

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS
ENTERPRISE MESSAGING AND SMART ENGAGEMENT

These are our Service Specific Terms & Conditions for Enterprise Messaging and Smart Engagement 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 an individual over 18 years of age or 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 an email address to which the Service access credentials will be provided.

1.2 We will provide the Services to the email address as stated in the application form or such other email address as you may notify us from time to time. If you wish to change the email address, you must notify us promptly.

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

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 stated in our application form. 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 accept that part of the Services which we are ready to provide, and pay for the same at our prevailing rate(s). For that part of the Services which we are not ready to provide, this will be provided at a later RFS date to be notified to you. You will have no claim against us for our failure 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, we shall reserve the right to accede to your request in our discretion and you shall be liable to pay any applicable Charges.

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- 2.5 If you cancel your application for the Services before the RFS date, you will pay us our prevailing cancellation Charges as set out in the application form.
- 2.6 Upon our acceptance of your application form, you will provide us, our employees and contractors safe access to your Premises for the purposes of allowing us to provide you with such assistance and support, as may be reasonable, to configure and allow you access to the Software, for your use of the Services. We shall:
- 2.6.1 upon your request, provide you with such access details (including login identifications, password(s) or PINs) for your use of the Services;
 - 2.6.2 provide you access to send SMS Messages and to broadcast Email Messages to the Recipients;
 - 2.6.3 allow you to view your usage records of the Services for up to 90 days from the date of use;
 - 2.6.4 allow you to store up to 10,000 contacts for the Enterprise Messaging basic Service and up to 1,000,000 contacts for the Enterprise Messaging premium Service while for the Smart Engagement service, the number of allowed contacts depends on the platform edition subscription and the unlimited contacts option is subject to the following Contacts Fair Use Policy: up to 250,000 contacts. For volumes greater than 250,000 contacts under Smart Engagement service, please speak to your account manager;
 - 2.6.5 allocate one 8-digit long code ("**Long Code(s)**") to you for your sole use of the Services; and
 - 2.6.6 allow you to use such other functions of the Services as we may provide from time to time.
- 2.7 You shall be responsible for the use of all Long Codes, which are provided to you for your sole use with the Services. You agree that all Long Codes provided to you are non-transferable and cannot be transferred and/or ported to any third party, including any provider of telecommunication services.

3. Minimum Period of Services

- 3.1 The initial Minimum Period of Service, if any, for the Services shall be for such period as may be stated in the application form from the commencement date as determined in accordance with paragraph 4.1 below. Upon the expiry of the initial Minimum Period of Service, the Services will be renewed automatically on a monthly basis unless either party gives the other party at least 30 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 are 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 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 re-commenced 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.
- 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 equipment or 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 the 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 Equipment. Such provisioning time will be determined or changed by us in our discretion.
- 5.6 You acknowledge and agree that the Enterprise Messaging service is subject to our fair use policy of up to 50,000 Email Messages per month for each customer ("**Email Fair Use Policy**") and that Email Messages in excess of the number permitted under the Email Fair Use Policy may be blocked. You further acknowledge and agree that such Email Fair Use Policy is necessary to ensure consistent and acceptable use of the Services and the Network by all our customers.

6. **System Requirements**

- 6.1 You are responsible for ensuring your applications, equipment (including your computer(s)), 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 Services. We will not be liable for any Equipment, Service or Network failure or performance issues resulting from the non-compliance with such requirements.
- 6.2 You must ensure that all applications, equipment, hardware, software or networks connected to or used with the Services are connected and used in accordance with:
- 6.2.1 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
 - 6.2.2 all instructions, notices and directions as we may determine from time to time.
- 6.3 The Services may not be compatible with certain applications, equipment, hardware, software or networks. 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 in conjunction with such applications, equipment, hardware, software or networks.
- 6.4 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 6.4.

