the Service Providers may impose on the use of the Services or any telecommunications system and Equipment;
- 4.1.4 comply with all instructions, notices or directions issued by us; and
- 4.1.5 take all reasonable steps to prevent fraudulent, improper or illegal use of the Services.

#### **4.2 Your use of the Services: You are responsible for the use of the Services you subscribe for and for any Content disseminated through your account(s). This would include:-**

- 4.2.1 obtaining the appropriate permission if you use the communication services or Equipment of third parties to access the Services;
- 4.2.2 not using or allowing the Services you subscribe for to be used in any unlawful way or in a way that could give rise to civil or criminal liability. This would include:-
- 4.2.2.1 posting, soliciting, transmitting, or disseminating 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 this Agreement. Emails sent by or through a third party that advertises or otherwise directs traffic or links to your website or your account are considered 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;

- 4.2.2.2 forging, issuing or misrepresenting 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;
- 4.2.2.3 posting, soliciting, transmitting, or disseminating Content which may give rise to civil liability or otherwise violate any applicable laws, rules or regulations;
- 4.2.2.4 posting, soliciting, transmitting, disseminating, advertising or storing or otherwise making available any Content, product or service that is pornographic or contains malware such as computer viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programmes;
- 4.2.2.5 illegally, or without appropriate authority, accessing or attempting access to 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 otherwise), 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 the Service Providers;
- 4.2.2.6 disrupting or undermining the security of the networks and systems connected to the Services, or violating the rules, regulations, policies or procedures of such networks. This can include failing to update software or accessing websites that are known to be vulnerable to malicious activity or exploitation;
- 4.2.2.7 collecting and/or disseminating information about others or their email addresses without their consent;
- 4.2.2.8 violating anyone's rights including their intellectual property and privacy rights;
- 4.2.2.9 using for any fraudulent, illegal or improper purposes or in any way which may (i) cause annoyance, harassment, irritation, inconvenience or anxiety to anyone or (ii) affect anyone's use of services or any networks;
- 4.2.2.10 reselling or providing any part or component of the Services, whether for profit or not, to third parties without our prior written consent;
- 4.2.2.11 advertising, transmitting, facilitating or making available any Content, product or service that may breach this Agreement;
- 4.2.2.12 doing anything that is likely 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
- 4.2.2.13 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 or tribunal 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.

- 4.3 **Fair Use Policy:** The use of Services shall be subject to their applicable terms and conditions and where applicable, our fair use policy, which refers to normal and reasonable use of the Services ("**Fair Use Policy**"). For example, an 'unlimited data plan' shall only apply to normal surfing and emailing and not any other types of use, including video streaming, YouTube viewing, hot spotting, tethering as a dongle etc. If your usage exceeds the recommended Fair Use Policy within a time period decided by us, we reserve the right to suspend, restrict (including to impose a 'speed limit' on your usage) or terminate your access to the Services without giving any notice to you until the end of the affected day or bill

cycle (as applicable), and/or impose our prevailing rates for such excess usage, as decided by us. You acknowledge and agree that such Fair Use Policy is necessary to ensure consistent and acceptable use of the Services and Network by all our customers.

## **5 Security**

Your secrecy and security are important. This paragraph 5 describes the actions you must take to protect the security of the Services.

- 5.1 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 and/or knowledge. If you use any login identification, password or PIN that we deem to be insecure, that would be a breach of this Agreement.
- 5.2 We may refuse, change or remove login identification, password(s) or PIN which we deem inappropriate or offensive.
- 5.3 You must take immediate action to remedy the situation if you discover or suspect that there has been any unauthorised use or disclosure 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.
- 5.4 You should change your password(s), PIN or any other security identification regularly for your security.
- 5.5 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 safety and security of any transmission you make.

## **6. Things we may have to do**

This paragraph 6 describes the actions we may take in providing the Services.

- 6.1 From time to time we will need to verify the accuracy of the information you provide to us. This could include cross tabulating with external databases. You agree to such actions by us.
- 6.2 We also have to take appropriate actions to protect, maintain, improve and/or manage our Network and systems and to ensure smooth provision of our Services with or without notice to you. These include:-
  - 6.2.1 carrying out maintenance and repair work to our hardware and software, that may involve interruption or suspension of some or all of the Services. We will try to restore the affected Services as quickly as we can;
  - 6.2.2 performing searches or scans of your Content/data and system;
  - 6.2.3 performing Network management and maintenance which may affect some or all of the Services;
  - 6.2.4 managing and controlling access to the Network, even if access is a requirement or constitutes part of the Services; and
  - 6.2.5 managing and controlling access to certain data stored in the Network, even if it belongs to third parties or customers.

