

## STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS

### BUSINESS WIRELESS BROADBAND (4G)

These are our Service Specific Terms & Conditions for Business Wireless Broadband (4G) Service ("**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. **Service**

- 1.1. The Service is meant for customers with light usage like email, web surfing and point-of-sales transaction for their day-to-day business needs and uses a shared connection over our 4G mobile network. The Service is not suitable for applications such as video streaming, peer-to-peer streaming or downloading as such activities will cause congestion to the Network and affect other customers using the Service. If customers require heavy traffic usage or all-day video surveillance, a fixed broadband will be more appropriate for their use. You will determine whether to subscribe to the Service and will use it at your sole risk.
- 1.2. Unlimited usage for the Service applies only to the "Business Wireless Broadband 4G Unlimited" plan and is subject to the Fair Usage Policy.

#### 2. **Providing the Service**

- 2.1. The commencement date for the provision of the Service which you have indicated in the application form shall be known as the ready for service ("**RFS**") date. However, the provisioning lead-time and delivery of the Service is subject to prevailing network coverage, Service availability and availability of all relevant resources. The general provisioning lead-time of the Service (calculated from the following working day after we have accepted your application of the Service) is approximately 7 working days. 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. Unless for reasons stated in this paragraph, our RFS date shall not be more than 1 month from our date of acceptance of your application of the Service. We may not accept any application or order from you with a requested deferred RFS date of more than 1 month from the date of our receipt of your application or order. We reserve the right to change the RFS date without liability.
- 2.2. The Service is offered on a best-effort basis, up to the subscribed bandwidth with no service level assurance ("**SLA**"). In addition to paragraph 4.1 below, the Service is dependent on the prevailing 4G mobile coverage at the Service Address and Premises and the relocated service address and/or premises. The Service is provided on an "as is" and "as available" basis.
- 2.3. If you withdraw or cancel an application after it has been accepted by us but before the activation of the Service, a cancellation Charge (refer to order cancellation Charges) shall be imposed. However, you may cancel a part of the Service which we may be unable to provide without being liable to pay any cancellation Charges if the order has lapsed more than 10 working days after the RFS date and this shall constitute our entire liability and your sole and exclusive remedy for the matter. If you accept that part of the Service which we are ready to provide, you shall be deemed to have accepted the Service and shall have no further claims against us for our failure to provide the Service before the RFS date.
- 2.4. Actual data transfer speeds are affected by various factors including our overall mobile network traffic, performance and configuration of your devices and computers, type of data accessed, location of the router, total number of users buildings (for example, structure, layout, walls, blind-spot areas), basements, underpasses and weather conditions. The foregoing factors may differ if the Service is relocated to a different Service Address and/or Premises. We do not warrant or give any guarantee on data transfer speed or any other aspect of the Service. To the fullest extent allowed by law, we do not give any assurances, guarantees, or warranties, either express or implied, in relation to the provision

STARHUB'S SERVICE SPECIFIC TERMS AND CONDITIONS  
BUSINESS WIRELESS BROADBAND (4G)

and/or use of the Service (including without limitation the accessibility, reliability or accuracy of the Service) and the performance and/or condition of the network. There is no SLA and service compensation for the Service.