7. **Security**

- 7.1 You are solely responsible for the security and secrecy of your login identification, password(s) or PIN given to or chosen by you. You must ensure that these are not revealed to any third party. You are solely responsible for all activities that occur under your login identification, password(s), PIN and/or your account.
- 7.2 An authorised officer or director shall be responsible for any actions performed by a user account created under the company.
- 7.3 We reserve the right to refuse, change or remove login identification, password(s) or PIN which we deem inappropriate or offensive.
- 7.4 If you discover or suspect any unauthorised use or disclosure of your login identification, password(s) and/or PIN or that your account security has been compromised, you must immediately:
- 7.4.1 inform us; and
 - 7.4.2 change your password(s) and/or PIN.
- 7.5 We will have the right to remove/delete your login identification and/or password/PIN:
- 7.5.1 if this Agreement is terminated; or
 - 7.5.2 where in our opinion you have not complied or are likely not to comply with your obligations under this Agreement.
- 7.6 The security of your account, including Content stored, sent or received is your own responsibility. We cannot guarantee the safety, privacy and security of your transmission.
- 7.7 It is your sole responsibility to take all such measures as may be necessary (including changing your password/PIN from time to time) to protect the secrecy of your login identification, password and/or PIN. You will keep the login identification, password and PIN confidential and will not reveal or disclose the login identification, password and/or PIN to any person except to your authorised user(s).
- 8. Equipment and Software**
- 8.1 Any equipment and software that is not supplied by us will not be supported by us.
- 8.2 Any equipment and software (other than the Equipment) used by you to access and use the Services must meet all applicable standards as may be prescribed by the relevant regulatory authorities and us.
- 8.3 You must comply with all applicable laws (including the Spam Control Act (Cap. 311A)) and instructions, notices or directions issued by the relevant regulatory authorities or us from time to time regarding the use of the Services.
- 8.4 You will be solely responsible for the Content and data retrieved, stored or transmitted through the Services and/or the Equipment.
- 8.5 We may provide you Software or you may access Software via the Services. You must use the Software solely as provided under the terms herein. Unless we agree otherwise, you shall, by your use and/or possession of such Software, be deemed to have accepted the following:
- 8.5.1 you undertake not to copy, reproduce, translate, reverse-engineer, adapt, vary or modify the Software, or to transmit or communicate it to any third party without our or our third party supplier's written consent;
 - 8.5.2 you undertake not to interfere with or disrupt the integrity or performance of the Software or the data contained therein;

- 8.5.3 you undertake not to remove, add to, change, or otherwise tamper with any copyright notice, legend or logo appearing in or to the Software or the medium on which it is stored; and
- 8.5.4 you acknowledge that any and all copyright, trademarks and other intellectual property rights subsisting in the Software and all documentation and manuals relating to the Software will remain our property or, if applicable, the property of the third party Content provider.

9. Your Responsibilities

- 9.1 You are responsible for the use of the Services under your account(s) and for any Content disseminated through your account(s).
- 9.2 You are responsible for ensuring that:
 - 9.2.1 the Messages do not infringe any applicable laws, regulatory requirements or codes, including the Spam Control Act (Cap. 311A);
 - 9.2.2 you have all licences, permits, permissions, authorisations, exemptions required by law, regulatory authority or other competent authorities in connection with your use of the Services; and
 - 9.2.3 you do not use the Services to send Messages to Recipients without the prior consent of the Recipients.
- 9.3 You must not use or allow any part of the Services to be used:
 - 9.3.1 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;
 - 9.3.2 for advertising or broadcasting for commercial purposes;
 - 9.3.3 to transmit or post any Content which may give rise to civil liability or otherwise violate any applicable laws, rules or regulations;
 - 9.3.4 to transmit any Content that contains viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programs;
 - 9.3.5 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;
 - 9.3.6 to disrupt the various networks that are connected to the Services or violate the regulations, policies or procedures of such networks;
 - 9.3.7 to collect and/or disseminate information about others or their email addresses without their consent;
 - 9.3.8 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;
 - 9.3.9 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
 - 9.3.10 to be resold or otherwise provided to third parties without our prior written consent, whether for profit or not.

