

## STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS

### PREMIER PACK FOR CROSS-CARRIAGE CUSTOMERS (BUSINESS)

#### I. Service Specific Terms & Conditions

- I.1 These are StarHub's Service Specific Terms & Conditions for Cross-Carriage Customers who subscribed for our Premier Pack, 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.
- I.2 The Terms & Conditions: These Service Specific Terms & Conditions, together with the Business General Terms & Conditions (available at <https://www.starhub.com/about-us/legal-notices-and-terms/terms-and-conditions/business.html>), Premier Pack Specific Terms & Conditions, and other Service Specific Terms & Conditions form the terms of the contract between you, the customer, and us, StarHub (collectively the "**Terms & Conditions**"). You agree to use the Services in accordance with the Terms & Conditions and our policies, guidelines, instructions, notices and directions as may be prescribed by us from time to time.
- I.3 Capitalised terms: Unless the context otherwise requires, all definitions and expressions used in these Terms & Conditions shall have the same meaning as the definitions and expressions used in the Business General Terms & Conditions.
- I.4 This paragraph I.4 sets out how certain words and phrases are used in these Terms & Conditions:
- I.4.1 "**Activation Date**" refers to the date on which the Equipment is provisioned or activated for you to access the Services and receive the PP Content.
- I.4.2 "**Cross-Carriage Agreement**" refers to the Cross-Carriage Agreement between StarHub and SPL.
- I.4.3 "**Cross-Carriage Customers**" or "**You**" refers to business customers whose application to be provided with the Service has been accepted by StarHub, and in relation to which access to and use of the Service has not been suspended or terminated for any reason whatsoever.
- I.4.4 "**Equipment**" refers to the set-top box and any other equipment, software or device provided by SPL (or any person other than StarHub) to you, through which you may access and use the Service.
- I.4.5 "**Premier Pack**" refers to the subscription package comprising Hub Premier Channels 1 to 4 that you subscribe to in order to access the PP Content on or through SPL Platform and the Equipment.
- I.4.6 "**PP Content**" refers to any and all material, content, channels, or programmes relating to the Premier League Season 2022/2023 comprised in the Hub Premier Channels under the Premier Pack, which constitute Qualified Content, and any and all other material, content, channels or programmes as StarHub may in its sole discretion select and designate to be broadcast or transmitted by StarHub together with the foregoing for Cross-Carriage Customers.
- I.4.7 "**Premises**" refers to the property or individual unit (in a multi-unit or multi-storey building/apartment block) bearing the Service Address, which is owned or occupied by you to receive the Services.
- I.4.8 "**Qualified Content**" shall have the meaning ascribed to it under the Code of Practice for Competition in the Provision of Telecommunication and Media Services (issued pursuant to the Info-communications Media Development Authority Act 2016).
- I.4.9 "**Services**" refers to any information and communications services, media services, technology services, or any other services which we provide to Cross-Carriage Customers like you to access the PP Content, on or through SPL Platform and the Equipment.

- 1.4.10 “**Service Address**” refers to the address at which we agree to provide the Services.
- 1.4.11 “**SPL**” refers to SingNet Pte Ltd, a company incorporated in Singapore with its registered address at 31 Exeter Road, Comcentre, Singapore 239732.
- 1.4.12 “**SPL Platform**” refers to platform, network or medium owned and operated by SPL, on or through which the PP Content is cross-carried by SPL in accordance with the Cross-Carriage Agreement and made available to you.
- 1.4.13 “**SPL TV Service**” refers to the subscription television service provided by SPL to its customers.

