

## STARHUB'S WHOLESALE TERMS & CONDITIONS

### ABOUT THESE WHOLESALE TERMS & CONDITIONS

These are our general terms and conditions for wholesale contracts with our business customers ("**Wholesale Terms & Conditions**"). Together with (a) the applicable Service Specific Terms & Conditions and (b) any other terms and conditions otherwise agreed between you and us in writing, they form the terms of the contract between you and StarHub for all the products and services you subscribe for from time to time.

### CONFLICT OR INCONSISTENCY

If there is any conflict or inconsistency between any provision of these Wholesale Terms & Conditions, the applicable Service Specific Terms & Conditions and any other terms & conditions otherwise agreed between us in writing, the documents shall be construed in the following order of precedence:

- (i) any other terms and conditions otherwise agreed between you and us in writing;
- (ii) the applicable Service Specific Terms & Conditions; and
- (iii) these Wholesale Terms & Conditions.

In the event such construction fails to resolve the conflict or inconsistency, such conflict or inconsistency will be resolved in our favour.

If there is any inconsistency between different versions of the Wholesale Terms & Conditions and/or any applicable Service Specific Terms & Conditions, the most recent version on our website will prevail.

1. How you can Subscribe for our Services ..... 2

2. Duration of Each Service ..... 2

3. Equipment and Facilities ..... 2

4. Commissioning Tests ..... 4

5. Paying for the Services ..... 4

6. Cash Deposit or Bank Guarantee ..... 7

7. Your Obligations and Warranties ..... 8

8. Service Level Guarantees ..... 8

9. Suspension ..... 8

10. Liability ..... 9

11. Ending the Services and Addressing Breaches of this Agreement ..... 9

12. Other Legal Matters ..... 10

**1. How you can Subscribe for our Services**

- 1.1. You may at any time, request for us to provide a Service by submitting a duly completed and signed Service Application Form to us. Such a request will be binding on both ourselves and you upon the execution of the Service Application Form and the Service will be governed by the terms of this Agreement.
- 1.2. You may submit your Service Application Form to us electronically in accordance with our standard processes, and such request will be binding upon our written acceptance of the Service Application Form. We may notify you of such acceptance by electronic transmission.
- 1.3. We may refuse to provide Services at our discretion. If we have made available any of the Services to you, we will be deemed to have accepted your request even if (a) we have not given any written acceptance to you or executed the Service Application Form; or (b) you have not actually used the Services.
- 1.4. Either we or our Affiliates may perform any of our obligations or exercise any of our rights under this Agreement.

**2. Duration of Each Service**

- 2.1. The term of each Service shall commence on the Start Date and end upon the expiry of the Initial Period.
- 2.2. Upon the expiry of the Initial Period, the term for the provision of the Service will be automatically renewed on a monthly basis unless either we or you give the other party at least one (1) month's written notice of the intention to terminate the Service upon expiry of the notice period.

**3. Equipment and Facilities**

- 3.1. Unless we agree otherwise, you shall obtain and maintain at your own costs all necessary equipment and facilities necessary to access and use the Services. You agree and undertake:

