

**STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS
HUB TROOPERS**

These are StarHub's Service Specific Terms & Conditions that govern the use of our Hub Troopers Services.

1. Service Specific Terms & Conditions

- 1.1 In addition to these Service Specific Terms & Conditions, there may be other Service Specific Terms & Conditions which would apply specifically to the Service that you have subscribed for or the value-added Services that you have purchased.
- 1.2 **The Terms & Conditions:** These Service Specific Terms & Conditions, together with the Consumer General Terms & Conditions, and other Service Specific Terms & Conditions form the terms of the contract between you, the consumer, 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. The provisions of StarHub's Personal Data Protection Policy would also apply to your relationship with us.
- 1.3 **Capitalised terms:** Unless the context otherwise requires, capitalised terms not defined in these Service Specific Terms & Conditions have their meanings set out in the Consumer General Terms & Conditions.

2. Terminology

Term	Description
Charges	Refers to all installation, service call, cancellation charges, administrative charges and other fees to be paid by you for or relating to the Service including any Charges for Equipment we may provide to you
Content	Refers to any and all information, files, text, sound, music, software, photographs, videos, graphics, data, messages or other materials
Equipment	Refers to any and all equipment, devices and any related accessories (for example, wire, cable, speaker mounts and other parts) or Software, which we may provide and/or sell to you as part of the Service
Facilities	Refers to any and all equipment, computers and other devices (including any related accessories such as wires, cables, speaker mounts and other parts and software), furniture, fixtures, electrical supply and any other amenities which are located or available at the Premises, other than the Equipment
Personnel	Refers to our employees, staff, contractors and/or agents whom we may deploy to the Premises to provide the Service to you
Scheduled Appointment	Refers to the date on which and time at which our Personnel are scheduled to attend at the Premises to provide the Service to you
Service	Refers to the premium and paid lifestyle and integration support services known as "Hub Troopers" provided by StarHub Online Pte Ltd (Reg. No. 200501897Z), including any Equipment provided in conjunction with or as part thereof

3. **Eligibility**

3.1 Unless otherwise permitted by us, you will only be eligible for the Service if you are an individual, and at the time that you make an order for the Service:-

3.1.1 you are subscribed to StarHub TV or StarHub Broadband Services; and

3.1.2 you do not owe us or any of our Affiliates any outstanding sums.

3.2 **Documents:** Upon our request, you must provide us with such documents and information as may be necessary or desirable for us to provide you with the Service.

3.3 **Usage:** You may only use the Service for either your private residential or business purposes in a manner as we may specify.

3.4 **Our right:** We may decline to accept your order for the Service at our discretion and without assigning any reason.

4. **Availability and scope of the Service**

4.1 **Acknowledgement:** You acknowledge and agree that the availability of the Service is subject to the availability of resources, including but not limited to, availability of a suitable Personnel at the time at which the Service is requested or provided. Without prejudice to the generality of the foregoing, any changes to the date and/or time of the Schedule Appointment shall be subject to the availability of our Personnel and Equipment.

4.2 **Personnel:** We reserve the right to assign such Personnel as we deem fit to provide the Service to you. You agree that you are not entitled to choose the Personnel who will be providing the Service to you.

4.3 **Modifications:** We may, at any time, modify any part of the Service in order to keep pace with prevailing demands and technological developments, at our discretion and without prior notice to you.

4.4 **Technical diagnosis:** You acknowledge and agree that in certain cases, we may not be able to diagnose your technology problems, or may not be able to diagnose your technology problems completely because of problems with your Facilities and/or the configuration of your Facilities.

4.5 **Right to decline:** We reserve the right to decline to provide the Service (wholly or in part) to you on the basis that your technical needs or other requirements are unusual or extensive and/or beyond the scope of this Agreement, as determined by us.

4.6 **Personnel rights:** Our Personnel shall be entitled to leave the Premises at any time during the Scheduled Appointment without providing the Service, wholly or in part, if:-

4.6.1 the Personnel, in his or her opinion, is likely to suffer from imminent harm or discomfort, or be harassed or abused in any way, whether physically or mentally; or

4.6.2 it would be dangerous, unsafe, detrimental, unhealthy or constitute a legal or regulatory violation to provide the Service to you.

4.7 **Stock availability:** The provision of Equipment is subject to stock availability. No promise, warranty, guarantee or representation is given by us for the availability or continued availability of any of the Equipment or the Service.

5. **Content**

5.1 **Acknowledgement:** You acknowledge that there is a risk that your Content may be lost, deleted, altered and/or corrupted.

5.2 **Your responsibility:** You agree that it is your sole responsibility to, and you agree to, back up all your software, Content (including but not limited to contact information, emails and other personal information) and any other data and files stored on your computer disks, storage devices, drives and any other Facilities prior to the Scheduled Appointment.