## **2. Eligibility**

- 2.1 **Business customers only:** You can subscribe for the Services if you are a company, business, partnership or organisation incorporated or registered with the Accounting and Corporate Regulatory Authority of Singapore (ACRA) or such equivalent authority in your country of incorporation or registration.
- 2.2 **SPL TV Service:** You must be a subsisting subscriber of SPL TV Service, and the Premises must be provisioned to receive SPL TV Service.
- 2.3 **Outstanding accounts:** At the time of application, you must not have any outstanding accounts with us that are due and owing to us. StarHub reserves the sole and absolute discretion to determine your entitlement to the Services and may reject any application.
- 2.4 **Standalone basis:** For clarity, you may opt to subscribe to our Premier Pack on a standalone basis provided that you are a subsisting subscriber of SPL TV Service.
- 2.5 In the event any such criterion has not been satisfied or ceased to be satisfied, we may choose to suspend and/or refuse to provide Services to you at any time at our discretion.

## **3. Premier Pack For Cross-Carriage Customers (Business) Terms & Conditions**

- 3.1 Premier Pack has a minimum period of service of 24 months (or a longer period depending on the package subscribed), which commences on the Activation Date (“Minimum Period of Service”). In the event of any termination of the Premier Pack during the Minimum Period of Service, you will be liable to pay an early termination Charge.
- 3.2 The early termination Charge is calculated based on the remainder of the Minimum Period of Service multiplied by the monthly subscription charge for Premier Pack.
- 3.3 You acknowledge and agree that:
  - 3.3.1 the PP Content provided under the Services is made available to you over SPL Platform and through the use of the Equipment, and in this regard your ability to use and access the Services, and the quality of the PP Content, is dependent on the performance of SPL Platform and the Equipment, which are outside the control of StarHub; and
  - 3.3.2 if you are using Equipment which are only able to receive content in “Standard Definition” format, you will not be able to access certain PP Content / channels which are in “High Definition” format; and
  - 3.3.3 the installation and/or maintenance of any Equipment does not form part of the Service and StarHub is under no obligation to provide any of the same.
- 3.4 Restriction of Use and Access

- 3.4.1 Public exhibition of the PP Content is not allowed and an application for a commercial public screening license is required if the PP Content is to be exhibited under any of the following conditions:
- (a) Sponsoring (including but not limited to brand exposure for third parties) or other association rights.
  - (b) The payment of an entry fee collected for the screening of the PP Content.
  - (c) The generation of revenues or other commercial purposes (including but not limited to the sale of food and beverages).
- 3.4.2 You understand that the exhibition or viewing of PP Content is only permitted at the Service Address only and StarHub reserves the right to disable your access to the PP Content if we determine that any use, whether by you or another person, is a breach of these Terms & Conditions.
- 3.4.3 You may only access the PP Content on or through SPL Platform and the Equipment in Singapore.
- 3.4.4 You acknowledge that your right to view or to exhibit the PP Content is subject to the terms and conditions of the contract entered between StarHub and licensor for the rights to the PP Content and the Cross-Carriage Agreement.
- 3.4.5 You agree to access the PP Content in accordance with all applicable laws, rules and regulations including restrictions on the use of the content set out therein.
- 3.4.6 You agree not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use content and information contained on or obtained from or through the subscription of Premier Pack.
- 3.5 You represent, warrant and covenant that:
- 3.5.1 you shall fully comply with any and all reasonable instructions from StarHub relating to the Services and/or access to the PP Content; and
  - 3.5.2 you shall receive and exhibit the PP Content on or through SPL Platform and the Equipment located at the Service Address only; and
  - 3.5.3 you shall exhibit the PP Content in their entirety without any cuts, alterations, deletions, modifications or superimpositions, including all titles, credits, logos and copyright notices; and
  - 3.5.4 you shall not, for any purpose whatsoever, alter, delete, modify, edit, supplement or circumvent any PP Contents or any part thereof in any manner whatsoever, including the insertion of crawlers, “squeezes”, on-screen identifications or advertisements either immediately before, during or after the exhibition of any of the PP Content or matches; and
  - 3.5.5 you shall not charge any payment or fee (such as admission fee), direct or indirect, for the viewing or exhibition of the PP Content at the Service Address; and
  - 3.5.6 you shall not appoint any sponsors or suppliers, or carry out or authorise any sponsorship activities for or in connection with the viewing or exhibition of the PP Content, or otherwise permit any commercial brands to be associated with the screening of the Content or any event at which the viewing or exhibition takes place; and
  - 3.5.7 you shall be responsible (at its own costs) for procuring and maintaining all requisite consents, licenses, permits and rights for the exhibition of the PP Content at the Service Address.
- 3.6 In the event of any change to the Service Address, you must inform us of the new Service Address as soon as possible.