- 3.1.1. to connect only equipment that has been approved by us or that is type-approved by the Regulatory Authority or any party authorised by the Regulatory Authority to do so, and which meets the relevant standards;
  - 3.1.2. to maintain and manage the facilities and equipment to minimise disruption of the Services and where any disruption to the Services is caused by or attributable to the facilities or equipment, to take such measures to restore the Services as soon as practicable;
  - 3.1.3. to maintain at your own expense suitably qualified and sufficient employees and to use such premises and facilities, to enable you to perform your obligations under this Agreement; and
  - 3.1.4. to obtain our prior written approval before connecting any equipment to our telecommunication systems or equipment except where we have announced that such approval is not required or where the equipment has been type-approved by the Regulatory Authority or party authorised by the Regulatory Authority.
- 3.2. Where we place or otherwise provide any equipment or facilities at your premises (collectively referred to as the "**StarHub Equipment**"), you agree and undertake to:
- 3.2.1. provide a suitable place and conditions for the StarHub Equipment including any necessary power supply;
  - 3.2.2. facilitate the entry and exit by us or our personnel to the premises where the StarHub Equipment is located;
  - 3.2.3. maintain the StarHub Equipment in good condition, fair wear and tear excepted and prevent any modification, change or re-location of the StarHub Equipment unless you have our prior written consent;
  - 3.2.4. be responsible for the security and safe use of the StarHub Equipment;
  - 3.2.5. be responsible to ensure that all other equipment, facilities or software used is compatible and may properly function and operate with the Services or StarHub Equipment which we may provide under this Agreement;
  - 3.2.6. comply with such instructions, notice or directions issued by us or the Regulatory Authority in relation to the installation, use or operation of the StarHub Equipment; and
  - 3.2.7. abide by such other terms and conditions that may be imposed by us in relation to the StarHub Equipment or enter into other arrangements for the provision of StarHub Equipment as we may require.
- 3.3. You acknowledge and agree:
- 3.3.1. that the StarHub Equipment belongs to us (or our licensors), and that nothing in this Agreement transfers any title or ownership in the StarHub Equipment to you;
  - 3.3.2. you have a limited, non-exclusive, non-transferable licence to use the StarHub Equipment for the duration of the term of this Agreement, only to the extent necessary for receiving the Services provided by us. Such licence shall automatically terminate upon the expiry or termination of this Agreement (whichever occurs first);
  - 3.3.3. the risk in the StarHub Equipment shall transfer to you upon delivery of the StarHub Equipment to your premises until such time that the StarHub Equipment is returned to our possession; and

3.3.4. you shall ensure that your insurances shall be sufficient to cover any loss or damage caused to the StarHub Equipment.

**4. Commissioning Tests**

- 4.1. Before providing the Services, we will conduct Commissioning Tests as we deem appropriate and upon successful completion of such Commissioning Tests, we will deliver a Service Report to you.
- 4.2. You shall notify us if there is any Fault within five (5) Business Days of our delivery of the Service Report to you.
- 4.3. If you do not notify us of any Fault in accordance with paragraph 4.2, you will be deemed to have accepted the relevant Service on the date of the Service Report.
- 4.4. If you notify us of a Fault in accordance with paragraph 4.2, we will use all reasonable endeavours to rectify the Fault and on such rectification we will deliver a further Service Report to you in relation to that Service.

**5. Paying for the Services**

5.1. **You have to pay for certain Services.** You have to pay the Charges in accordance with this paragraph 5.

5.2. **How we calculate the Charges.** All Charges will be calculated based on our records.

5.2.1. **Recurring Charges:** If there are recurring Charges, they shall accrue from the Acceptance Date and may be invoiced monthly in advance, unless we inform you otherwise. The full Charges shall apply for each month or any part thereof.

5.2.2. **Currency:** Invoices are due and payable in Singapore Dollars and you shall bear all costs and losses arising from currency exchange in order to effect payment to us in Singapore dollars. Any Charges quoted in US dollars or other foreign currency, as we may agree in our discretion, shall be invoiced in Singapore dollars calculated based on the published IMF exchange rate for that currency as at date of our invoice.

**5.3. How to Pay**

5.3.1. **Payment methods:** You may pay, at your own cost, by GIRO, your credit/debit card, cheque, banker's draft or cashier's order to us or electronic transfer directly to our nominated account(s) as we may notify you. All your payments must be without counterclaim and free and clear of any withholding or deduction and accompanied by such information as may be reasonably required by us to properly allocate payments received.

5.3.2. **Third party payment:** If a third party agrees to make payment for the Services provided to you, the StarHub bill is paid by a consenting third party Bank Account Holder (as defined in paragraph 5.9.1), and/or the StarHub bill is paid by a consenting third party Cardholder (as defined in paragraph 5.10.1), we will not take instructions from any such third parties, and will only take instructions from you, including payment instructions and Services you have subscribed to. You will continue to be responsible to ensure the Charges are paid on time.

5.3.3. **When charges are due:** You must pay all invoiced amounts within thirty (30) calendar days from the date of the invoice. If the amount due to us as stated in the invoice or any part thereof remains unpaid after the due date, we reserve the right to charge you administrative fees and/or interest on the sum that remains unpaid at the rate of three (3%) per annum above the Singapore's average of prime or equivalent lending rate as published in the Singapore Business

Times on the day of the default in payment, both before and after judgement. You must also pay (a) all sums due under any other agreements or accounts you have with us; and (b) all legal, administrative and other costs we incur in relation to recovering payment from you of all amounts due.

