

**STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS**  
**IP TRANSIT SERVICES (STARHUB IP EXCHANGE – SiX)**

These are our Service Specific Terms & Conditions for IP Transit Services (StarHub IP Exchange – SiX), 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 in Singapore.

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 If you wish to subscribe to the Services, you must (at your own cost) procure and maintain a local/international leased circuit connection for the purposes of interconnecting your network to our StarHub IP Exchange (SiX) Network, over which the Services are to be provided. We will not be liable for any Service failure, interruption or performance issues:

1.4.1 if there is any failure to procure and/or maintain the local/international leased circuit connection; and/or

1.4.2 caused by or in connection with the local/international leased circuit connection.

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

**2. Providing the Service**

2.1 In addition to paragraph 1.5 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 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.

2.2 When we accept your application form, we will notify you of the commencement date for the provision of the Services and this date will be known as the ready for service ("**RFS**") date. The RFS date will be specified in our application form. We will use our commercially reasonable endeavours to

meet the RFS date and shall not be liable if the RFS date is not met due to events outside our control, including any third party's act and/or omission. We reserve the right to change the RFS date without liability.

- 2.3 If we are unable to provide the Services by the RFS date, then you must either:
- 2.3.1 cancel that part of the Services which we are unable to provide by the RFS date, without being liable to pay any cancellation Charges; or
  - 2.3.2 accept that part of the Services which we are ready to provide, and pay for the same at our prevailing rate(s).

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

- 2.4 If you request to defer the provision of the Services to a date after the RFS date we originally agreed to, you will be liable to pay a reservation fee at our prevailing rate(s). Additionally, where the Services are connected through NGN, your request for deferment shall be deemed an early termination of the Services and you shall be liable to pay us the Early Termination Charges and Third Party Charges.
- 2.5 If you cancel your application for the Services after the RFS date, your cancellation shall be deemed an early termination of the Services and you shall pay us the Early Termination Charges and Third Party Charges regardless of whether the Services are connected through NGN.
- 2.6 If you cancel your application for the Services before the RFS date, you shall pay us our prevailing cancellation Charges, which shall be 100% of our prevailing one-time installation Charges of the Services, Equipment and/or ancillary items ("**Installation Charges**"), regardless of whether or not such Installation Charges were waived or discounted. In addition, where the Services are connected through NGN, if you cancel your application for the Services before the RFS date, your cancellation shall be deemed an early termination of the Services and you shall pay us the Early Termination Charges and Third Party Charges.
- 2.7 If you request a change of the circuit terminating point (for example, a change in the Service Address), such a request will be deemed to be a relocation of the Services and be subject to our prior written approval. If we agree to effect the change, you shall pay our prevailing relocation Charges. In addition, where the Services are connected through NGN, you cannot relocate any part of the Services and any such relocation request shall be deemed an early termination of the Services and you shall pay us the Early Termination Charges and Third Party Charges.

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

- 3.1 The initial Minimum Period of Service for the Services is 24 continuous months (or such other period as may be agreed by us and stated in the application form) from the commencement date as determined in accordance with paragraph 4.1 below where the Services are connected through NGN. If the Services are connected through other means, the Minimum Period of Service is 12 continuous months (or such other period as may be agreed by us and 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 60 days' written notice of termination prior to the expiry of the then current period.
- 3.2 Upon the expiry of the initial Minimum Period of Service, either party may give the other party at least 30 days' written notice of renewal prior to the expiry of the prevailing Minimum Period of Service to renew the Minimum Period of Service for a successive term of 12 continuous months (or such other period as may be stated in the application form).
- 3.3 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.

- 3.4 If we agree to any changes to the Services as requested by you (including any upgrade of the Services) or the renewal of the Services, we are entitled to require the Minimum Period of Service to be 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 particulars of the Services set out in the application form, subject to our written agreement and your payment of the prevailing administrative fee. If there is such change, the subscription Charges payable and the particulars of the Services will be amended accordingly. For the avoidance of doubt, you will continue to be liable for the payment of such revised subscription Charges pursuant to paragraph 9.1 below.
- 5.3 The Services depends on the interconnection between your network and our StarHub IP Exchange (SiX) Network via the local and/or international leased circuit connection (as may be applicable). However, the Services do not include the provision of our local and international leased circuit connection. You shall be solely responsible at your own cost and expense (i) to procure and maintain the local and/or international leased circuit connection subscription (as may be applicable) with us; and (ii) for providing all equipment, hardware, software, and power supply necessary to connect to and use the Services.
- 5.4 In addition, you acknowledge and agree that unless we otherwise agree in writing, we are not responsible for providing any support, whether technical or otherwise, to any of your networks which are connected to or used in conjunction with the Services.
- 5.5 You acknowledge and agree that availability of the Services is subject to:
- 5.5.1 availability of resources, including network availability and our area of coverage at the time at which the Services are requested or delivered;
  - 5.5.2 geographic and technical capacity of our Network and of our delivery systems at the time at which the Services are requested or delivered; and
  - 5.5.3 provisioning time for the Services. Such provisioning time will be determined or changed by us in our discretion without liability to you.

