

STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS

ROUTER SERVICE

These are our Service Specific Terms & Conditions for StarHub Router 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 Service

- 1.1 In order to subscribe to the Service, you must have an existing subscription of StarHub Internet, internet protocol ("IP") circuit, or leased circuit services.
- 1.2 We do not provide standalone Service and will only offer and make available the Service to you concurrently with our Internet, IP circuit or leased circuit services.
- 1.3 We will provide the Service stated in the application form as may be agreed by us from time to time.
- 1.4 You must, at all times, provide us with such information as may be necessary or desirable for us to provide you with the Service.
- 1.5 We will not be liable for any Service failure, interruption or performance issues arising from the Internet, IP circuit, and/or leased circuit connection that you have procured.
- 1.6 We may choose not to accept your application at our discretion.

2. Providing the Service

- 2.1 In addition to paragraphs 1.1 and 1.6 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 1.4 above;
 - 2.1.3 we determine that we are unable to provide the Service due to any reason;
 - 2.1.4 you fail to provide us reasonable access to the Premises; or
 - 2.1.5 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 Service or for the installation, operation and maintenance of the Service.
- 2.2 When we accept your application form for the Service, we will notify you of the commencement date for the provision of the Service 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 we reserve the right to change the RFS date without liability.
- 2.3 If we are unable to provide the Service by the RFS date, then you may either:
 - 2.3.1 cancel that part of the Service 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 Service 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 Service by the RFS date. We have no further liability to provide the Service by the RFS date.

- 2.4 If you request to defer the provision of the Service 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).
- 2.5 If you cancel your application for the Service 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 Service ("**Installation Charges**"), regardless of whether or not such Installation Charges were waived or discounted.
- 2.6 We are responsible for the Service including the rental of the Router to you. The point of demarcation for such responsibility is up to the Router. We will not be responsible for any fault or issue that occurs beyond the Router in your network. Where facilities and/or resources are provided by you, we will not be responsible for any fault or issue that occurs arising from such facilities and/or resources. During Service activation, we will reasonably endeavour to ensure that the standard configuration for routing, NAT and access control list submitted to and accepted by us has been implemented in the Router. Request for additional configuration requirement will be reviewed and we will inform you if we would accept such request. Such request, if accepted, may incur additional one-time charge.
- 2.7 You must notify us in writing if we have failed to implement the configuration you have submitted to us and which we accepted. We will correct our failures that have been brought to our attention at our own cost. The foregoing shall constitute our sole liability and your exclusive remedy for such failures.
- 2.8 Our business hours are from 9 am to 6 pm, Mondays-Fridays (excluding Saturdays, Sundays and public holidays). You may request for installation or relocation works to be carried out outside our business hours. In such a case, we shall impose an additional one-time charge ("**Non-Working Hours Charge**") based on our prevailing after-office hours installation Charge. This Non-Working Hours Charge will still be imposed if you cancel or postpone an appointment less than 2 hours from the scheduled appointment time, or if you fail to grant us access or be present at the scheduled appointment time for our FE or contractors to carry out the necessary works.
- 2.9 Service acceptance is either:
 - 2.9.1 actual acceptance by you; or
 - 2.9.2 if no actual acceptance is given by you, deemed acceptance when we inform you that the provisioning is complete and you have not, within 2 days of us informing you, rejected the Service in writing on the basis that the Service does not meet the specifications.

3. **Minimum Period of Service**

- 3.1 The initial Minimum Period of Service for the 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 Service will be renewed automatically on a monthly basis.
- 3.2 In computing whether or not you have fulfilled the Minimum Period of Service, any period for which the Service is suspended or ceased will not be counted. If the Service is 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 Service as requested by you (including any upgrade to the Service) or renewal of the Service, we are entitled to require the Minimum Period of Service to be re-

commenced from the date the Service is changed or renewed. An upgrade to the Service is not permitted if the remaining Minimum Period of Service is more than 6 months.

4. Duration of Service

- 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 you have terminated the Internet, IP circuit, or leased circuit connection or you have terminated the Service in accordance with the provisions of this Agreement.
- 4.3 If you do renew or re-contract the Service, we may require that you change any existing Router that you are using, or allow us to update or upgrade it as may be required.
- 4.4 Promotion rates are applicable for a limited period of time only. At the end of the applicable Minimum Period of Service, the promotional rates shall not apply and the rates shall revert to our prevailing rates (i.e. non-promotional rates) for the renewals. Please contact your StarHub account manager early for renewals.