We, or our designated Affiliates, may carry out any of the above actions in any manner we consider appropriate or necessary and we will not be liable to you or any third party for any loss, damage or expense that may result from this.

- 6.3 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 service



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. Equipment and Software**

This paragraph 7 describes your and our respective rights and obligations relating to the Equipment and software used in the provision of the Services.

### **7.1 Your obligations**

Unless we agree otherwise, you are responsible for obtaining and maintaining, at your own costs, all Equipment necessary for the access and use of the Services. This would include:-

- 7.1.1 ensuring that all Equipment used is type-approved by the relevant Regulatory Authority and meets the relevant safety standards as may be applicable from time to time;
- 7.1.2 using the Equipment in a safe and lawful manner;
- 7.1.3 complying with all instructions, notices or directions issued by us or the relevant Regulatory Authority in respect of the installation, use or operation of the Equipment;
- 7.1.4 storing the Equipment in an appropriate and lawful manner, including any necessary electrical power supply;
- 7.1.5 keeping the Equipment in good condition in accordance with applicable guidelines, instructions, notices, directions or specifications; and
- 7.1.6 ensuring all equipment and software used by you are compatible and may properly function and operate with the Services or the Equipment which we provide, sell, lease or rent to you.

### **7.2 Equipment provided or leased from us**

We may provide, sell, lease, rent or maintain the Equipment to or for you under a separate agreement or under our agreement with you for the provision of the Services. This is subject to stock availability. Unless we otherwise agree in writing, any defect in any Equipment sold to you will be covered under the relevant manufacturer's warranty only, and you have no claim against us for any defects. If you make any claim under the manufacturer's warranty for any Equipment, you must provide the original proof of purchase of the Equipment from us. If we lease or rent any Equipment to you, we will continue to be the owner of such Equipment and you must not allow anyone to modify such Equipment without our prior written consent. We are not responsible for any Equipment sold or any related hardware or Software comprised therein, including for any loss or damage caused by the use of such Equipment, hardware or Software.

For the avoidance of doubt, unless we otherwise agree in writing, we are not responsible for any equipment not provided by, purchased, leased or rented from us, including for any loss or damage caused by the use of such equipment.

#### **7.2A Equipment not fully paid for**

- 7.2A.1 When we sell any Equipment to you, we shall retain title in such Equipment until receipt of all amounts payable to us for the Equipment and/or Services, including interest. For clarity, all the risks in our Equipment shall pass to you upon delivery.
- 7.2A.2 If you fail to pay all amounts that are due for our Equipment and/or Services, you agree that we have the right to recover such Equipment from you and you shall assist us in our efforts to recover such Equipment, at your own costs.

7.2 A.3 You shall not re-sell our Equipment to a third party before title is passed to you. If you do so, you shall (a) account to us for all the proceeds of the re-sale and prior to paying such proceeds to us, you shall hold the proceeds on trust for us and keep them separate from your other moneys and/or (b) assign to us your right to claim for the proceeds of the re-sale against such third party. You shall notify the third party of the assigned claim and draw his attention to our title to the Equipment. Upon our request, you shall also assist us in our efforts to secure our title to the Equipment, at your own costs.

### 7.3 **Use of Software**

We may sell or otherwise provide to you Software or you may access Software via the Services. Unless we agree otherwise:-

- 7.3.1 you may not copy, reproduce, translate, adapt, vary or modify the Software or transmit or communicate it to any third party without our written consent or, if applicable, a third party supplier's written consent;
- 7.3.2 you may not remove, add to, change or otherwise tamper with any copyright notice, legend or logo appearing in or to the Software or the medium where it is stored; and
- 7.3.3 all copyright, trademarks and other intellectual property rights subsisting in the Software, and all documentation and manuals relating to the Software, will remain the property of StarHub or, if applicable, the third party supplier.

## 8. **Content, Products and Services**

This paragraph 8 describes how you should use the Content and Products you access using our Services.

