

## TERMS AND CONDITIONS OF USE MY STARHUB APP

These are StarHub's Terms & Conditions for customers who have clicked the "Accept" or similar button and/or are continuing with the downloading, installation or use of My StarHub App (the "**Application**"). If you do not accept all the terms of these Terms & Conditions, you must click the "Cancel" or similar button to stop the installation or launch process, uninstall the Application and/or erase all copies of the Application under your control or ownership and stored on any medium.

### 1. TERMS & CONDITIONS

1.1 **The Terms & Conditions:** In addition to these Terms & Conditions, your use of and payment for products and/or services obtained via the Application is governed by:-

- (i) the relevant Service Specific Terms & Conditions;
- (ii) the Consumer General Terms & Conditions;
- (iii) our promotional terms and conditions; and
- (iv) the StarHub Personal Data Protection Policy.

1.2 **Capitalised Terms:** Unless the context otherwise requires, capitalised terms not defined in these Terms & Conditions have their meanings set out in the Consumer General Terms & Conditions. For the avoidance of doubt, the provision of the Application and/or the products and services provided through the Application are "Services" as defined in the Consumer General Terms & Conditions.

### 2. USE OF THE APPLICATION AND ACCESS LEVELS

2.1 **Additional Terms and Conditions:** By using the Application, you agree:

- 2.1.1 to comply with our Service Specific Terms and Conditions for Hub iD;
- 2.1.2 to comply with all instructions, notices or directions issued by us; and
- 2.1.3 not to use the Application, any Content therein for any fraudulent, improper or illegal purposes.

2.2 **Access levels:** If you are the registered account holder, you can choose to log into the Application using your Hub iD. You can designate or modify the access right of other mobile line holder(s) registered under your NRIC or FIN. Each mobile line holder you granted access may add or purchase data value-added Service directly from StarHub without your prior approval, depending on the access rights you have granted.

2.3 **Access by non-registered account holders:** If you are not the registered account holder, you can only log into the Application using your StarHub mobile Service number. By default, non-registered account holder can only view and manage his or her own mobile Service, unless the access rights have been modified by the registered account holder to restrict the non-registered account holder to view-only access. In order to complete the purchase of data value-added Service, you must input the verification code sent to your mobile phone via SMS.

2.4 **Responsibility for use:** You will be responsible for all the transactions conducted by you.

### 3. ELECTRONIC COMMUNICATIONS

- 3.1 **Legal requirement is satisfied:** You consent to receive communications from us electronically. You agree that all agreements, notices, disclosures and other communications which we provide to you electronically satisfy any legal requirement that such communications be in writing. Further, you waive any rights or requirements under any legal requirement in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records.

### 4. PRODUCT DESCRIPTION AND PRICING

- 4.1 **Changes:** Please be aware that the descriptions, pricing and availability of products and/or Services will be subject to change, withdrawal or discontinuance at our absolute discretion and without the need to assign a reason thereof. We reserve the right to reject or cancel any orders resulting from such inaccuracy, errors or discrepancies, without liability.
- 4.2 **Prices:** Without prejudice to the above clause, we cannot confirm the price(s) of any product or Service offered by us until you place an order via the Application. In the event a product or Service's correct price is higher than the stated price in the Application, we will, at our sole discretion, contact you for instructions before (i) shipping the product (or as the case may be, delivering the Service), (ii) charging you for the product or Service at the correct price or (iii) cancelling your order and notifying you of such cancellation.
- 4.3 **Sole Remedy:** If a product delivered to you is not as described, your sole remedy is to return it in unused condition and (if you have paid for it) we will refund your payment to you. If a Service is not as described, your sole remedy is to discontinue using it, and no refund of payment will be made to you.

