

**STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS
APPLICATIONS**

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I. SECTIONS

I.1 These Service Specific Terms & Conditions for Applications are divided into the following sections:-

- (i) Section A: Applications
- (ii) Section B: iOS

I.2 For the avoidance of doubt, Section A will apply to all customers who use our Apps (as defined below). In addition to Section A, Section B will apply if you use our Apps on any Apple-branded product running the iOS which is owned or controlled by you.

2. TERMS & CONDITIONS

2.1 **Terms & Conditions:** These Service Specific Terms & Conditions, together with the Consumer General Terms & Conditions and the applicable terms and conditions specific to each App form the terms of the contract between you, the consumer, and us (collectively, the "**Terms & Conditions**").

2.2 **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. For the avoidance of doubt, the provision of the App and/or the products and services provided through the App are "Services" as defined in the Consumer General Terms & Conditions.

SECTION A: APPLICATIONS

I. APPLICABILITY

These are StarHub's Service Specific Terms & Conditions for customers who have clicked the "Accept" or similar button and/or are continuing with the installation or use of any application provided by us ("App"). If you do not accept all the terms of these Terms & Conditions, you must click the "Cancel" or similar button to stop the installation or launch process, uninstall the App and/or erase all copies of the App under your control or ownership and stored on any medium.

2. TERMINOLOGY

Term	Description
API	Refers to the application programming interface
Licence	Refers to the licence described in these App Terms & Conditions
Third Party Intellectual Property	Refers to the copyrights, patents, trade marks, trade names, logo, service marks and other intellectual property or proprietary rights in or available through the App which is not StarHub Intellectual Property
VoIP	Refers to the voice over internet protocol

3. LICENCE

- 3.1 **Grant of Licence:** Subject to these Terms & Conditions, we hereby grant you a revocable, personal, non-commercial, non-exclusive and non-transferable Licence to use the App.
- 3.2 **Scope of Licence:** Unless otherwise agreed by us, you are only permitted to use the App on a single device which is owned by you or under your personal control, for the sole purpose of performing the functions on the App and accessing products, services, Content and/or our Services for your personal, non-commercial use, subject to these Terms & Conditions or unless otherwise permitted by us. Unless set out in these Terms & Conditions, no other right, licence or permission is granted to you in relation to the App and your use of the App.

4. USAGE

4.1 **Restrictions:** You shall not:-

- 4.1.1 use, download, sync or copy the App other than as permitted by these Terms & Conditions;
- 4.1.2 rent, lease, lend, sell, redistribute, sublicense or otherwise transfer the App;
- 4.1.3 copy, reproduce, translate, adapt, vary, modify, reverse engineer, disassemble, attempt to derive the source code of or create derivative works of the App or any part of it except only to the extent that the applicable law provides that such cannot be prohibited; or

4.1.4 use the App for any unlawful purpose or any other purpose not authorised by these Terms & Conditions.

4.2 **Updates:** These Terms & Conditions shall govern any App updates provided by us that replace and/or supplement the App, unless such App update is accompanied by separate terms and conditions in which case those terms and conditions will govern.

5. TERM

5.1 **Duration of Licence:** The Licence shall continue unless and until terminated in accordance with these Terms & Conditions, or as otherwise agreed by us.

5.2 **Automatic Termination:** The Licence shall terminate automatically if you fail to abide by any term in these Terms & Conditions.

5.3 **Restriction, Suspension & Termination of Service:** We may, at our sole discretion and without notice to you, restrict, suspend or terminate the Licence and/or the App and also any of the products, services, Content and Services which you may access through the App without assigning any reason.

5.4 **Actions upon Termination:** Upon termination of the Licence, you shall uninstall the App and erase all copies of the App under your control or ownership and stored on any medium.

6. PAYMENT

You are liable for all Charges and payments for all services, products, Content and Services procured or obtained through the App.

7. COMPETITION, PROMOTIONS AND SURVEYS

From time to time, we may run competitions, promotions and surveys via the App, subject to additional terms and conditions. You agree to comply with any of these additional terms and conditions, including any additional third party terms and conditions, applicable to such competitions, promotions and surveys.