8.1 You may access Content, products and/or services using the Services. You agree that:-

- 8.1.1 all such Content, products or services will be the sole responsibility of the person from whom they originated, and we do not endorse or guarantee their accuracy, reliability, integrity, legality or quality;
- 8.1.2 we are not liable for any Content, products or services which you may access, use or acquire via the Services;
- 8.1.3 you are solely responsible for all Content, products or services that you transmit or make available via the Services;
- 8.1.4 we do not endorse, guarantee, or control any third party Content, products or services which you may access, use or acquire through the Services;
- 8.1.5 by using the Services, you may be exposed to third party Content, products or services that may be defamatory, offensive, indecent, objectionable or illegal; and
- 8.1.6 we may without notice to you, remove, modify or deny access to, suspend or terminate any Content, products or services which you try to access, or which you transmit or make available via the Services, 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.

We will not be liable to you or any third party under any of paragraphs 8.1.1 to 8.1.6 above.

8.2 In addition, we will not be liable for any non-delivery or non-performance of, or any defects in or problems with, any goods and services you obtain from advertisers or any third parties on our website or through the Services. We are not responsible for such advertisers or third parties.

- 8.3 If any Services are provided to you on a free trial basis, the full Charges for that Service shall apply after the free trial period, without notice to you. You agree that display of the applicable Charges for the Services on our website or applications will constitute notice of the Charges.

**9. Use of Network**

This paragraph 9 describes how you may use the Network for our Services.

**9.1 Additional Rights**

The provisions of this paragraph 9 are in addition and without prejudice to any other rights we may have over the Network and its use, whether granted by statute or otherwise.

**9.2 Ownership**

You agree that we are the owner of the Network at all times, even if parts of the Network (such as Equipment, cables and/or fixtures) may be located on your Premises or may be otherwise procured by us from third parties.

**9.3 Access and Maintenance**

From time to time and in order to protect and enhance our Network, we will need to take appropriate actions to protect, maintain, improve and/or manage our Network. Where we can, we will give you reasonable advance notice. You agree that:-

- 9.3.1 you will provide access, space, power feed and such reasonable assistance as we may require, without charge, to carry out site survey or any activities related to the Services, to undertake the Works, or to operate and/or maintain and safeguard the Network. You agree that the developer, owner or agent of the Premises may impose certain Charges on us (or on us on your behalf) arising from and/or in connection with this paragraph. You agree to bear and pay all such Charges directly to the developer, owner or agent, or to reimburse us for all such Charges, including:
- 9.3.1.1 all Charges imposed by the developer, owner or agent on us (or on us on your behalf) for and in connection with the grant of access;
  - 9.3.1.2 all Charges incurred for and in connection with the purchase of any additional insurance policies or meeting additional insurance requirements by the developer, owner or its agents;
  - 9.3.1.3 all utility Charges incurred for and in connection with the operation of any installation or equipment; and/or
  - 9.3.1.4 all such other Charges as may be notified by us;
- 9.3.2 you will provide access, space, licence, right of way and easements on or through your Premises as we may reasonably require, without charge, for the purposes of installing, inspecting or maintaining such equipment as may be required to provide services to other properties;
- 9.3.3 you will provide access and such reasonable assistance as we may require, without charge, to any equipment, software and systems used by you in relation to the Services, to operate and/or maintain and safeguard the Network;
- 9.3.4 Network maintenance works will be carried out exclusively by us or our contractors. You will pay the standard annual Network maintenance fee prescribed by us from time to time;
- 9.3.5 if we ascertain that any fault is caused by your equipment or systems, we may charge you our prescribed standard rates for any repair or rectification works; and

- 9.3.6 we have the right to conduct Network maintenance at such times and frequencies as we decide, and we are not liable to you for any disruption or interruption to the Services and/or your access to the Services which may result.

**9.4 No Unauthorised Acts**

- 9.4.1 You will not undertake or permit anyone to undertake any Unauthorised Act and will notify us as soon as you are aware of any Unauthorised Act, including allowing your equipment, software and/or systems connected to the Network to cause or be used for an Unauthorised Act.
- 9.4.2 You will immediately disconnect, switch off, suspend, secure or remove any equipment, software or systems from the Network if we notify you that any of such equipment, software or systems connected to the Network will cause, is causing or is likely to cause or is or may be used for an Unauthorised Act.
- 9.4.3 You will provide such reasonable assistance as we may require to prevent, remedy and/or cease any Unauthorised Act.