- 2.5. You may request for the Service with 1 static IP address. You may subscribe to our default APN, and we will issue you with a static IP. Alternatively, you may subscribe to a Corporate APN with its range of IP addresses, and a corresponding Switched-Ethernet ("**SWE**") service so that the traffic from the router is directed to your desired destination IP address. There will be separate charges on the Corporate APN and SWE services.
- 2.6. For the Dynamic IP Package, DHCP & NAPT will be enabled with dynamic IP address. For the Static IP package, DHCP & NAPT will be disabled with static IP address.
- 2.7. We are responsible for providing the network connection up to the wireless router provided by us. The device should be within reach of an electrical power source to be provided by you. During Service activation, we will test the connectivity and show you that the connectivity is active before handing over the Service to you. The Service shall be deemed accepted after it has been shown that the connectivity is active.
- 2.8. Our business hours are from 9am to 6pm, Monday-Friday (excluding public holidays). You may request for installation or relocation works to be carried out outside our business hours. In such case, we shall impose an additional one-time Charge of S\$248.40 (with 8% GST) per order/ circuit, or such other Charge as we may notify you from time to time. This 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 field engineers ("**FE**"), representatives, agents and/or contractors to carry out the necessary works.
- 2.9. We are not able to support any third party services or equipment which you may connect to the router. You will need to engage your own IT vendor to set up, maintain and troubleshoot any issues related to the third party equipment and/or services. We will not be able to assist in providing any support to your third party equipment and/or services or configuration on the router to support your third party equipment and/or services. If the router is to be replaced (e.g. due to router fault or obsolescence), you should arrange for your third party service provider to be present with our FE (or representative, agent and/or subcontractor) when he is on-site to reconfigure the third party services to connect to the new router to avoid any disruptions to your operations. We will not be liable for any charges, losses and/or damages which may result from the router replacement.
- 2.10. We provide the rental of wireless router/hardware as part of the Service. You shall be responsible for the hardware in your possession. You shall house and use the hardware according to the device user guide given to you and our instructions. Replacement for loss and/or damage to the hardware is chargeable (refer to replacement of lost or damaged hardware Charges). You may contact our technical service support helpdesk if you face any hardware related issues.
  - 2.10.1. You have the option to manage the router yourself. In such an instance, please request for the router password to be released to you (in the "Router Password Managed by" section of the application form). Our FE (or representative, agent and/or subcontractor) will provide you the password during the installation.
  - 2.10.2. You may also choose not to use the StarHub-issued router. In this case, we will not be able to configure your router or provide support for any issue related to it. You will be solely responsible for the management of the router.

**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 2.1 above. Upon the expiry of the initial Minimum Period of Service, the Service will be renewed automatically on a monthly basis unless either party gives the other party at least 30 days' written notice of termination prior to the expiry of the then current period.
- 3.2 In computing whether or not you have fulfilled the Minimum Period of Service, any period for which the 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 the renewal of the Service, we are entitled to require the Minimum Period of Service to be recommenced from the date the Service is changed or renewed.

**4. Using the Service**

- 4.1 To ensure that the activities of some users do not impair the ability of our customers to have access to reliable services, Business Wireless Broadband 4G 30GB/100GB/Unlimited plans are conditional on fair usage for your business use only and are capped at 10GB per day ("**Fair Usage Policy**"). If you exceed 10GB at any point in the day, we may impose a speed limit of 1 Mbps. The speed limit will be lifted on the following day.
- 4.2 The Service can support up to 20 concurrent users or devices. The standard wireless router supplied by us provides Wi-Fi access. Wireless signals are sensitive to different types of interference unlike wired networks. Factors affecting wireless network connection include physical objects such as walls, 2.4GHz frequency interference from cordless phones, microwave ovens, other Wi-Fi routers, shared Wi-Fi bandwidth among users, distance and location from Wi-Fi router, mixed network (802.11b/g/n/ac) or compatibility issues with some devices/ laptops/ tablets due to the type of chipset used.

**5. Technical Support**

- 4.3 We provide all-day technical service support. Where necessary, we may dispatch a FE (or representative, agent and/or subcontractor) on-site to troubleshoot the issue as soon as we can. The provision of onsite support is subject to available resources. However, you must pay us our prevailing on-site support Charges (refer to field engineer on-site Charges) if we establish that the fault does not lie with us, our network and/or the hardware supplied by us.

**6. Promotional Packages**

- 6.1 Promotional rates are applicable for a limited period of time only. At the end of the contract term, the promotional rates shall not apply and the rates shall revert to our prevailing rates (i.e. non-promotional rates). Please contact your StarHub account manager or our business helpdesk for renewal of contract matters.

**7. Network Management**

- 7.1 You confirm that you have read, understood and agree to our mobile network management policy, which may be found at <http://www.starhub.com/personal/support/mobile/network-managementmobile.html> or such other link as we may notify you from time to time.