5. Scope of the Service

- 5.1 We will provide the Service to you according to the particulars set out in the accepted 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 After the initial set up, you may request for non-material changes (including a change in the configuration of your set-up) in the Service from time to time through our StarHub business helpdesk. We will review each request and inform you if we would accept such request. If your request is considered to be outside the standard configuration scope, such request would be chargeable and subject to our prevailing Charges.
- 5.3 We will rent to you the Router as part of the Service. You shall be responsible for the Router in your possession and shall provide the appropriate space and power supply for the same. Any lost or damaged Router shall be chargeable and such Charges shall be borne by you. You may contact our technical service support helpdesk if you face any hardware issues on the Router.
- 5.4 You acknowledge and accept that the performance of the Service is dependent and conditional on the performance of the Internet, IP circuit, or leased circuit connection that you use in relation to the Service.
- 5.5 If there is a reported faulty Router, subject to our supporting hours, our FE will endeavour to restore the Service, which may be carried out the next business day. The Internet, IP circuit, or leased circuit connection (as the case may be) must be working properly before the FE can commence work on the restoration of the Service.

6. Additional Charges

- 6.1 Should you require any additional functional features in the Service, you will need to submit a change management request to our StarHub business helpdesk. We will inform you whether or not we accept your request, and whether any change in Router, on-site support or remote configuration would be necessary to meet your request. Such request would be subject to our prevailing Charges.
- 6.2 If you encounter performance issues in relation to the Service, you may inform us via our StarHub business helpdesk. We will then arrange for on-site support where we consider necessary and each occasion of on-site support will be subject to our prevailing Charges.

- 6.3 We will determine whether an on-site support is required based on the change request and reported issues relating to the Service. Additional on-site support requests are subject to our prevailing FE professional Charges as may be prescribed by us from time to time. A site survey may be required if the request requires our further evaluation. We will use our commercially reasonable endeavours to meet the date requested by you.
- 6.4 You may relocate your Service. Your existing contract will continue. You may contact our StarHub business helpdesk for relocation.
- 6.5 For Parallel Relocation, you will have to ensure that an Internet, IP circuit, or leased circuit connection has been set up at the new premises. We will relocate your Router to the new premises once the new connection is activated and you have provided us with such relevant information to do so (including the new IP Address).
- 6.6 If you do not have an Internet, IP circuit or leased circuit connection at the new premises during the Minimum Period of Service or if you wish to terminate the Services due to any delay in the provisioning of the Internet, IP circuit, or leased circuit connection, this shall constitute termination of existing Services and our early termination Charges shall apply.
- 6.7 Charges for professional services (such as complex router set-up and configuration that requires additional resources) and other similar services are project-based and will be based on our prevailing Charges or fixed Charges and all expenses incurred by us in connection with them.

7. **Early Termination Charges**

- 7.1 Early termination Charges will be applicable if the Service is terminated, reduced or downgraded after the Service has been successfully provisioned and before the Minimum Period of Service expires. The early termination Charges comprise:
- 7.1.1 the aggregate of the monthly recurring Charges (including rental charges, where applicable) for the remainder of the unfulfilled Minimum Period of Service; and
- 7.1.2 where relevant, any and all amounts that may be imposed on us by any third party arising from and/or in connection with the termination, reduction or downgrade.

8. **License Agreement**

- 8.1 You and your users agree to be bound by the end-user license agreement ("**EULA**") of any third party vendors whose hardware or software forms part of the Service ("**Provider**"). By signing up and using the Service, you are deemed to have accepted in full the terms of the Provider's EULA, and any amendment or updates thereafter. You may request a copy of the EULA from your account manager. If you do not accept the terms, we are unable to provide the Service to you.