**9.5 Removal/Relocation of Network**

You will not remove or relocate, or permit any third party to remove or relocate, any part of the Network (including any equipment belonging to us that is connected to the Network) from the Premises without giving us at least six (6) months' prior written notice and obtaining our prior written consent. This is even where the Premises have been disconnected from the Network or this Agreement has been terminated. We will be entitled to impose our standard prescribed Charges for undertaking any removal or relocation of the Network, including signal diversion costs.

**10. Liability**

This paragraph sets out our obligations to you in providing the Services.

- 10.1 The Services are provided to you on an "as is" and "as available" basis. You agree that you use the Services or rely on any Content 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.
- 10.2 Specifically, we do not warrant:
- 10.2.1 that the Services, the Software, any Equipment (which we provide, sell, lease or rent to you), or our operation, maintenance and protection of the Network will not cause any harm to your equipment, software, systems or Content;
  - 10.2.2 the accuracy, reliability or quality of any Content obtained through the Services or that defects in any Software will be corrected; and
  - 10.2.3 that the Services and access to them are error free, secure, uninterrupted, or available at all times.
- 10.3 Where you are provided with any gift or premium from us, you agree that:
- 10.3.1 our maximum liability is the amount you have paid us, if any, for it;
  - 10.3.2 the redemption of the gift or premium is subject to stock availability;
  - 10.3.3 we make no warranty as to the gift or premium and will not be responsible for any specifications, defects or non-performance in it;

- 10.3.4 we are not an agent of the merchant, manufacturer and/or supplier of the gift or premium, and shall not be deemed to be a seller or transferor of the gift or premium;
- 10.3.5 unless otherwise agreed by us in writing, any issue which you may have in respect of the gift or premium shall be resolved directly with the merchant, manufacturer and/or supplier. The gift or premium is also subject to such other terms and conditions as may be imposed by the merchant, manufacturer and/or supplier; and
- 10.3.6 we reserve the right to substitute the gift or premium with any item of a similar value.
- 10.4 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.
- 10.5 Neither we nor any of the Relevant Parties is liable for any special, incidental, indirect, consequential or punitive damages, losses, costs or expenses, even if caused fraudulently, wilfully, recklessly, maliciously or negligently.
- 10.6 Neither we nor any of the Relevant Parties is liable for any lost profits, revenue, business or anticipated savings, loss of data, loss of Content or loss of use, even if caused fraudulently, wilfully, recklessly, maliciously or negligently.
- 10.7 If any of the exclusions set out in in this paragraph 10 do 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 (i) your preceding 12 months' Charges applicable to the Services in question or (ii) S\$10,000/-.
- 10.8 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).
- 10.9 The relevant Affiliate providing the Services or carrying out the actions set out in this Agreement shall be responsible for its acts or omissions.
- 11. Ending the Services and addressing breaches of this Agreement**
- 11.1 Unless the terms for the Services you are using are different, this Agreement or the Services may be terminated by either party giving 3 working days' written notice to the other party without assigning any reason. In the absence of any termination in accordance with this Agreement (including this paragraph), this Agreement or the Services shall automatically continue beyond the applicable Minimum Period of Service, promotional period or initial subscription period without any notice from us to you, on a month-to-month basis and based on our prevailing rates without any previously applied discounts or promotional rates. If you continue to use the Services, you will be taken to have accepted this paragraph and our prevailing rates. If you do not accept this paragraph, your sole and exclusive remedy will be to terminate this Agreement or the Services in accordance with this Agreement.
- 11.2 If you give us notice that ends during the applicable Minimum Period of Service or if we terminate the Services or this Agreement pursuant to paragraph 11.3 below:
- 11.2.1 there will be an early termination Charge, equivalent to the prorated Charges for the Services, Equipment and/or ancillary items and costs for the rest of the Minimum Period of Service, or such other early termination Charge as may be applicable; and

11.2.2 you will compensate us for any damages or losses we may suffer because of the early termination.

In computing whether or not you have complied with the Minimum Period of Service for a particular Service, any period for which that Service is suspended will not be counted.