6. **Facilities**

6.1 **Minimum system requirements:** You are responsible for ensuring that your Facilities (including your computers, laptops, devices, hardware and software etc.) meet such minimum system requirements as may be determined by us from time to time to ensure interoperability and compatibility with the Equipment.

6.2 **Access requirements** You are responsible for ensuring the availability, compatibility and suitability of all networks, transmission, software, devices and Facilities necessary for you to access your Content (whether locally or remotely) using the Equipment.

6.3 **Technical requirements:** You are solely responsible for properly reviewing, ascertaining and informing us of your technical requirements prior to the Scheduled Appointment so that we may be adequately equipped during the Scheduled Appointment.

6.4 **Assurance of satisfaction:** You further acknowledge that you have inspected and satisfied yourself of the limitations, specifications, conditions and all circumstances affecting the operation and capabilities of such Equipment as we may provide to you (including the compatibility of such Equipment with your Facilities and Content) prior to placing an order for such Equipment.

6.5 **Granting of access:** You will grant us access to the relevant Facilities and the software embedded therein as and when we deem necessary to carry out the Service including but not limited to any software or system upgrade.

7. **Premises**

7.1 **Access and work space:** You agree to provide us and our Personnel with:-

7.1.1 safe access to the Premises (including the Facilities);

7.1.2 a safe and comfortable working environment and work space; and

7.1.3 sufficient electrical power for carrying out the Service on the date/time of the Scheduled Appointment.

7.2 You shall ensure that a person of at least 18 years of age is present the entire time that our Personnel attend at the Premises to provide the Service to you.

8. **Providing the Service**

8.1 **Consent:** You acknowledge and agree that, by ordering and procuring the Service, you have consented and agreed to the Personnel doing all such things as may be necessary to provide the Service to you, including:-

- 8.1.1 contacting you to make and confirm Scheduled Appointments;
 - 8.1.2 entering and remaining on the Premises;
 - 8.1.3 installing the Equipment at the Premises;
 - 8.1.4 connecting the Equipment to your Facilities;
 - 8.1.5 testing the Equipment at the Premises, including the interoperability of the Equipment with the Facilities;
 - 8.1.6 accessing and transferring your data and Content; and
 - 8.1.7 accessing and using the Facilities and, where necessary, relocating the Facilities within the Premises.
- 8.2 **Entitlement to Decline Service:** If we determine that any conditions or circumstances relating to the Content, Facilities or Premises which are necessary or desirable for us to provide the Service to you during the Scheduled Appointment have not been met or do not subsist, we shall be entitled (at our discretion) to:-
- 8.2.1 decline to provide the Service to you during the Scheduled Appointment;
 - 8.2.2 require you to pay the applicable cancellation Charges; and
 - 8.2.3 reschedule the Scheduled Appointment; or
 - 8.2.4 cancel your order for the Service and terminate this Agreement.
9. **Changes to Scheduled Appointments**
- 9.1 **Notification:** Should you wish to change the date and/or time of your Scheduled Appointment, you must notify us through our prescribed hotline of your request for such change at least 2 hours prior to the Scheduled Appointment.
- 9.2 **Exigencies:** Our Personnel will use reasonable endeavours to arrive at the Premises at the time of the Scheduled Appointment. However, if necessitated by exigencies, we may at any time prior to the Scheduled Appointment change the date and/or time of any Scheduled Appointment.
10. **Representations and warranties**
- 10.1 **Facilities and Premises:** You represent and warrant that you are:-
- 10.1.1 the lawful owner, or are lawfully in possession and control, of the Facilities; and
 - 10.1.2 the lawful owner or occupier of the Premises.
- 10.2 **Approvals and licences:** You acknowledge and agree that you are solely responsible for procuring, and warrant that you have procured, all such consents, approvals and licences as may be necessary or desirable for the provision of the Service and Equipment to you including consents, approvals and licences for:-
- 10.2.1 us and our Personnel to access and use the Facilities, and enter and remain on the Premises;

- 10.2.2 our access to, installation and use of any software to be installed in and/or used with any Facilities and/or Equipment;
 - 10.2.3 the transfer, downloading, reproduction and copying (as the case may be) of your Content onto one or more of your Equipment and/or Facilities, whether your Equipment and Facilities are located within or outside the Premises; and
 - 10.2.4 displaying and accessing your Content on multiple devices (including your Equipment and Facilities) simultaneously or otherwise, within and outside the Premises, in a lawful manner and without infringing anyone's rights including but not limited to their intellectual property and confidentiality rights.
- 10.3 **Usage of Service:** You agree and warrant that you will not use or allow any part of the Content or Service to be used:-
- 10.3.1 to violate anybody's rights or in any way which may affect other users' enjoyment of or access to their Content, Equipment or the Service; and
 - 10.3.2 for the copying, display, exhibition or public performance of the Content (whether for profit or otherwise) without all such approvals and consents as may be necessary or desirable to ensure non-infringement of third party rights including intellectual property and confidentiality rights.