#### 5.4. **Taxes and withholding**

5.4.1. You shall be responsible for all taxes, duties, levies, and other similar charges (and any related interest and penalties) ("**Taxes**"), arising out of or in connection with the Services, including prevailing GST and any tax which you are required to withhold or deduct from your payments to us. This does not include any income tax imposed on us by the Inland Revenue Authority of Singapore. If Taxes are required to be paid, you shall pay such Taxes to ensure that we receive a net amount equal to the amount which we would have received had the payment not been made subject to such Taxes.

#### 5.5. **Other payment matters**

5.5.1. We shall be entitled to apply your payments towards any outstanding amount for any Service as we deem appropriate and to withhold or deduct any payment due from us to you against any outstanding Charges. In addition, we shall be entitled to apply payment made by you towards any outstanding amount due to us or our Affiliates, including StarHub Cable Vision Limited, StarHub Mobile Pte Ltd, StarHub Internet Pte Ltd and StarHub Online Pte Ltd. in such manner, priority, order and proportion as we may decide. If you have more than one account with us or our Affiliates, we may transfer any credit balance under one account to settle outstanding amounts due under another account. Any such application or allocation will override any application or allocation selected by you.

5.5.2. We may, at our discretion, authorise our Affiliates to issue bills and collect payment of Charges and moneys on our behalf.

5.5.3. Any change in your billing details (including billing address, billing addressee and identity of the third party (if any) making payment for the Services provided to you) must be notified to us in writing at least 1 month in advance. If you do not so notify us, we shall be entitled to rely on the previous billing details and you cannot rely on any change in billing details as a reason for objection under paragraph 5.6 below.

5.5.4. Unless otherwise stated, all quoted Charges and prices are in Singapore dollars and inclusive of prevailing GST.

5.6. **Disputed bill:** This paragraph sets out what you should do if you do not agree with any Charge contained in a bill.

5.6.1. Please inform us of your reasonable objections in writing within fourteen (14) calendar days of your receipt of the invoice.

5.6.2. The notice provided by you must specify: (a) the reasons why the invoice is disputed; (b) the amount in dispute; and (c) any written records supporting your dispute.

5.7. Even if there may be a disputed amount, you shall still be liable to make payment on the portion of the invoice that is not in dispute, in accordance with this Agreement.

5.8. Upon resolution of the dispute, if you are found to be liable for the payment disputed, you will be responsible to pay the amount due together with compensation for costs we have incurred in relation

to recovering the amount from you (including our litigation and collection expenses) and interest calculated according to paragraph 5.3.3.

- 5.9. **GIRO:** If you choose to make payment by GIRO, the following paragraphs will apply:
- 5.9.1. **Information given by you:** The information given by you for recurring payment of bills by GIRO will supersede all relevant information relating to you or the nominated bank account holder ("**Bank Account Holder**") in our systems.
  - 5.9.2. **GIRO Arrangement:** By setting up recurring payments by GIRO, the Bank Account Holder and you agree to us debiting the relevant bank account for all charges billed to the relevant account as nominated. This arrangement will continue to be in effect until you notify us in writing to terminate it, or until we receive a notification from the Bank Account Holder's bank ("**Bank**"). We reserve the right to terminate this payment arrangement at any time in our discretion.
  - 5.9.3. **New Applications:** For approved new application for payment by GIRO, this authorisation will take effect from your next billing cycle. You agree to pay for any current outstanding balance via other payment methods until the GIRO arrangement takes effect.
  - 5.9.4. **Unsuccessful GIRO Deduction:** If we are unable to make the deduction or settlement with the Bank for any reason whatsoever, you shall remain liable to us for the Charges under the account(s) associated with the payment code(s) / account number(s) on the application for GIRO arrangement. Further, we will not be liable to you or any nominated Bank Account Holder(s) for any Bank Charges incurred on the bank account as a result of our deductions as authorised herein.  
  
We are not liable for any surcharges/fees imposed by the bank for unsuccessful deductions from the designated GIRO bank accounts. Hence, please maintain sufficient funds in your bank account for the GIRO deductions to avoid any administrative or late charges.  
  