11.3 We have the right to suspend or terminate all or any part of the Services, or terminate this Agreement with 1 working day's notice (for paragraphs 11.3.1 and 11.3.5 below) or with immediate effect (for paragraphs 11.3.2, 11.3.3, 11.3.4, 11.3.6 and 11.3.7 below) in each case without compensation to you, and without prejudice to our rights to damages for any breach by you of this Agreement, if any of the following events occurs:

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

11.3.2 you become or are likely to become bankrupt or insolvent or commence proceedings for judicial management and/or schemes of arrangement, subject where applicable to the provisions of the Insolvency, Restructuring and Dissolution Act 2018;

11.3.3 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, special manager, or administrator is appointed over any of your assets or any of your assets become the subject of any execution, levy, seizure, assignment, or sale by any creditor or government agency;

11.3.4 the equivalent of any of the events referred to in paragraphs 11.3.2 and 11.3.3 under the laws of any relevant jurisdiction occurs to you;

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

11.3.6 the requirements of the relevant Regulatory Authority or any other authority result in us having to stop providing any of the Services or to provide any of the Services in a manner which is unacceptable to us; or

11.3.7 we believe you are likely to create imminent harm (such as interruption, disruption, congestion or any Unauthorised Act) to the Network or any third party's networks or systems or our provision of the Services, or to defraud us, or are likely to create imminent harm or harass or are abusive to our personnel.

In such event, you may immediately contact our customer service, either by calling our customer service line 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.

In addition, if we suspect that you are using or allowing any of 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 to you.

11.4 We may restore any suspended or terminated Services after you have paid for any restoration or re-connection Charges and reimbursed us for our reasonable costs in suspending/terminating the Services and after you have made good the breach or default.

11.5 If any of the Services is terminated:

11.5.1 all sums due, accruing due or payable to us in respect of that Service up to the date that Service is terminated will become immediately due and payable to us;

11.5.2 you must immediately return to us all Equipment which we have (a) leased or rented to you and/or (b) sold to you but has not been fully paid for in accordance with paragraph 7.2A.1, in

good condition, failing which we may charge you for costs incurred in repossessing, replacing, or repairing such Equipment;

- 11.5.3 we have the right to retain any Equipment (including your Equipment) which is used in respect of that Service and which are on our premises until receipt of all sums due or accruing due or payable to us in respect of that Equipment and/or Service; and
- 11.5.4 subject to paragraph 11.5.3 above, you must immediately remove all your Equipment which is used in respect of that Service and which is on our premises. If you fail to do so, we will be entitled to remove it at your own risk and cost.
- 11.6 The termination of this Agreement will not affect any accrued rights or remedies of either party against the other party.
- 11.7 We will determine, in our sole discretion, on a case-by-case basis, the steps which are necessary to address any breach of this Agreement. Such steps include investigating any suspected or alleged breach of this Agreement, including obtaining information from you, any complainant and the examination of Content on our server. Nothing contained in this Agreement will limit our actions or remedies in any matter and we reserve at all times all rights and remedies available to us at law.
- 11.8 We and the Service Providers shall not be liable for any damages, losses, costs or expenses of any nature suffered by you or third party resulting in whole or in part from the exercise of our rights under this Agreement. By using the 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 this Agreement.

## 12 StarHub E-Bill

"StarHub Business e-Bill" or "e-Bill" means the electronic bill presentation service offered by us, which is part of the online services provided by us through the StarHub Business Account Portal.

### 12.1 Eligibility for StarHub Business e-Bill

- 12.1.1 Customers who have an active Service with us at the point of application are eligible to apply for StarHub Business e-Bill subject to meeting certain qualifying criteria as determined by us. Application for StarHub Business e-Bill shall be made online. We may decline acceptance of your application at our discretion.
- 12.1.2 You must provide us with your company's or business' particulars, including but not limited to your company/business registration number.

### 12.2 Activation and Use of StarHub Business e-Bill

- 12.2.1 You must appoint an authorised representative to register for StarHub Business e-Bill.
- 12.2.2 You must ensure that your authorised representative will be responsible for setting up the correct restricted access matrix and user profile needed to ensure that your use (including the individual users' use) of StarHub Business e-Bill complies with all these terms and conditions and applicable laws and regulations.
- 12.2.3 You must ensure that your authorised representative will register the individual users' details by completing and submitting such prescribed details as set out in the StarHub My Business Account Portal.
- 12.2.4 After our acceptance of your application for StarHub Business e-Bill, you will be able to retrieve your e-Bill from the StarHub My Business Account Portal.

