

**STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS**  
**GLOBAL VIRTUAL PRIVATE LINE (GVPN) SERVICE**

These are our Service Specific Terms & Conditions for the Global Virtual Private Line Service, and together with any other terms and conditions that you and we have agreed or accepted from time to time, they form the Agreement between you and StarHub.

**1. How you may be Eligible for the Services**

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

1.1.1 be a business or corporate entity;

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

1.1.3 have a Service Address to which the Services will be provided from.

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

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

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

**2. Providing the Services**

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

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

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

2.1.3 we determine that we are unable to provide the Services due to any of the reasons as stated in paragraph 4.3 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 ("Email Acceptance") and this date will be known as the ready for service ("RFS") date. You may request for an RFS date in the application form, but in the event we are not able to meet your proposed RFS date, we will notify you a new RFS date. We will use our commercially reasonable endeavours to meet the RFS date and shall not be liable if the RFS date is not met due to events outside our control, including any third party's act and/or omission. We reserve the right to change the RFS date without liability.

2.3 Provisioning of Services is subject to the processing times of third party's service providers. As such, the minimum time to provision the Services is 14 weeks and is subject to availability of resources. We will not be liable for any delay or failure in performance resulting from any delay or failure of any third party (including any supplier) to deliver or provide the Services. We do not warrant that the Services will be ready by the RFS date and we reserve the right to change the RFS date without liability to you.

- 2.4 If you cancel your application for the Services before our Email Acceptance and RFS date, you shall pay us our prevailing cancellation charges equivalent to one-time charge of the Services as stated in the application form, regardless of whether such charge was waived or discounted and in such a case, the standard installation charges shall be imposed.
- 2.5 Notwithstanding your request to defer the provision of the Services to a date after the RFS date we originally agreed to ("Original RFS Date"), you agree that we will commence the billing process based on the Original RFS Date and you are liable to pay the Charges for the Services from the Original RFS Date.
- 2.6 At all times, the provision of the Services shall be subject to our and/or our third party supplier's prevailing network coverage, Services availability and availability of resources.
- 2.7 We will not be responsible for any delay and/or failure of the performance of the Services, arising from and/or resulting from any delay and/or failure caused by any third party, including but not limited to a supplier, to deliver or provision any part of the Services. The Services are provisioned on a commercially best efforts basis.
- 2.8 Our demarcations to provide the Services is provided in the Email Acceptance, and we are not responsible for any delay and/or failure as a result of your cross connections outside of our demarcations. You agree that we will commence the billing process once the Service is ready for service.

### 3. **Minimum Period of Service**

- 3.1 The initial Minimum Period of Service for the Services is 12 months (or such other period as may be agreed by us in our Email Acceptance) 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 for a further period equivalent to the Minimum Period of Service based on the same terms and conditions except for Charges, which shall be based on the then prevailing Charges, unless either party gives the other party 45 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 as requested by you (including any downgrade or upgrade to 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 Service 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.
- 4.3 You acknowledge and agree that availability of the Services is subject to:
- 4.3.1 availability of resources, including network availability and our area of coverage at the time at which the Services are requested or delivered;
  - 4.3.2 the outcome of our site survey of the Premises, geographic and technical capacity of our Network and of our delivery systems at the time at which the Services are requested or delivered; and
  - 4.3.3 provisioning time for the Services and/or the Equipment. Such provisioning time will be determined or changed by us in our discretion without liability to you.

**5. Transfer Speed**

- 5.1 We do not warrant or give any guarantee on data transfer speed or any other aspect of the Services.
- 5.2 We expressly exclude all warranties, whether express or implied by law, regarding the use of the Services (including without limitation the accessibility, reliability or accuracy of the Services) and the performance and/or condition of the network.

**6. Equipment**

- 6.1 If we place Equipment on your premises, you will have to provide suitable space and conditions for the Equipment including any necessary electrical power supply. You shall bear all risks of loss or theft of, or damage to, the Equipment, from the time you receive the Equipment.
- 6.2 You will be responsible for the safe use of the Equipment.
- 6.3 Equipment that is rented or borrowed from us will always remain our property. You must keep the Equipment in good condition and you shall not move, remove, modify or interfere with it in any way (or permit such movement, removal, modification or interference) without our prior written consent.

**7. Paying for the Services**

- 7.1 You are liable to pay the Charges for the Services and any additional Charges in accordance with paragraph 8. You will be billed in advance at monthly intervals or such intervals as we may decide.