Without prejudice to the generality of the foregoing, you warrant that we will not, through our provision of the Service to you, infringe or assist you in infringing the rights of any other parties including their intellectual property and confidentiality rights.

- 10.4 **General compliance:** You agree and warrant that you have complied with, and will continue to comply with, all applicable laws and instructions, notices or directions issued by all relevant regulatory authorities or us from time to time in respect of the installation, use, operation or upgrade of the Equipment and the provision of Service.
- 10.5 **Indemnification and limitation of liability:** You shall fully indemnify and hold us, our Affiliates, Personnel and directors harmless against any and all liability, claims, costs, damages, or expenses which we may suffer or incur as a result of your breach of any of the warranties in this Clause.

11. **Our responsibilities**

- 11.1 **Reasonable skill and care:** We shall use reasonable skill and care to carry out the works specified in the relevant service agreement/work order/application form.
- 11.2 **Tools:** We will use whatever tools deemed necessary by us to provide the Service and/or install the Equipment, which shall be installed in accordance with the relevant manufacturer's instructions and guidelines.
- 11.3 **Faults:** For the avoidance of doubt:-
- 11.3.1 any defects in or problems with any Equipment or accessories we provide to you (the "**Faults**") caused by your acts or omissions or the acts or omissions of any third parties (such as any system configuration carried out after our successful installation of the Equipment) shall not be deemed to have resulted directly from our human error in our provision of the Service to you; and

- 11.3.2 any limitations in the Equipment or incompatibility of the Equipment with any of your Facilities or Content shall not be considered a Fault for the purposes of the Warranty (as defined below).
- 11.4 **Limited warranty for latent defects:** Unless specifically agreed in writing, any latent defect in Equipment sold to you by us will be covered under a limited warranty of 6 months (the "**Warranty**"), commencing from the date of your purchase of the Equipment (the "**Warranty Period**").
- 11.5 **Repair and replacement of Equipment:** During the Warranty Period, we will, at our option, repair or replace the Equipment, provided that the Fault in the Equipment resulted directly from:-
- 11.5.1 inherent problems or defects in the Equipment or accessories which existed prior to their being provided to you; or
- 11.5.2 you had used the Equipment strictly in accordance with the relevant manufacturer's instructions and guidelines; and
- 11.5.3 you notify us of the Faults through our prescribed channels (including by telephone to our hotline, email to our prescribed email address and through our web-based feedback forms) within the Warranty Period;
- 11.5.4 where requested by us, you return any faulty or defective Equipment (including all cables, accessories and software that were supplied together with the Equipment) to us in the original packaging and condition (save for fair wear and tear); and
- 11.5.5 we shall be entitled to decline to rectify the Faults if any of the conditions set out in Clauses 11.5.1 to 11.5.4 above are not satisfied.
- We shall not be obliged to repair or replace the Equipment where there has been loss or damage to the Equipment arising from or in connection with (i) abuse, tampering, modification and disassembling by any person other than our authorised Personnel; or (ii) negligence and/or misuse (including accident, improper storage or failure to follow precautions or proper operating instructions stated in the Equipment instruction manual.
- 11.6 **Reasonable endeavours:** We will use reasonable endeavours to ensure that the Equipment will be repaired within a reasonable time period. However, we shall not be liable for any delay in repair of the Equipment resulting from matters beyond our reasonable control.
- 11.7 **Proof of purchase:** You are required to provide the original proof of purchase of the Equipment from us, in order to make a claim under the Warranty. In the event of a replacement, the replaced Equipment may be a new or reconditioned unit of equal or comparable value to the Equipment.
- 11.8 **Post-Warranty period:** After the Warranty Period, your sole and exclusive remedy for any defect in the equipment shall be in accordance with the terms of the manufacturer's warranty.
- 11.9 **Assistance in repairs:** We may at our absolute discretion, and subject to your payment of such Charges as we may impose (where the Warranty does not apply), assist you in repairing your Equipment, exchanging your Equipment with or returning your Equipment to the relevant manufacturer or supplier.
12. **Charges and billing**

12.1 **Liability to pay:** You are liable to pay such Charges for the Service (including any Equipment we may provide to you) as we may determine from time to time.

12.2 **Cancellation Charges:** You are liable to pay such cancellation Charges as we may impose if, without any default on our part:-

12.2.1 we decline, pursuant to Clause 8.2 above, to provide the Service to you during a Scheduled Appointment;

12.2.2 you change the date and/or time of any Scheduled Appointment less than 2 hours before the Scheduled Appointment;

12.2.3 your order for the Service is cancelled; and/or

12.2.4 this Agreement is terminated.