In the event of unsuccessful GIRO deduction by the Bank, the Bank Account Holder shall contact the Bank for further clarification.
  - 5.9.5. **Termination of GIRO arrangement:** The GIRO arrangement will be terminated if the deduction is unsuccessful (a) on a repeated basis for two (2) consecutive billing cycles with the same rejection reason from the Bank each time; or (b) due to suspension, termination or closure of the bank account.
- 5.10. **Recurring Credit Card Payment Arrangement:** If you choose to make payment by a Recurring Payment Arrangement (as defined below), the following paragraphs will apply:
- 5.10.1. **Information given by you:** The information given by you for recurring payment of bills by credit/debit card (the "**Recurring Payment Arrangement**") will supersede all relevant information relating to you or the nominated credit/debit card holder ("**Cardholder**") in our systems.
  - 5.10.2. **Recurring Payment Arrangement:** By signing up for the Recurring Payment Arrangement, you and the Cardholder agree to us debiting the relevant credit/debit card for all Charges billed to the relevant account as nominated. This Recurring Payment Arrangement will continue to be in effect until you notify us in writing to terminate it, or we receive a notification from the Cardholder's card issuing bank. We reserve the right to terminate the Recurring Payment Arrangement at any time in our discretion.

5.10.3. **New Applications:** For approved new applications, this authorisation will take effect from your next billing cycle. You agree to pay any current outstanding balance via other payment methods until the Recurring Payment Arrangement takes effect. If you send an application form to us by email, you are responsible for ensuring the security of the application form in transmission and we shall have no liability in respect thereof.

5.10.4. **Unsuccessful deduction:** If we are unable to make the deduction or settlement with the Bank for any reason whatsoever, you shall remain liable to us for the Charges under the account(s) associated with the payment codes(s) / account number(s) / identification number on the Recurring Payment Arrangement application. Further, we will not be liable to you or the Cardholder for any Charges incurred on the credit/debit card as a result of our deductions as authorised herein.

In the event of unsuccessful recurring credit/debit card deduction by the Bank, the Cardholder shall contact the Bank for further clarification.

5.10.5. **Termination:** The Recurring Payment Arrangement will be terminated if the deduction is unsuccessful (a) on a repeated basis for two (2) consecutive billing cycles with the same rejection reason from the Bank each time; or (b) due to suspension, termination or expiry of the relevant credit/debit card, stolen credit/debit card or closure of bank account.

5.11. **Cheque Payment:** If you choose to make payment by cheque and this is returned or rejected by the bank, you will have to pay us a processing fee (inclusive of GST).

5.12. **Changing or stopping payment methods:** If you wish to change or stop your payment method, this will only take effect from the next billing cycle. If you wish to stop payment by GIRO or by credit/debit card, you must notify your bank and us before the termination. If your card is lost, stolen, expired or terminated, you must also inform us in writing immediately. The termination of these forms of payment will only be effective when the message referring to the GIRO or credit/debit card deduction is no longer reflected in your bill. You must make payment for any outstanding amounts in cash, cheque or bank draft immediately together with any administrative fees and/or processing fee (inclusive of GST) for any failed transaction. We can terminate any recurring payment at any time.

5.13. **Liability:** You use the recurring bill payment arrangement by GIRO or credit/debit card at your sole risk. To the fullest extent allowed by law, we do not give any assurances, guarantees, or warranties, either express or implied, in relation to such recurring bill payment arrangements. We will not be liable for any loss, cost, delay, error, neglect or omission in facilitating the payment under such recurring bill payment arrangement by GIRO or credit/debit card, or any unsuccessful payment.

## 6. Cash Deposit or Bank Guarantee

6.1. We may require you to place a deposit as security for the performance of your obligations to us. We may, in our discretion, allow you to provide us with a bank guarantee in a form and issued by a bank acceptable to us in lieu of the deposit.

6.2. We may require the amount of the deposit or the guaranteed sum under the bank guarantee to be increased from time to time, before we provide or continue to provide any Services to you.

6.3. If you fail to perform any of the obligations in this Agreement, we may forfeit your deposit entirely or demand payment of the entire guaranteed sum under the bank guarantee. If any part of the deposit or bank guarantee is forfeited or enforced, you must (at our option) provide a further deposit or furnish a further bank guarantee for the amount that is forfeited or enforced.

- 6.4. If there is any amount of your deposit remaining when the relevant Service(s) are terminated and all other amounts payable by you have been paid, we will refund the balance to you without interest.
- 6.5. The deposit and/or bank guarantee does not affect our other rights against you, including the right to terminate any Service if you do not make payments when due.