- 12.2.5 You agree that we may from time to time modify, restrict, withdraw, cancel, suspend or discontinue StarHub Business e-Bill service without assigning any reason. In the event that we do so, we will endeavour to notify you via the StarHub My Business Account Portal message board.
- 12.2.6 You must ensure that your authorised representative shall be responsible for ensuring that anyone given access to the StarHub My Business Account Portal and the StarHub Business e-Bill complies with all these terms and conditions.
- 12.2.7 Your use as well as the use by anyone given access by your authorised representative of the StarHub My Business Account Portal and the StarHub Business e-Bill shall constitute acceptance of all these terms and conditions.
- 12.2.8 After we have accepted your application for StarHub Business e-Bill, you will no longer receive a paper copy of your Bill by post. Instead, you will be able to access an e-Bill. You accept and agree to view such e-Bills in a timely manner.
- 12.2.9 After successful activation of StarHub Business e-Bill, you may log-on to the StarHub My Business Account Portal from time to time to view your Bill(s) and/or to carry out other transactions as may be made available to you on the StarHub Business Account Portal.
- 12.2.10 You may be notified of any new Bills on StarHub Business e-Bill via message notification published on the StarHub My Business Account Portal message board. You acknowledge that such message notification service will be offered subject to availability and shall be at our sole discretion.
- 12.2.11 You shall be responsible for logging in and viewing your e-Bills, communications, notifications and/or letter(s) (if applicable) in a timely and prompt manner, and you shall notify us if you do not receive your e-Bills and/or related communication, notifications and/or letters.
- 12.2.12 You shall remain responsible for ensuring timely payment of any and all Bills in accordance with StarHub Business General Terms & Conditions, regardless of whether or not your Bill is available or accessible. You may contact StarHub Business Customer Care or your StarHub Account Manager (if any) to arrange for payment of any e-Bill which you are unable to access.
- 12.2.13 You acknowledge and agree that:-
- 12.2.13.1 all other terms and conditions relating to your Bill shall continue to be governed by StarHub Business General Terms & Conditions and any applicable Service Specific Terms & Conditions;
  - 12.2.13.2 whilst e-message posting on the StarHub My Business Account Portal is used as a means of communication between you and us, you acknowledge and agree that there are risks inherent in such forms of communication, including the risk of delayed delivery, non-delivery, wrong delivery, disruption in delivery or truncated or illegible delivery, whether in whole or in part. We shall not be liable to you for any damages, losses, costs or expenses arising out of or in relation to the use of such communication;
  - 12.2.13.3 you will ensure that your use of StarHub Business e-Bill service shall be in compliance with all these terms and conditions and applicable laws and regulations; and
  - 12.2.13.4 in the event of any inconsistency between the e-Bill available on StarHub Business e-Bill and the Bill available on our billing system, the latter shall prevail.
- 12.2.14 StarHub Business e-Bill is currently a complimentary service offered by us. However, we reserve the right to impose Charges for StarHub Business e-Bill at any time upon notice to you.



**12.3 Termination and Discontinuation of StarHub Business e-Bill**

12.3.1 Any and all de-registration of individual users' e-Bill login must be submitted by your authorised representative to us as set out in the StarHub My Business Account Portal.

12.3.2 We may terminate the StarHub Business e-Bill service within a reasonable time after you have terminated all Services with us and/or you have discharged all your obligations, including but not limited to all outstanding payment obligations.

12.3.3 You may terminate your StarHub Business e-Bill at any time by following the procedures set out in StarHub My Business Account Portal or notified by us. Upon or after deactivation of your StarHub Business e-Bill, you will resume receipt of hard copy Bills mailed to your last known mailing address in our record. You will no longer be able to access your StarHub Business e-Bill or any information relating to the same upon termination of the StarHub Business e-Bill.

**13. Other Legal Matters**

**13.1 Indemnity**

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

**13.2 Intellectual Property**

Any and all StarHub Intellectual Property will continue to belong to us or our licensor(s). You may not use or permit anyone to use any StarHub Intellectual Property except as may be necessary for your lawful use of the Services provided to you or as permitted by us.

**13.3 Conclusiveness of Records**

In the absence of fraud or manifest error, subject to paragraph 2.3.3 above, all our records relating to the Services are conclusive evidence of their accuracy and completeness.

**13.4 Transferring this Agreement**

You may not assign, novate or transfer any of your rights and/or obligations under this Agreement without our prior written consent. We may assign, novate and/or transfer all or part of our rights and/or obligations under this Agreement to any party and will give you notice of this.