12.3 **Rates:** The Charges shall be in accordance with the rates in our prevailing rate tables available on our website or at our customer service centre or shops, and will be set out in the work order/invoice to be provided by us to you.

12.4 **Modes of payment:** Save where expressly otherwise permitted by us, you must pay all Charges in cash (or through such other mode of payment as we may permit) immediately upon our provision of the Service and/or Equipment to you. We may, at our absolute discretion, bill you the Charges through your existing StarHub TV or StarHub Broadband account.

13. **Liability**

13.1 **Disclaimer:** We expressly disclaim all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for any particular purposes and non-infringement to the fullest extent allowed by law. No advice or information whether oral or written, obtained by you from us or through the Service will create any warranty not expressly set out in this Agreement.

13.2 **No warranty**

13.2.1 Without prejudice to Clause 13.1 above, we make no warranty that:-

(a) the Equipment will be compatible with your Content and Facilities;

(b) our Personnel will arrive on time (although we will use reasonable endeavours to arrive on time, our actual time of arrival will be subject to exigencies);

(c) the Service and Equipment will not cause any harm or damage to the Facilities or the Premises;

(d) we will be able to successfully resolve all your technical issues and/or install the Equipment; or

(e) you will be able to access your Content on multiple platforms or through multiple devices, whether remotely or otherwise.

13.2.2 Subject to Clause 13.1, we will not under any circumstances be liable for:-

- (a) our Personnel not arriving at the Premises on time;
- (b) any changes to the date and/or time of any Scheduled Appointment;
- (c) any losses, damage, costs or expenses you may suffer as a result of or in connection with the Service not being provided to you (whether during a Scheduled Appointment or otherwise), your order for the Service being cancelled and/or this Agreement being terminated;
- (d) any losses, damage, costs or expenses you may suffer from your use (or failure to use) any anti-virus software;
- (e) any loss, deletion, alteration, or corruption of any of your data, information or Content;
- (f) any failure, loss or lack of function, inability to use, incompatibility, inoperability, damage, deterioration or performance degradation in any Equipment, Facilities (including but not limited to your computer and/or its peripherals, television, telephone and any other devices and products) or software howsoever arising, including without limitation, any failure, loss or lack of function, inability to use, incompatibility, inoperability, damage, deterioration or performance degradation resulting from non-compliance with our prescribed technical requirements;
- (g) any changes, alterations or damage to your Facilities or Premises (for example, changes or damage to walls, baseboards, floors, ceilings etc.) as a result of or in connection with the Service; or
- (h) any loss, damage, costs or expenses caused by or as a result of the provision of the Service or the use of the Equipment, even if the above were caused wilfully, recklessly or negligently.

13.3 **Our maximum liability:** Subject to Clauses 13.1 and 13.2 above, and notwithstanding the Consumer General Terms & Conditions, if you are dissatisfied with the Service or with any of the terms and conditions of this Agreement, our maximum liability and your sole and exclusive remedy shall be the Charges paid and/or payable by you under this Agreement.

13.4 **Discontinuance of the Service:** We may at any time choose not to provide and/or discontinue the provision of the Service to you without any liability to you if:-

13.4.1 our ability to provide the Service to you is impaired by you, your failure to cooperate or grant us the necessary access, third parties or circumstances beyond our control; or

13.4.2 we determine that it would be dangerous, unsafe, detrimental, unhealthy or constitute a legal or regulatory violation to do so.

14. **Cancellation of the Service and termination of this Agreement**

14.1 **Notice of cancellation:** Without prejudice 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 Clause, your order for the Service may be cancelled and this Agreement may be terminated in the following manner unless otherwise agreed by you and us:-

- 14.1.1 by you giving us notice of cancellation at least 2 hours before the Scheduled Appointment; or
- 14.1.2 by us giving you notice of cancellation at any time before the Scheduled Appointment.
- 14.2 **Death:** In the event of your death, we are unable to provide the Service, and may at any time cancel your order for all or any part of the Service and/or terminate this Agreement by giving you notice of termination, effective immediately, without compensation and without prejudice to our rights to damages for any antecedent breach by you of this Agreement.
- 14.3 **Charges upon cancellation or termination:** If your order for the Service is cancelled and/or this Agreement is terminated, all sums due, accruing due or payable to us in respect of the Service (including any applicable cancellation Charges) shall, upon such cancellation or termination, become immediately due and payable to us.
- 14.4 **Effect of cancellation or termination:** The cancellation of your order for the Service and/or the termination of this Agreement will not affect any accrued rights or remedies of either party against the other party.

15. **Promotional offers**

For promotional offers of the Service, special terms and conditions may apply and shall be deemed incorporated into these Terms & Conditions. In the event of any inconsistency between the special terms and conditions and these Terms & Conditions, the special terms and conditions shall be deemed to have been varied in accordance with such inconsistency.