**7. Your Obligations and Warranties**

This paragraph describes your obligations to us if you wish us to provide the Services.

- 7.1. You agree and undertake to:
  - 7.1.1. obtain and maintain, at your own expense, all relevant licences, permissions, waivers or permits required to operate and use the Services and to comply with all applicable laws, regulations, standards and codes;
  - 7.1.2. not use the Services for any unlawful or improper purposes or to violate the rights of any other party;
  - 7.1.3. continue to be responsible for and pay all Charges relating to the period of any temporary suspension, interruption or loss of Services whether or not due to your request or default, and pay any disconnection and/or re-connection Charges;
  - 7.1.4. take all reasonable steps to prevent fraudulent, improper or illegal use of the Services;
  - 7.1.5. not to resell a Service or appoint any other reseller in relation to a Service without our prior written consent, where you and we have agreed that you are the end user of that Service; and
  - 7.1.6. be fully responsible for any use of the Services whether such use is for your own purposes, for resale or for the provision of services to other parties.
- 7.2. You warrant and represent that you are duly incorporated and licensed to provide information and communications services under the laws of Singapore and that you have full authority and consents to enter into and observe this Agreement.

**8. Service Level Guarantees**

- 8.1. If any of the Services has a Service Level Guarantee, and if the Service fails or if we fail to meet an agreed delivery date for starting the Services or we do not comply with the Service Level Guarantees, you agree that the compensation provided under the Service Level Guarantee represents a reasonable pre-estimate of all your losses. We shall have no further liability to you for the failure or non-compliance.
- 8.2. Your rights to compensation shall solely be as set out in the applicable Service Level Guarantee and you agree to any limits on such compensation as set out in the applicable Service Level Guarantee.

**9. Suspension**

- 9.1. We may temporarily suspend any or all of the Services by giving notice to you, whether written or otherwise, (a) for operational reasons; (b) for event(s) of emergency; (c) if you fail to make payment; (d) if you fail to remedy a breach (other than failure to pay) within the timeframe given by us; or (e) in the event of an imminent harm (such as interruption, disruption or congestion) to the StarHub network, our personnel or the provision of the Services. We will try to restore the affected service as quickly as we can or when you remedy a default, by such means as we deem appropriate.



9.2. We may suspend any or all of the Services with prior written notice if there are legal proceedings or a dispute under paragraph 12.10 or if you fail to make payment in accordance with paragraph 5.

9.3. We shall not be liable to you for any claim, action, proceeding, loss or damage suffered by you as a result of the suspension.

## 10. **Liability**

This paragraph sets out our obligations to you in providing the Services.

10.1. Other than any Service Level Guarantee that may be provided by us in relation to a specific Service, the Services are provided to you on an "as is" and "as available" basis. You agree that you use the Services or any information obtained thereunder 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 information.

10.2. 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 other service providers whose network is connected to our network, all companies owned (whether directly or indirectly, wholly or in part) or controlled (wholly or in part) by us or any such service provider, 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.

10.3. Neither we nor any of the Relevant Parties is liable for any special, incidental, indirect, consequential, or punitive damages, losses, costs or expenses, including loss of profit, revenue, business and anticipated savings, even if caused fraudulently, wilfully, recklessly, maliciously or negligently.

10.4. If any of the exclusions set out in this paragraph 10 does not apply, our aggregate liability in any twelve (12)-month period will not exceed the lower of (a) your preceding twelve (12) months' Charges applicable to the Services in question; or (b) S\$1,000,000 (one million Singapore dollars). For clarity, these limits on liability also apply to liability under a Service Level Guarantee.

10.5. Specifically, we are not responsible for and do not endorse any third party content, information, services or products which you or any other party may access, use or acquire through the Services. We will not be responsible for and shall not be liable to you or any other party for any loss or damage caused by or as a result of such third party content, services or products whether accessed through or used with the Services.

10.6. 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. **Ending the Services and Addressing Breaches of this Agreement**

11.1. Unless the terms for the Services you are using are different, and subject to paragraph 11.2 below, we or you may terminate this Agreement or any of the Services under this Agreement at any time during the Initial Period by giving the other party at least three (3) month's prior written notice without assigning any reason.