- 9.4 You shall ensure that the size of each SMS Message, whether with attachments or otherwise, does not exceed 160 characters. Where a SMS Message exceeds 160 characters, the SMS Message shall be broken into two or more messages and transmitted separately to the Recipients and be separately chargeable. We shall not be obliged to make any modifications to the original SMS Message to enable it to be sent successfully to its intended Recipient(s) and shall not be liable for any failure or inability of the Services to do so, as a result of your non-compliance with this paragraph 9.4.
- 9.5 You shall ensure that the size of each Email Message, whether with attachments or otherwise, does not exceed 500KB. Where the Email Message exceeds 500KB, we shall not be obliged to modify the original Email Message to enable it to be sent successfully to its intended Recipient(s) and shall not be liable for any failure or inability of the Services to do so, as a result of your non-compliance with this paragraph 9.5.
- 9.6 If we request you at any time to cease sending Messages to any Recipient and remove any of the Recipients' mobile number, email address or personal particulars from your address book, you shall do so immediately.
- 9.7 You must not use or allow any part of the Services to be used for any activity which would or is likely to:
- 9.7.1 generate Network traffic in excess of reasonable and normal usage;
 - 9.7.2 cause congestion to the Network;
 - 9.7.3 cause a situation whereby other users are affected in their enjoyment and/or use of the Services; and/or
 - 9.7.4 cause any disruption, interference, interruption or degradation of the Network or use of the Services that we operate over the Network.

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.

10. Resale

- 10.1 The Services are provided to you solely for your own use or 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.

11. Liability

- 11.1 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 (including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement), 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 any of the following:
- 11.1.1 an act or omission of an underlying carrier, Service Provider, vendor or other third party;
 - 11.1.2 equipment, network or facility failure;
 - 11.1.3 equipment, network or facility upgrade or modification;

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- 11.1.4 force majeure events such as acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and governmental actions;
 - 11.1.5 equipment, network or facility shortage;
 - 11.1.6 equipment or facility relocation;
 - 11.1.7 service, equipment, network or facility failure caused by the loss of power to you;
 - 11.1.8 any act or omission by you or any person using the Services or Equipment provided to you;
 - 11.1.9 any third party's service, equipment, software, network or facility;
 - 11.1.10 equipment, the failure of an incoming or outgoing communication, the inability of communications to be connected or completed, or forwarded; and/or
 - 11.1.11 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, and the inability of communications to be connected or completed or forwarded.
- 11.2 Specifically, we do not warrant:
- 11.2.1 an act or omission of an underlying carrier, Service Provider, vendor or other third party;
 - 11.2.2 that the Services, the Software or any equipment (which we provide to you) will not cause any harm to your applications, equipment, hardware, software, networks or Content;
 - 11.2.3 the accuracy, reliability or quality of any Content obtained through the Services or that defects in any Software will be corrected; and/or
 - 11.2.4 that the Services and access to them (including the delivery of Messages and/or the receipt of any Message by a Recipient) are error-free, secure and uninterrupted or available at all times.
- 11.3 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 to do 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.
- 11.4 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.
- 11.5 If any of the exclusions of liability set out in paragraphs 11.3 to 11.4 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/-.
- 11.6 The relevant Affiliate providing the Services or carrying out the actions set out in this Agreement shall be responsible for its acts or omissions.
12. **Ending and Suspending the Services**

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- 12.1 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 12, this Agreement or the Services hereunder may be terminated by either party giving at least 30 days' written notice to the other party.
- 12.2 If you give us notice that ends during the applicable Minimum Period of Service pursuant to paragraph 12.1 above, you must immediately pay us the early termination Charges equivalent to the aggregate of the monthly recurring Charges for the remainder of the unfulfilled Minimum Period of Service and any other charges arising from and/or in connection with the termination of the Services.
- 12.3 If the Services or this Agreement are/is terminated pursuant to paragraphs 12.4 or 12.5 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 12.2 above.
- 12.4 In the event of any of the following:
- 12.4.1 you breach any of the terms and conditions of this Agreement or any other agreement you have with us;
 - 12.4.2 you become or are likely to become bankrupt or insolvent, or die;
 - 12.4.3 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;
 - 12.4.4 the equivalent of any of the events referred to in paragraphs 12.4.2 and 12.4.3 above under the laws of any relevant jurisdiction occurs to you;
 - 12.4.5 you provide incorrect, false, inaccurate or incomplete information to us;
 - 12.4.6 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;
 - 12.4.7 we believe you are likely to create imminent harm (such as interruption, disruption, congestion, signal leakage and/or 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 harass or are abusive to our personnel; or
 - 12.4.8 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 1 working days' notice (for paragraphs 12.4.1 and 12.4.5 above) or with immediate effect (for paragraphs 12.4.2, 12.4.3, 12.4.4, 12.4.6, 12.4.7 and 12.4.8 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 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.
- 12.5 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.
- 12.6 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.