9. **Liability**

- 9.1 The Service (including any installation or support Service) is provided on an "as is" and "as available" basis. You agree that you use the Service or rely on any Content obtained through the Service 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 Service or Content. . The entire risk as to the quality, selection and performance of the Service is with you. You agree that no vendor can assure complete security and nothing in this Agreement or elsewhere shall be construed to imply a security guarantee or assurance. You further acknowledge the nature and volume of malicious and unwanted electronic content, undesirable data or software and unauthorised users (e.g. hackers). You accept that we do not warrant that the Service or any part of it (i) will be complete, free from errors or interruptions; (ii) will detect and/or address any or all malicious code, threat, or vulnerability (including security threat or vulnerability), or (iii) will keep your network or computer systems

completely secure, free from intrusions, security breaches, unauthorised access, vulnerabilities, viruses, malicious or unwanted electronic content.

- 9.2 The manufacturer's warranty (if any) will be voided and we will bear no responsibility if the Service, or the Router upon which the Provider's software is authorised to be used (i) has been altered, except by the Provider or its authorised representative, (ii) has not been installed, operated, repaired, updated to the latest version, or maintained according to instructions supplied by the Provider, (iii) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (iv) is licensed for beta, evaluation, donation, free, trial, testing or demonstration purposes or is provided without us charging a service fee.
- 9.3 To the maximum extent permitted by law and notwithstanding anything to the contrary stated in the Agreement, we, our Affiliates and the Providers are not liable under any contract, negligence, tort, strict liability, infringement or other legal or equitable theory for any loss of use of the Service or any damages of any kind, whether direct, special, incidental or consequential (including damages for loss of goodwill, loss of profit, loss of opportunity, loss or damage related to use of the Service in connection with high risk activities, de-installation and installation fees and costs, damage to personal or real property, work stoppage, computer failure or malfunction, computer security breach, computer virus infection, loss of information or data contained in, stored on, or integrated or bundled with any Service) resulting from the use of the Service, even if we, our Affiliates and/or the Providers have been advised of the possibility of such loss or damages. Our entire liability and your sole and exclusive remedy is the repair, replacement or refund of the defective or non-conforming Service as determined by us.

10. Ending the Service

- 10.1 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 10, this Agreement or the Services hereunder may be terminated by either party giving at least 30 days' written notice to the other party. If you have subscribed for the Service under a promotion, and you terminate any other Services that we have provided to you under that promotion, we will also terminate the Service. However, if the Service is still within the Minimum Period of Service, early termination Charges will apply.

11. Other Legal Matters

11.1 Changes to this Agreement

11.1.1 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.

11.2 Meanings

This paragraph 11.2 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

11.2.1 "EULA" shall have the meaning set out in paragraph 8.1 above.

11.2.2 "FE" refers to field engineer.

- 11.2.3 "**Installation Charges**" shall have the meaning set out in paragraph 2.5.
- 11.2.4 "**IP**" shall have the meaning set out in paragraph 1.1 above.
- 11.2.5 "**Network Address Translation**" ("**NAT**") means IP addresses that we provided to allow the Router to translate IP addresses. That way, many computers can share a few public IP addresses. The Router translates between the public and the private IP addresses.
- 11.2.6 "**Non-Working Hours Charge**" shall have the meaning set out in paragraph 2.8 above.
- 11.2.7 "**Parallel Relocation**" refers to a method of relocation that involves using the existing connection simultaneously with the new connection to the new location, until the relocation is completed.
- 11.2.8 "**Premises**" means the property bearing the Service Address, which is owned or occupied by you and is connected to the Network.
- 11.2.9 "**Provider**" shall have the meaning set out in paragraph 8.1 above.
- 11.2.10 "**RFS**" shall have the meaning set out in paragraph 2.2 above.
- 11.2.11 "**Router**" refers to the customer premise router rented out by us under this Agreement installed or to be installed at the Premises and which you use to obtain StarHub Internet, or IP or leased circuit services.
- 11.2.12 "**Service Address**" refers to the address of the Premises at which we agree to provide the Services to you.
- 11.2.13 "**Service**" refers to the Router rental, management and support services provided by us. Management of the Router is not part of the Service when (i) it is used with leased circuit connections such as Ethernet Leased Line and Super Direct Service; or (ii) the Router is self-managed by you (as stated in the application form or as subsequently agreed in writing).
- 11.2.14 "**Wide area network**" refers to telecommunications network or computer network that extends over a large geographical distance. Wide area networks are often established with Internet, IP circuits and/or leased circuits connections.