- 11.2. If you give us notice that ends during the Initial Period or if we terminate any of the Services or the Agreement pursuant to paragraphs 11.3 to 11.5 below, you shall pay the prorated Charges for the rest of the Initial Period or such other charges as may be applicable. You agree and accept that such payments are liquidated damages and not a penalty for early termination. You shall be liable to pay for all Services rendered to you by us, up to and including the date of termination. In computing whether or not you have complied with the Initial Period for a particular Service, any period for which that Service is suspended will not be counted.
- 11.3. Either we or you ("**the first Party**") may immediately terminate this Agreement or any of the Services by written notice to the other party ("**the other Party**") if:
- 11.3.1. the other Party commits a material breach of any of its obligations and fails to remedy such breach within thirty (30) calendar days of receiving written notice of such breach from the first Party; or
- 11.3.2. the other Party becomes insolvent or bankrupt or is wound up, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver over its business or assets, or becomes the subject of any proceedings relating to insolvency or the protection of creditors' rights in any jurisdiction relevant to that party.
- 11.4. We shall be entitled to immediately terminate this Agreement or any Service upon one (1) day's written notice if you fail to make payment of any Charge in accordance with paragraph 5.
- 11.5. Upon termination of this Agreement, we will cease to be liable to provide any of the Services further and you shall pay immediately all outstanding Charges for all Services until the date of termination in accordance with this Agreement. Any equipment belonging to us shall be returned on the date of termination, otherwise we may either (a) enter your premises for the sole purpose of recovering our equipment without further liability to you and you shall be liable to us for all related expenses incurred; or (b) to charge and recover from you the costs of the same.
- 11.6. The termination of this Agreement will not affect any accrued rights or remedies of either party against the other party.

12. **Other Legal Matters**

12.1. **Indemnity**

You must indemnify us, including our Affiliates, employees, directors and agents, 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.

12.2. **Intellectual Property**

- 12.2.1. Any and all StarHub Intellectual Property will continue to belong to us or our licensor(s). This includes intellectual property rights in all documents, drawings and information supplied by us. You may not copy, disclose or use such documents without our prior written consent, except for the purposes for which they were supplied.
- 12.2.2. In addition, you may not use or permit anyone to use our trade marks or service marks without our prior written consent, even if such marks have not been registered.
- 12.2.3. You must indemnify us and our Affiliates, employees, directors and agents, in full against all liability or loss arising directly or indirectly from, and all reasonable costs, charges and expenses

incurred in connection with, any claim, action, suit or demand suffered by us as a result of any use, misuse or infringement by you of any of the StarHub Intellectual Property.

**12.3. Transferring this Agreement**

You may not assign, novate or transfer any of your rights and/or obligations under this Agreement without our prior written consent. We may assign, novate and/or transfer all or part of our rights and/or obligations under this Agreement to any party and will give you notice of this.

**12.4. Matters beyond our Control**

12.4.1. 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, civil commotion, national emergency, acts of terrorism, accident, fire, flood, drought, explosion, sabotage, embargo, 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 malfunction (including due to malicious software programmes), interception of online communication, identity theft, electrical power failure, faults, interruption or disruption of the network of other service provider(s) or of your equipment or the equipment of any third party, riot, strike, lock-out, industrial dispute (whether or not involving our employees) or epidemic of infectious diseases.

12.4.2. In addition, some of 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 such Services or if you cannot access or use the Service.

**12.5. Communications**

12.5.1. Unless otherwise agreed, all notices, demands, requests and other communications made (collectively "**Notices**") shall be in writing and in the English language. Notices shall be sent or delivered to the address of the recipient shown on the first page of this Agreement or such other address as the intended recipient shall notify the sender in writing. Notices to us shall also be copied to General Counsel at [generalcounsel@starhub.com](mailto:generalcounsel@starhub.com).

12.5.2. Notices will be deemed received:

- (a) in the case of hand delivery, on the day of delivery and upon written acknowledgement of receipt; and
- (b) in the case of pre-paid post, registered mail or courier, within three (3) days for local mail or ten (10) days for overseas mail, of such mailing or dispatch. In proving such receipt, it shall be sufficient to show that the envelope containing the Notice was duly addressed, stamped and posted/ delivered.