- 12.7 If the Services are terminated:
- 12.7.1 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
 - 12.7.2 you must immediately return to us all Equipment, if any, 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(ii) at our standard prescribed rates for acquiring a replacement for any Equipment which is returned to us in a damaged or defective condition.
- 12.8 In addition to paragraph 12.6 above, we reserve the right to charge you our prevailing reactivation Charges for reactivating any suspended Services. Reactivation of any Services is subject to our absolute discretion.
- 12.9 The termination of this Agreement will not affect any accrued rights or remedies of either party against the other party.
13. **Other Legal Matters**
- 13.1 **Indemnity**
- 13.1.1 You must indemnify us, our Affiliates, employees, directors, agents and suppliers in full against all actions, claims, proceedings, damages, losses, liabilities, costs expenses, demands and actions which may be sustained or suffered by us arising out of or in connection with your use of the Services, your negligence, omission, act or breach of this Agreement. This obligation set out in this paragraph will survive the termination of this Agreement.
- 13.2 **Changes to this Agreement**
- 13.2.1 We may from time to time change any of these Terms & Conditions (including pricing and rates) and/or any other applicable terms and conditions for the Services you subscribe for, at any time and without notice to you. Your use or continued use of the Services will constitute acceptance of the changes.
- 13.3 **Matters beyond our Control**
- 13.3.1 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 authorities, 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) or epidemics of infectious diseases or acts of terrorism.
 - 13.3.2 In addition:
 - 13.4.2.1 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
 - 13.4.2.2 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.

13.4 Meanings

This paragraph 13.4 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

- 13.4.1 "**Charges**" means 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.
- 13.4.2 "**Content**" means all information, text, sound, music, Software, photographs, video, graphics, data, messages or other materials, and shall include the Messages.
- 13.4.3 "**Email Fair Use Policy**" shall have the meaning set out in paragraph 5.6.
- 13.4.4 "**Email Messages**" means all email messages that you may send over the Services, including any encoded attachments.
- 13.4.5 "**Equipment**" means 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.
- 13.4.6 "**Long Code(s)**" shall have the meaning set out in paragraph 2.6.5.
- 13.4.7 "**Messages**" means all SMS Messages and Email Messages.
- 13.4.8 "**Network**" means all networks owned, maintained or operated by us, leased to us and/or 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.
- 13.4.9 "**PIN**" means personal identification number.
- 13.4.10 "**Premises**" means the property bearing the Service Address and is owned or occupied by you.
- 13.4.11 "**Recipients**" means: (i) the subscriber(s) of mobile telecommunication services from licenced telecommunication providers in Singapore and overseas telecommunications providers as may be supported by the Services to receive SMS Messages; and/or (ii) intended recipients of the Email Messages, as the case may be.
- 13.4.12 "**Relevant Parties**" shall have the meaning set out in paragraph 11.3.
- 13.4.13 "**RFS**" shall have the meaning set out in paragraph 2.2.
- 13.4.14 "**Service(s)**" means the Enterprise Messaging and/or Smart Engagement service and any related value-added Services provided by StarHub Mobile Pte Ltd (Reg. No. 200000646C).
- 13.4.15 "**Service Providers**" means any third party service provider involved in providing the Services to you, including without limitation any network operator or telecommunication service provider.

- 13.4.16 "**Software**" means the Enterprise Messaging or Smart Engagement software that is provided to you for the use and/or access of the Services.
- 13.4.17 "**SMS Messages**" means all short messages that you may send over the Services, including any encoded attachments.
- 13.4.18 "**Unauthorised Act**" means any tampering, modification, removal, destruction and/or damage of or to the Network, unauthorised connection to the Network, including 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.