**8. Additional Charges**

- 8.1 There will be additional Charges for:
  - 8.1.1 provision of the Services, installation of and/or Service support for the Equipment outside our normal scope of work. These include:
    - 8.1.1.1 Services requested by you are provided at a greater cost than what we would normally incur because of the materials used, the manner of installation or the nature of the Service Address. In these cases, we will notify you whether or not we accept your request, and we will notify you of the additional Charges before the installation starts;
    - 8.1.1.2 work or the Services is/are performed outside our normal working hours; and
    - 8.1.1.3 work or the Services required because of your or any third party's action, fault or negligence or because of any fault or problem associated with any other telecommunication system which you or other Service Providers control; and
    - 8.1.1.4 our work done in response to your complaint of a fault in the Services if the work reveals no such fault.
- 8.2 We will inform you the additional Charges after the outcome of our site survey of the Premises.

**9. Customer Service Warranty**

- 9.1 If you accept any of the Services which expressly provide for a Customer Service Warranty, if the Services fail or if we fail to meet an agreed delivery date for starting the Services, you agree that the compensation provided under the warranty represents a reasonable pre-estimate of all your losses. We have no further liability to you for the failure.

9.2 Your rights to claim compensation from us shall solely be as set out in the applicable Customer Service Warranty and you agree to any limits on such compensation as set out in the applicable Customer Service Warranty.

## 10. **Additions, Changes & Cancellations**

10.1 Applications for additional Services or request for changes to be made to existing Services must be given to us in writing. Charges may be imposed for additions, changes and cancellations.

10.2 If you cancel the Services after our Email Acceptance and before the RFS date, you shall be liable to pay us the Early Termination Charges.

10.3 If you cancel the Services after the RFS date, and at any time during the Minimum Period of Services, you shall be liable to pay us the Early Termination Charges.

## 11. **Relocation**

If we relocate any Services due to your request for relocation which is subject to the outcome of our site survey of the Premises, you must pay us our prevailing relocation Charges.

## 12. **Ending and Suspending the Services**

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 45 days' written notice to the other party.

12.2 If you give us notice to terminate the Services during the applicable Minimum Period of Services, you must immediately pay us the Early Termination Charges.

12.3 If the Services or this Agreement are/is terminated pursuant to paragraph 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 Services, 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 any Unauthorised Act) to our Network or any third party's networks or systems or our provision of the Services, or defraud us, or are likely to create imminent harm or are abusive to our personnel; or

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 7 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 or our account manager 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 Services after you have paid for any reinstallation, restoration or re-connection Charges and reimbursed us for our reasonable costs in suspending 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 which we may have leased or rented to you in respect of the Services, in good condition. We will be entitled to charge you (i) all costs incurred in repossessing or acquiring replacement for any such Equipment which you have failed to return to us; and/or 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 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 against all claims, damages, losses, liabilities, reasonable costs and expenses resulting from your use of the Services, your negligence, omission, act or breach of this Agreement.

#### 13.2 **Changes to this Agreement**

13.2.1 We may from time to time change any of these 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.

#### 13.3 **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 authority, war, national emergency, accident, fire, lightning, equipment failure, cyber-attacks (including any type of offensive manoeuvre that targets computer information systems, infrastructure, computer networks or personal computer devices), computer software or software malfunction (including due to malicious software programmes), interception of online communication, identity theft, electrical power failure, faults, interruption or disruption of the Network or the networks of other Service Providers or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees), epidemics of infectious diseases or acts of terrorism.

13.3.2 In addition:

13.3.2.1 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

13.3.2.2 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 one-time charge and monthly recurring charges as agreed between you and us in the application form and our Email Acceptance.

13.4.2 "**Early Termination Charges**" means the aggregate of the monthly recurring charges for the remainder of the unfulfilled Minimum Period of Service and Third Party Charges.

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

13.4.4 "**NGN**" refers to the next generation national info-communication infrastructure provided by a third party.

13.4.5 "**Premises**" means the property bearing the Service Address which is connected to the Network.

13.4.6 "**RFS**" means ready-for-service.

13.4.7 "**Services**" refers to Internet Protocol based broadband communication services, using Multi-Protocol Label Switching as the core network protocol and any value-added services provided by StarHub Ltd (Reg. No. 199802208C).

13.4.8 "**Service Address**" refers to the address of the Premises at which we agree to provide the Services to you. Where the Services are connected through NGN, the address must be registered as a correct, existing and valid unit address within the Premises and cannot be an open area or space within the Premises.

13.4.9 "**Third Party Charges**" means any and all amounts that may be imposed on us by any third party arising from and/or in connection with the early termination of the Services and/or this Agreement.