For avoidance of doubt, the timing for notification shall be deemed to commence only from the successful receipt of hand delivery, pre-paid post, registered mail or courier, whichever is applicable. Except for what is stated in paragraph 1.2, notices sent via email shall not be sufficient.

**12.6. No Waiver**

- 12.6.1. If either party does not exercise or enforce or delays the exercise or enforcement of any of its rights under this Agreement, that party will not be considered to have waived such rights, and that party's rights to fully exercise and enforce the same will not be affected.
- 12.6.2. Any waiver shall be in writing and signed by the waiving party. Where the waiver is given by us, it should also be copied to StarHub General Counsel.

**12.7. Confidential Information**

You must not use or disclose to any person any information (other than information that is or has become publicly available) relating to any of the Services or us which you obtain from us or our agents in connection with this Agreement and the Service, except to the extent necessary to comply with law, court order or any regulatory authority.

**12.8. Entire Agreement, Severability and No Third Party Right**

- 12.8.1. This Agreement contains the whole agreement between you and us with respect to the Services you subscribe for, and there are no other agreements or terms, oral or written, express or implied, which govern the provision by us of the Services.
- 12.8.2. If any part of this Agreement is invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed to be modified to the extent of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall not be affected.
- 12.8.3. Save for our Affiliates, third parties cannot enforce this Agreement under the Contracts (Rights of Third Parties) Act (Cap. 53B).
- 12.8.4. We may from time to time change any of the Wholesale Terms & Conditions, Service Specific Terms & Conditions and/or any other applicable terms and conditions for the Services you subscribe for and you shall be bound by such amended terms and conditions. We will notify you of such changes through written notice, electronic mail, or by posting on our website at [www.starhub.com](http://www.starhub.com), 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 any Service after such notice shall be deemed as acceptance of the changes.

**12.9. Relationship**

- 12.9.1. Nothing in this Agreement constitutes a relationship of employer and employee, principal and agent, partnership or joint venture between ourselves and you. You acknowledge that you do not have authority to enter binding agreements of any nature or make any representations or warranties on our behalf. You agree not to misrepresent such authority to any party.

**12.10. Applicable Laws**

- 12.10.1. This Agreement is governed by Singapore law. Our provision of the Services is subject to the Act as well as the Relevant Restrictions.
- 12.10.2. Both you and we irrevocably submit to the non-exclusive jurisdiction of the Singapore courts for any legal proceedings relating to this Agreement. Either party may also refer any dispute to the Small Claims Tribunal. If we agree with you that arbitration would be an appropriate forum, we may jointly refer the dispute for arbitration.

## 12.11. Interpretation

12.11.1. The headings of the terms and conditions in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.

12.11.2. In this Agreement unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words which are gender neutral or gender specific include each gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate and a government Agency;
- (e) a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing;
- (f) a reference to a paragraph, Party, Schedule or Annex is a reference to a paragraph of this Agreement, and a Party, Schedule or Annex to this Agreement and a reference to this Agreement includes a Schedule and Annex to this Agreement;
- (g) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by law judgement, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that law as amended, consolidated or replaced;
- (h) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it;
- (i) a reference to a party to a document includes that party's successors and permitted assigns;
- (j) an agreement on the part of two or more persons binds them jointly and severally; and
- (k) a reference to an agreement, other than the Agreement, includes an undertaking, agreement or legally enforceable arrangement or understanding, whether or not in writing.

12.11.3. Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.

12.11.4. This Agreement or any provision herein, shall not be adversely construed against a party simply because this Agreement was drafted or provided by such party.

**12.12. Meanings**

This paragraph 12.12 sets out how certain words and phrases are used in this Agreement.