**8. Billing and General Charges**

8.1 The Service will be identified or itemised as "EnterpriseWeb Service" in our bills to you.

8.2 The following are our general Charges that may be levied against you:

Description	Charges
Excess Local Data Charges (imposed beyond data quota plan)	S\$8.64 per GB, with the excess local data bill capped at S\$169.57 per month.
Order Cancellation Charges (Before service is activated)	S\$540.00
Relocation Charges	S\$162.00
Field Engineer (FE) On-site Charges for Installation or Relocation Works After Business Hours	After business hours, on-site charges: S\$248.40.  Charges are still payable for cancellation or postponement if FE has been dispatched (2 hours before appointment time) or have arrived on site.
Field Engineer (FE) Onsite General Charges	S\$160.50 for normal office hours  Business Hours: Mon- Fri, 8am to 5.30pm (excluding public holidays)  For work after business hours, on-site charge is S\$246.10.
Transfer of Ownership or Account Charges	S\$53.50 per Service transfer  No charges for merging of accounts under the same entity.
Replacement of Lost or Damaged Hardware (router or SIM card) Charges	On-site charges S\$162.00 Router charges S\$216.00 SIM card charges S\$37.85

STARHUB'S SERVICE SPECIFIC TERMS AND CONDITIONS  
BUSINESS WIRELESS BROADBAND (4G)

Reconnection Charges (from Suspension)	S\$108.00 for 1 <sup>st</sup> 90 calendar days of suspension or part thereof.
Termination Charges	S\$162.00

Unless otherwise stated, all the above Charges include 8% GST. We reserve the right to add, remove or change any of the Charges from time to time without prior notice. Please procure written confirmation from us on the Charges that would apply to you.

Any excess data charges will be charged at S\$8.64/GB (with 8% GST). The monthly excess data charge cap is set at S\$169.57/month (with 8% GST) and is subject to the Fair Usage Policy.

**9. Additional Charges**

9.1 You may relocate your Service. Relocation Charges shall apply (refer to relocation Charges), and your existing contract will continue. You may contact our StarHub business helpdesk for relocation.

**10. Additions and Changes**

10.1 You may upgrade your service package to a higher bandwidth during your contract term according to your business needs. You may also upgrade your Service, specifically from Business Wireless Broadband (4G) to Fibre service with no early termination Charges if there is an increase in the monthly recurring Charges. Your account manager or any of our relevant personnel (via our business helpdesk) may advise you on the Charges of the new package and any Service impact for the upgrade, if any.

10.2 Any downgrade of service package shall be deemed as termination of the Service (under the current service package) and the commencement of a new service package. If you are still under a contract with us or within the Minimum Period of Service when you downgrade your service package, early termination Charges for the current Service and service package shall apply.

**11. Ending and Suspending the Service**

11.1 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 11, this Agreement or the Service hereunder may be terminated by either party giving at least 30 days' written notice to the other party. You may provide your notice of termination to your StarHub account manager or our StarHub business helpdesk. 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.

11.2 You may suspend your Service for a period of up to 90 calendar days. If your Service is still under contract, the computation of the Minimum Period of Service will not take into account any period of suspension. If the Service is suspended and subsequently reactivated, the Minimum Period of Service will be automatically extended by the period of suspension. A reactivation fee will be charged when you intend to resume your Service (refer to reconnection Charges in paragraph 8.2 above).

11.3 If you give us notice that ends during the applicable Minimum Period of Service or before the Agreement expires pursuant to paragraph 11.1 above, you must immediately pay us the early termination Charges equivalent to:

STARHUB'S SERVICE SPECIFIC TERMS AND CONDITIONS  
BUSINESS WIRELESS BROADBAND (4G)

11.3.1 the aggregate of the monthly recurring Charges (including rental Charges, where applicable) for the remainder of the unfulfilled Minimum Period of Service; and

11.3.2 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.

## 12 **Meanings**

This paragraph 12 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**

12.1 **"Fair Usage Policy"** shall have the meaning set out in paragraph 4.1.

12.2 **"FE"** shall have the meaning set out in paragraph 2.8.

12.3 **"GST"** means goods and services tax.

12.4 **"RFS"** shall have the meaning set out in paragraph 2.1.

12.5 **"Service"** shall have the meaning set out in the preamble.

12.6 **"SLA"** shall have the meaning set out in paragraph 2.2.

12.7 **"SWE"** shall have the meaning set out in paragraph 2.5.