**13.5 Changes to this Agreement**

13.5.1 Unless the Service Specific Terms & Conditions and/or other terms & conditions otherwise agreed between us in writing state otherwise, you may apply for additional Services or request for changes to the existing Services verbally through our customer service in writing or electronically.

13.5.2 There may be a Charge if you cancel or change any order or Services.

13.5.3 We may from time to time change any of the General Terms & Conditions, Service Specific Terms & Conditions and/or any other applicable terms and conditions for the Services you subscribe for. We may also from time to time withdraw, suspend, or change any of the Services. 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 terms and conditions on our website will constitute notice of the changes and your continued use of the Services will be taken as acceptance thereof.

**13.6 Matters beyond Our Control**

- 13.6.1 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, acts of terrorism, 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) or epidemics of infectious diseases.
- 13.6.2 In addition, 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.

**13.7 Communications**

- 13.7.1 Without prejudice to paragraph 13.5.3 above, we may communicate with you for any matter under this Agreement or the Services by email to your contact details in our records or by such means as we may notify you from time to time. If there is any change in these details, you must inform us immediately in writing.
- 13.7.2 Unless you notify us otherwise, we may send you information on offers and marketing/promotional material relating to any of the Services or our advertisers' products or services, and such information and materials will not be deemed to be unsolicited.

**13.8 Customer Support Service**

- 13.8.1 While we try to provide effective and timely Customer Support Service, response times may take longer during peak periods. We may direct you to other forms of Customer Support Service.
- 13.8.2 In the course of your interaction with the members of our Customer Service Support team, you may request for or receive quotations of prices for some of our Services. Unless otherwise stated, the prices quoted will be at the prevailing rates on the date of quotation. We seek your understanding that these quoted prices may no longer be valid at the date of subscription. If you do choose to proceed with subscription, the prevailing rates at the time of purchase will be applicable.

**13.9 No waiver**

- 13.9.1 If we do not, or if we delay the exercise or enforcement of any of our rights under this Agreement, we will not be considered to have waived our rights, and our rights to fully exercise and enforce all our rights under this Agreement will not be affected.
- 13.9.2 Any waiver shall be in writing and signed by the waiving party. Where the waiver is given by us, it should also be copied to StarHub General Counsel.

**13.10 Confidentiality**

You must not use or disclose to any person any information (other than information that is or has become publicly available) relating to any of the Services or us which you obtain from us or our agents in connection with this Agreement and the Service, except to the extent necessary to comply with law, court order or any regulatory authority.

**13.11 Entire Agreement and Severability**

13.11.1 This Business General Terms & Conditions, the Service Specific Terms and Conditions and/or other terms and conditions otherwise agreed between us in writing, contain the whole agreement between you and us with respect to the Services you subscribe for, and there are no other agreements, or terms, oral or written, express or implied, which govern the provision by us of the Services.

13.11.2 If any part of this Agreement is invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall not be affected.

**13.12 Rights of Third Parties under this Agreement**

Save for our Affiliates, third parties cannot enforce this Agreement under the Contracts (Rights of Third Parties) Act (Cap. 53B).

**13.13 Applicable Laws**

13.13.1 This Agreement is governed by Singapore law. Our provision of the Services is subject to the Act as well as the Relevant Restrictions.

13.13.2 Both you and we irrevocably submit to the non-exclusive jurisdiction of the Singapore courts for any legal proceedings relating to this Agreement. Either party may also refer any dispute to the Small Claims Tribunal. If we agree with you that arbitration would be an appropriate forum, we may jointly refer the dispute for arbitration.

**13.14 StarHub Personal Data Protection Policy**

You confirm your agreement to the StarHub Personal Data Protection Policy, which may be accessed at our website.

**13.15 Meanings**

This paragraph 13.15 sets out how certain words and phrases are used in this Agreement.

**What these words mean in this Agreement**

"Act"	the Telecommunications Act or as applicable, the Info-communications Media Development Authority Act 2016 (No. 22 of 2016), as well as any applicable subsidiary legislation, rules or regulations, all as may be changed from time to time.
"Affiliate"	any related or associate company of StarHub Ltd including their successors, assigns, employees and agents.
"Agreement"	the agreement between you and us comprising the Business General Terms & Conditions, the Service Specific Terms & Conditions, any documents referred to in these Terms & Conditions, any Customer Service Warranty applicable to the Services and any service agreement, application or order form, any other terms and conditions that you and we may have agreed or accepted from time to time.