**What these words mean in this Agreement**

"Acceptance Date"	the date on which you accept or are deemed to accept a Service in accordance with paragraph 4.3.
"Act"	the Telecommunications Act or as applicable, the Info-communications Media Development Authority Act 2016 (No. 22 of 2016), as well as any applicable subsidiary legislation, rules or regulations, all as may be changed from time to time.
"Affiliate"	any related or associate company of StarHub Ltd including their successors, assigns, employees and agents.
"Agreement"	the agreement between you and us comprising the Wholesale Terms & Conditions, the Service Specific Terms & Conditions, and any other terms and conditions otherwise agreed between you and us in writing.
"Bank"	shall have the meaning set out in paragraph 5.9.
"Bank Account Holder"	shall have the meaning set out in paragraph 5.9.
"Business Day"	all days excluding Saturdays, Sundays and public holidays in Singapore.
"Cardholder"	shall have the meaning set out in paragraph 5.10.
"Charges"	charges payable by you for the relevant Service, including (where applicable) installation, connection, re-connection, usage, cancellation charges as set out in the Service Order and other related charges such as administrative, maintenance, field engineering, upgrading, downgrading, or relocation charges (if any) payable for a Service in accordance with our prevailing tariff tables or price plans.
"Commissioning Tests"	the tests to be carried out as described under paragraph 4.
"Confidential Information"	<p>means any and all information that is confidential in nature and identified as such that is disclosed, furnished or communicated (if in writing, machine readable form, text, drawings, photographs, graphics, designs, plans or any other form whatsoever) by or on behalf of the disclosing party to the receiving party through the receiving party's directors, officers, employees, representatives, or agents in connection with this Agreement. Confidential Information shall not include any information that:</p> <ul style="list-style-type: none"> <li>(a) is or becomes publicly available without breach of this Agreement;</li> <li>(b) was previously in the possession of the receiving party and which was not acquired from the disclosing party as evidenced by written records;</li> </ul>

	(c) a party lawfully receives without any obligation of confidentiality from a third party;
	(d) is independently developed by the receiving party; or
	(e) is required to be disclosed by law or regulation.
"IMDA"	Info-communications Media Development Authority of Singapore, its successors and/or assigns.
"Initial Period"	in relation to a Service, the duration for which that Service may be subscribed, as set out in the relevant Service Order.
"Notices"	shall have the meaning set out in paragraph 12.5.
"Fault"	a defect, fault or impairment in a Service which causes a disruption in the provision of the Service.
"Recurring Payment Arrangement"	shall have the meaning set out in paragraph 5.10.
"Regulatory Authority"	IMDA, its successors and/or assigns.
"Relevant Parties"	shall have the meaning set out in paragraph 10.2.
"Relevant Restrictions"	any directives, order or codes of practice of the Regulatory Authority, the terms and conditions of the licence granted to StarHub under the Act, and any restrictions imposed upon StarHub by any other telecommunications operator.
"Service(s)"	specific telecommunication service(s) supplied by us to you as set out in the Service Order.
"Service Application Form"	the application form containing a request made by you to us for the provision of telecommunications service and/or equipment.
"Service Level Guarantee"	a guarantee or warranty agreed between us and you in writing prescribing the quality or standard of a specific service.
"Service Order"	the Service Application Form that is duly accepted by us, the format of which may be modified by us from time to time.
"Service Report"	a written notification by us to you that the Commissioning Tests have been successfully completed or that the Service is ready, as the case may be.
"Service Specific Terms & Conditions"	the specific terms and conditions that we impose in respect of any particular Service, which are set out on our website ( <a href="http://www.starhub.com">www.starhub.com</a> ) or in the press, manuals and handbooks accompanying the use of equipment and/or Service, or any other adhoc promotional material for the Service and/or customer loyalty programs relating thereto, and any other terms and conditions which you and we may agree in writing governing the use of equipment and/or Service.
"StarHub Equipment"	shall have the meaning set out in paragraph 3.2.
"StarHub Intellectual Property"	all copyrights, patents, trademarks, tradenames, logos, service marks and other intellectual property or proprietary rights in or

related to us, any Service, our network, system, Software or Equipment.

"Start Date"	date of commencement of the Service as set out in the Service Report under paragraph 4, or such other date as we may agree in writing.
"StarHub", "us" or "we" or "our"	StarHub Ltd or any of its Affiliates providing the particular Service or carrying out the specific activity (which exact entity may be changed by us), and includes their successors, assigns, employees and agents.
"Taxes"	shall have the meaning set out in paragraph 5.4.
"the first Party"	shall have the meaning set out in paragraph 11.3.
"the other Party"	shall have the meaning set out in paragraph 11.3.
"Wholesale Terms & Conditions"	shall have the meaning set out in the preamble.
"you" or "your"	the person who uses or intends to use the Services (including his or its successors and permitted assigns) and anyone appearing to us to be acting with that person's authority or permission.

Any decision to be made by us or actions that we may take in this Agreement may be made at our sole discretion.