#### 6. **Using the Services**

- 6.1 You are responsible for ensuring your applications, equipment, 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 Service or network failure or performance issues resulting from 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 In addition to paragraphs 6.1 to 6.2 above, you must obtain our prior written approval before connecting the Services to any private or public network whatsoever or making any changes to your network configuration.
- 6.5 Any IP addresses allocated by us to you in connection with the Services will remain our sole property and you will have no right or title to such addresses. We reserve the right to withdraw or change any of such IP addresses at any time.
- 6.6 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 6.6.

## 7. **Deposit**

- 7.1 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 of the deposit to offset any outstanding amounts you owe us.
- 7.2 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.
- 7.3 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.

## 8. **Your Responsibilities**

- 8.1 You are responsible for the use of the Services under your account(s) and for any Content stored or disseminated through your account(s).
- 8.2 You must not use or allow any part of the Services to be used:
  - 8.2.1 to transmit or post any Content which may be defamatory, offensive, indecent, objectionable or illegal, or which may cause annoyance, harassment, irritation, inconvenience or anxiety to anyone. This includes transmitting or posting junk mail, "spam", chain letters, solicitations (commercial or non-commercial) or distributing mail to any party who has not given permission to be included in the distribution;
  - 8.2.2 to transmit or post any Content which may give rise to civil liability or otherwise violate any applicable laws, rules or regulations;
  - 8.2.3 to transmit any Content that contains viruses, worms, trojan horses, time bombs, cancelbots or any other harmful, damaging or destructive programs;

- 8.2.4 to make or attempt any unauthorised access to any part or component of the Services, the Network or any third party systems or networks to which you can connect through the Services directly or otherwise;
  - 8.2.5 to disrupt the various networks that are connected to the Services or violate the regulations, policies or procedures of such networks;
  - 8.2.6 to collect and/or disseminate information about others or their email addresses without their consent;
  - 8.2.7 for any fraudulent, illegal or improper purposes or to violate anybody's rights or in any way which may affect other users' enjoyment of or access to any Service or cause annoyance, harassment, irritation, inconvenience or anxiety to anyone;
  - 8.2.8 in any manner or for any purpose which may constitute a violation or infringement of the rights of any party including their intellectual property or confidentiality rights; and
  - 8.2.9 to be resold or otherwise provided to third parties without our prior written consent, whether for profit or not.
- 8.3 You agree that:
- 8.3.1 all Content stored, transmitted or made available via the Services, are the sole responsibility of the person from which such Content originated;
  - 8.3.2 we will not be liable in any way for any third party Content, products or services which you may access, store, use or acquire via the Services;
  - 8.3.3 you are solely responsible for all Content that you store, transmit or make available via the Services or on any website;
  - 8.3.4 we do not control any third party Content, products or services which you may access, store, use or acquire through the Services and we do not endorse or guarantee the accuracy, reliability, integrity, legality or quality of such Content, products or services;
  - 8.3.5 by using the Services, you may be exposed to third party Content that may be defamatory, offensive, indecent, objectionable or illegal;
  - 8.3.6 we may, at our discretion, remove or modify any Content (which you store, transmit or make available via the Services or on any website) that we may deem to be defamatory, offensive, indecent, objectionable or illegal or may have infringed any party's intellectual property rights, without notice to you;
  - 8.3.7 we may, at our discretion, deny access to or remove any third party Content, products or services that we may deem to be defamatory, offensive, indecent, objectionable or illegal or may infringe/have infringed any party's intellectual property rights, without notice to you; and
  - 8.3.8 in addition to paragraph 8.3.7 above, we may, at our discretion, remove, modify, suspend or terminate any third party Content, products or services which you may access, store, use or acquire via the Services, without notice to you, and we will not be liable to you or any third party.
- 8.4 In using the Services, you may have stored, transmitted, posted or made available Content via the Services. You represent that you have obtained all necessary authorities, licences, permits and rights for such Content. You are solely responsible to determine if it is necessary for you to obtain, and for obtaining, such authorities, licences, permits and rights to use the Content.
- 8.5 **You will be solely responsible for making back-up and archival copies of all Content stored or disseminated via the Services. We will not, in any event, be responsible to you**

**or any other parties for any loss, corruption, destruction or alteration of any such Content.**

**9. Paying for the Services**

- 9.1 You are liable to pay a recurring subscription Charge for the Committed Bandwidth/Burstable Bandwidth and Excess Usage Charges (where applicable), at the prevailing prescribed rate(s). You must pay the first month's recurring subscription Charge in advance. You will be billed for subsequent recurring subscription Charges at monthly intervals or such intervals as we may decide.
- 9.2 Billing and payment disputes that may be raised by you will be treated in accordance with our Business General Terms & Conditions.