- 3.7 In the event your account with SPL for SPL TV Service is suspended or terminated, you will continue to be liable and charged for your subscription to the PP Content, until the subscription is terminated following your notice to StarHub that you wish to terminate the subscription. An Early termination Charge shall apply if you give us notice that ends during the applicable Minimum Period of Service.
- 3.8 In addition, and without prejudice, to our other rights to terminate as set out in paragraph 11 of the Business General Terms & Conditions and paragraph 2.5 of these Terms and Conditions, we may suspend or terminate the Agreement immediately by notice in writing to you (without being required to make any payment, compensation or damages to you) in the event that:
- 3.8.1 we are no longer required under the direction issued by the Infocomm Media Development Authority of Singapore or any applicable law to provide the PP Content to you; or
  - 3.8.2 we are acting in compliance with any requirement of any relevant regulatory authority or law enforcement body; or
  - 3.8.3 you breach any of the terms and conditions or warranties of the Agreement; or
  - 3.8.4 you provide incorrect, false, inaccurate or incomplete information to us.
- 3.9 You shall be entitled to terminate the Agreement by giving us prior written notice of at least 1 month for such purpose, provided that if you give us notice that ends during the applicable Minimum Period of Service, you will be liable to pay an early termination Charge.
- 3.10 Upon the termination of the Agreement for any reason:
- 3.10.1 your right to access and use the Services shall cease on and from the date of termination; and
  - 3.10.2 all sums accruing, due or payable by you to us under the Agreement up to and including the date of termination shall immediately become due and payable to us.
- 3.11 The suspension or termination of your access to and use of the Services shall not affect the rights of StarHub or your obligations under any other agreement to us thereunder.

#### **4. Disclaimer**

- 4.1 You may, through Premier Pack, obtain or rely on certain apps, information, products or services which are supplied by third parties. We do not provide the apps or third party information and do not represent or warrant the accuracy, correctness, completeness or timeliness of such third party information.
- 4.2 To the extent permitted by applicable law, StarHub shall not be liable to you in any way whatsoever for any loss, damages or costs, whether in contract or tort (including negligence or breach of statutory duty) or otherwise arising out of or in connection with the Agreement or your access to or use of the Services and the PP Content.
- 4.3 We shall not be liable or responsible in any way whatsoever for any failure or inability on your part to access the Service or PP Content due to or arising (solely or partially) from any failure or fault in SPL Platform or any Equipment.
- 4.4 We make no warranty as to the ability or continued ability of the Service to function and/or inter-operate with any Equipment, and/or the availability of or the uninterrupted access to the Service or any PP Content, or that any errors or faults will be rectified.

#### **5. General**

- 5.1 You acknowledge that the Services are provided, managed and carried out solely by StarHub (and/or its authorised agents or representatives) to you, and notwithstanding any term in the Agreement, StarHub

is not, and shall not be construed or deemed to be providing, managing or carrying out the Services as an agent or representative of SPL.

- 5.2 Unless otherwise specified, all promotions and plans set out herein are valid and available at the rates stated until such date as determined by us. We may from time to time suspend, terminate or change any of these Service Specific Terms & Conditions and/or the Services (whether in whole or in part) (including pricing and promotions) at our sole and absolute discretion, at any time, without prior notice and without any liability to you. All amendments shall be posted on our website and shall take effect from the date that they are so posted. Your continued use of the Services will be taken as acceptance thereof.