## STARHUB'S BUSINESS GENERAL TERMS & CONDITIONS

"Card"	a phone, calling, SIM, top-up or other card and/or card number issued by us to you which allow you access to our telephony Services.
"Charges"	all activation, connection, re-connection, subscription, usage, cancellation and administrative charges and other fees to be paid by you for or relating to the Services or the Equipment. The Charges will be in accordance with the rates in our prevailing tariff tables available at our offices, customer service centre or shops, or as mutually agreed in writing between you and us.
"Content"	all information, text, sound, music, Software, photographs, videos, graphics, data, messages, links or other materials.
"Customer Service Support"	all forms of customer support provided by us, including without limitation, at our customer service centres, via email at <a href="mailto:customercare@starhub.com">customercare@starhub.com</a> , customer service hotlines, live chat or social media.
"Customer Service Warranty"	a scheme providing compensation for failure in the provision of the Services.
"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.
"IMDA"	Info-communications Media Development Authority of Singapore, its successors and/or assigns.
"Minimum Period of Service"	such period as may be set out in the Business General Terms & Conditions, Service Specific Terms and Conditions or any other terms and conditions that you and we may have agreed or accepted from time to time or in our tariff tables starting from the Start Date.
"Network"	all networks owned, maintained or operated by, and/or leased/licensed to us (including our nation-wide broadband network based on the hybrid fibre co-axial design which includes but is not limited to the distribution box in or serving the Premises) through which we provide the Services to you.
"PIN"	personal identification number.
"Premises"	the property bearing the Service Address and is owned or occupied by you.
"Regulatory Authority"	IMDA, its successors and/or assigns.
"Relevant Restrictions"	any directives, orders or codes of practice of the Regulatory Authority, the terms and conditions of the licence granted to StarHub under the Act, and any restrictions imposed upon StarHub by any other telecommunications operator.
"Services"	any information and communications services, media services, technology services, or 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 and/or the Service Providers provide to you including any value-added features and promotions.

## STARHUB'S BUSINESS GENERAL TERMS & CONDITIONS

"Service Address"	the address at which we agree to provide the Services.
"Service Provider"	any third party service provider involved in providing the Services to you, including without limitation any network operator or telecommunication service provider.
"Service Specific Terms & Conditions"	the specific terms and conditions that we impose in respect of any particular Service, which are set out on our website ( <a href="http://www.starhub.com">www.starhub.com</a> ) or in the press, manuals and handbooks accompanying the use of Equipment and/or Service, or any other adhoc promotional material for the Service and/or customer loyalty programs relating thereto, and any other terms and conditions which you and we may agree in writing governing the use of Equipment and/or Service
"SIM"	Subscriber Identification Module.
"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.
"StarHub", "us", "we" or "our"	StarHub Ltd or any of its Affiliates providing the particular Service or carrying out the specific activity (which exact entity may be changed by us), and includes their successors, assigns, employees and agents.
"StarHub Intellectual Property"	all copyrights, patents, trademarks, tradenames, logos, service marks and other intellectual property or proprietary rights in or related to us, any Service, our network, system, Software or Equipment.
"Start Date"	unless the specific terms for the Services you are using say otherwise, the earliest of the following dates:- <ul style="list-style-type: none"><li>• the date when the Services are ready for use as notified by us;</li><li>• the date when your PIN is issued or your application for the Services is accepted by us; or</li><li>• the date you first use the Services.</li></ul>
"Taxes"	any and all taxes, goods and services tax, duties, levies and other similar charges imposed under any law in respect of the provision of the Services or on any Charges or payment due from or payable by you to us.
"Unauthorised Acts"	any tampering, modification, removal, destruction and/or damage of or to the Network, unauthorised connection to the Network, including without limitation, such connections that cause interruption, disruption, congestion in and to the Network or any third party's networks or systems, or use of the Network for a purpose other than that of the reception of the Services according to the applicable terms and conditions governing the use of the Services.
"Works"	all works (including road surface opening, digging, cabling, installation of Equipment and/or such works as may be specified by us or otherwise) to be performed by us for the purpose of enabling

STARHUB'S BUSINESS GENERAL TERMS & CONDITIONS

the Premises to be connected to the Network for the provision of the Services.

"you" or "your"

the person who uses or intends to use the Services (including his 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 in this Agreement may be made at our sole discretion.