**10. Additional Charges**

- 10.1 If you report a fault and either no fault is found or we determine that the fault is not due to our Network, installation or configuration, then you must (if required):
- 10.1.1 pay us a fee for the fault report at our prevailing rate; and
  - 10.1.2 reimburse us for all other costs (including labour and transport charges) incurred by us for attending to your request.
- 10.2 Any request for relocation of the Services is subject to paragraph 5.5 above and to our absolute discretion. If we relocate any Service, you must pay us our prevailing relocation Charges. Where the Services are connected through NGN, paragraph 2.7 shall apply.

**11. Liability**

- 11.1 The Services (including any installation or support Service) are provided on an "as is" and "as available" basis. You agree that you use the Services or rely on any Content obtained through the Services at your sole risk. To the fullest extent allowed by the law, we do not give any assurances, guarantees, or warranties, either express or implied, in relation to such Services or Content. In addition, we will not be liable for any delay or failure to provide the Services, or any interruption or degradation of the quality of the Services which may arise from 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;
  - 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 provided to you;
  - 11.1.9 any third party's service, equipment, software, network or facility; and/or
  - 11.1.10 any other cause that is beyond our control, including a failure of or defect in any equipment, the failure of an incoming or outgoing communication, and the inability of communications to be connected, completed, or forwarded.

- 11.2 Specifically, we do not warrant:
- 11.2.1 that the Services will not cause any harm to your applications, equipment, hardware, software, networks or Content;
  - 11.2.2 the accuracy, reliability or quality of any Content obtained through the Services; and
  - 11.2.3 that the Services and access to them are error-free, secure, 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 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 set out in paragraphs 11.3 to 11.4 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 (a) your preceding 12-months' Charges applicable to the Services in question or (b) S\$10,000/-.
- 11.6 The exclusions of liability above do not apply to any liability for death or personal injury resulting from our negligence or to any liability which cannot be lawfully excluded or restricted under the Unfair Contract Terms Act (Cap. 396).
- 11.7 The relevant Affiliate providing the Services or carrying out the actions set out in this Agreement shall be responsible for its acts or omissions.
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 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 and Third Party 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 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 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 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 or terminated 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, all sums due, accruing due or payable to us in respect of the Services, up to the date of termination (including late payment Charges) will, upon the termination, become immediately due and payable to us.
- 12.8 In addition to paragraph 12.6 above, we reserve the right to charge you our prevailing reactivation Charges for reactivating any suspended or terminated 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 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 **Conclusiveness of Records**

13.2.1 In the absence of fraud or manifest error, subject to paragraph 2.3.3 of our Business General Terms & Conditions, all our records relating to the Services are conclusive evidence of their accuracy and completeness.

### 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, 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.

13.3.2 In addition:

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

### 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 "**Burstable Bandwidth**" means your bandwidth usage of the Services as determined by us from the collection of traffic data samples collected periodically over a calendar month. Such samples are rearranged by size from smallest to largest, with the top 5% discarded. The next highest sample is the 95th percentile peak utilisation. Using this approach, the input and output directions of your bandwidth usage are determined. The higher of these two values will then be the chargeable bandwidth unit (in megabits per second). If the bandwidth usage exceeds the Committed Bandwidth, then you will be liable to pay the Excess Usage Charges for each megabit per second that exceeds the Committed Bandwidth.

13.4.2 "**Committed Bandwidth**" means the bandwidth which you have committed to use, as stated in the application form for the Services.

13.4.3 "**Early Termination Charges**" means the aggregate of the monthly recurring Charges for the remainder of the unfulfilled Minimum Period of Service.

13.4.4 "**Excess Usage**" means, in relation to the Burstable Bandwidth, the excess bandwidth usage that your bandwidth usage exceeds the Committed Bandwidth.

13.4.5 "**Installation Charges**" shall have the meaning set out in paragraph 2.6.

- 13.4.6 "**NGN**" refers to the next generation national info-communication infrastructure provided by a third party.
- 13.4.7 "**Premises**" means the property bearing the Service Address which is connected to the Network.
- 13.4.8 "**RFS**" shall have the meaning set out in paragraph 2.2.
- 13.4.9 "**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.
- 13.4.10 "**Services**" refer to the IP Transit Service (StarHub IP Exchange - SiX) and any value-added Services provided by StarHub Ltd (Reg. No. 199802208C) and/or the relevant Affiliate from time to time. Where the Services are connected through NGN, certain third party's terms and conditions may apply in addition to these terms and conditions and such third party's terms and conditions shall supersede these terms and conditions.
- 13.4.11 "**the Relevant Parties**" shall have the meaning set out in paragraph 11.3.
- 13.4.12 "**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.