### 5. CONTRACT FORMATION

- 5.1 **No contract until acceptance by StarHub:** When you place an order online via the Application to purchase a Product and/or subscribe to a Service, your order represents an offer to us to purchase the Product and/or to subscribe to the Service. No contract for purchase of products (or subscription of Services) via the Application will come into existence until your order has been accepted by us.
- 5.2 **Acceptance or rejection by StarHub:** When you have submitted an order via the Application to purchase a product or subscribe to a new Service, upgrade or downgrade an existing Service:
- 5.2.1 (in the case of the product) your order will be accepted by us when we deliver the product to you or when you sign the delivery order (which you send us), whichever is the earlier;
  - 5.2.2 (in the case of the new Service) your order will be accepted by us, when you sign the service agreement which we send you;
  - 5.2.3 (in the case of upgrading or downgrading the existing Service) your order will be deemed accepted by us unless we notify you that your order has been rejected;
  - 5.2.4 (in the case of the product and/or services provided by a third party supplier), orders for such products or services may be subject to acceptance by the supplier. Your order will also be subject to such terms and conditions as may be imposed by the supplier. We will not be liable in any way for the supplier's provision of or failure to provide the products or services; and
  - 5.2.5 we may reject your order at our absolute discretion and without assigning any reason.

5.3 Notwithstanding any provision of these Terms & Conditions or your receipt of any electronic or other form of order confirmation, we reserve the right to reject your order at any time and at our absolute discretion.

## 6. PAYMENT

6.1 You are liable for all Charges and payments for all services, products, Content and Services procured or obtained through the App. In particular, the registered account holder is responsible and liable for the Charges for such Services purchased, applied for and/or incurred within your account whether the Services are used by you or someone else (regardless whether such use was with your express consent and/or knowledge or otherwise).

## 7. SOFTWARE

7.1 All software purchased via the Application is provided subject to the terms and conditions of the licence agreement relating to that software. You must comply with such licence agreement. You also acknowledge and agree that we do not warrant any software under these Terms & Conditions. All software is warranted in accordance with the licence agreement which governs its use.

## 8. SECURITY

8.1 **Information transmitted through the Application:** We shall not be responsible for the security of information transmitted to, from or through the Application.

8.2 **Secure Passwords:** You shall use secure passwords to protect any network, account or device used to access the Application. Use of passwords deemed by us, in our sole discretion, to be insecure shall be a violation of these Terms & Conditions.

## 9. DATA PROTECTION AND USER DATA

9.1 **StarHub's Personal Data Protection Policy:** You confirm that you have read and agree with our Personal Data Protection Policy set out on our website. You confirm that if you do not agree to our Personal Data Protection Policy at any point in time, you will uninstall and/or erase all copies of the Application under your control or ownership and stored on any medium.

9.2 **Representations:** You confirm that all the information which you have provided in connection with the Application or these Terms & Conditions are current, true, accurate, supportable and complete. You agree to inform us immediately of any changes in this information, including but not limited to any changes in your address and/or contact particulars.

## 10. INTELLECTUAL PROPERTY

10.1 **Service and Content providers:** You will not acquire any right in any and all third party Intellectual Property which are vested in any service provider or content provider, and you agree and acknowledge that all such third party Intellectual Property will remain at all times with the relevant service provider or content provider.

10.2 **Usage of Third Party Intellectual Property:** You will not use or permit the use of any third party Intellectual Property except for the purposes contemplated by the Application or as permitted by the relevant service provider or content provider.

10.3 **StarHub's Consent:** You may view and use the Content for personal and non-commercial purposes only. The Content may not be reproduced, distributed, transmitted, published, displayed, broadcasted,

stored, adapted, licensed, altered, hyperlinked or otherwise used in any manner or by any means without our prior written consent.

**11. CONCLUSIVENESS OF RECORDS**

- 11.1 Our decision on all matters relating to the Application, the Content therein and/or the processing of orders via the Application (the “**Application Services**”) will be final and conclusive.

**12. MODIFICATION, SUSPENSION AND TERMINATION**

- 12.1 We may, in our absolute discretion, modify, suspend or terminate access to or use of the Application, the Content therein and/or the Application Services at any time and without notice or liability. In no event will we be liable for the modification, suspension or termination of access to or use of the Application, the Content therein and/or the Application Services. We may also impose limits on the access to and/or use of certain features or portions of Application, the Content therein and/or the Application Services, at any time and without notice or liability.

**13. INDEMNITY**

- 13.1 You agree to defend, indemnify and hold us, our affiliates and their directors, officers, employees, agents and contractors harmless, from and against any and all losses, damages, costs (including legal costs), expenses, claims, demands, proceedings and other liabilities arising from:-

13.1.1 your access to or use of the Application, the Content therein and/or any Application Services; and/or

13.1.2 your breach of these Terms & Conditions.

This defence and indemnification obligation will survive the Agreement.