8. THIRD PARTY SERVICES, PRODUCTS AND CONTENT

The App may enable you to access, use or acquire third party products, services and Content.

9. SECURITY

9.1 **Information transmitted through the App:** We shall not be responsible for the security of information transmitted to, from or through the App.

9.2 **Secure Passwords:** You shall use secure passwords to protect any network, account or device used to access the App. Use of passwords deemed by us, in our sole discretion, to be insecure shall be a violation of these Terms & Conditions.

10. DATA PROTECTION AND USER DATA

- 10.1 **StarHub's Personal Data Protection Policy:** You confirm that you have read and agree with our Personal Data Protection Policy set out on our website. You confirm that if you do not agree to our Personal Data Protection Policy at any point in time, you will uninstall and/or erase all copies of the App under your control or ownership and stored on any medium.
- 10.2 **Representations:** You confirm that all the information which you have provided in connection with the App or these Terms & Conditions are current, true, accurate, supportable and complete. You agree to inform us immediately of any changes in this information, including but not limited to any changes in your address and/or contact particulars.

11. INTELLECTUAL PROPERTY

- 11.1 **Service and Content providers:** You will not acquire any right in any and all third party Intellectual Property which are vested in any service provider or content provider, and you agree and acknowledge that all such third party Intellectual Property will remain at all times with the relevant service provider or content provider.
- 11.2 **Usage of Third Party Intellectual Property:** You will not use or permit the use of any third party Intellectual Property except for the purposes contemplated by the App or as permitted by the relevant service provider or content provider.
- 11.3 **StarHub's Consent:** You may view and use the Content for personal and non-commercial purposes only. The Content may not be reproduced, distributed, transmitted, published, displayed, broadcasted, stored, adapted, licensed, altered, hyperlinked or otherwise used in any manner or by any means without our prior written consent.

12. LOCATION-BASED AND REAL TIME INFORMATION SERVICES

- 12.1 **Your Personal Data:** To provide location-based and real-time information services or functionalities via the App, we and/or our service providers may collect, transmit and use your precise location and other personal real time data, including your real-time geographic location. You agree to the collection, transmission and use of your location data or other data for the provision of the location-based and real-time information services or functionalities via the App.
- 12.2 **Location-based and Real-time information APIs:** The App may also use or incorporate location-based or real-time information APIs. You understand and agree that the use of any such functions and the information provided via such functions is at your sole risk, and that any location or real-time data provided may not be accurate or error-free.

13. THIRD PARTY NETWORKS

- 13.1 **Third Party terms and conditions:** You acknowledge that your use of the App may require access to other networks not owned or operated by us, including the internet and third party cellular networks. You acknowledge that your access to the App shall be subject to the availability and quality of such third party networks and any applicable terms and conditions imposed by such third parties in relation to their networks.

13.2 **Use of VoIP:** There are certain restrictions to the use of VoIP:-

13.2.1 certain mobile network operators may prohibit or restrict the use of VoIP functionality over their networks, such as the use of VoIP telephone over a cellular network and may impose additional fees or other charges in connection with VoIP. You should check the terms of agreement with your mobile network operator prior to purchasing or using the App; and

13.2.2 certain countries may prohibit or restrict the use of VoIP. Please check and abide by the laws of each country in which you intend to use the App.

13.3 **Charges:** If the App allows you to (i) send SMS messages, (ii) use text messaging or (iii) use data, mobile or other carrier Charges that arise from and/or are in connection with them may apply.

14. INDEMNITY

You agree to indemnify us, our service providers and any other third party providers of products, services or Content via the App ("**Third Party Providers**"), in full against all damages, losses, costs, charges, expenses, liabilities, claims, demands, proceedings and actions established against us or any Third Party Provider and which in any case arises out of, in relation to or by reason of your use of the App, your negligence or your breach of these Terms & Conditions.

15. LIABILITY

To the extent not prohibited by law, our total liability to you or any third party for any or all proven damages shall not exceed S\$50.

SECTION B: IOS**1. APPLICABILITY**

- 1.1 These are StarHub's Service Specific Terms & Conditions for customers who use our App on any Apple-branded product running the iOS, including without limitation iPod Touch, iPhone and iPad, which is owned or controlled by the customer (the "**iOS Terms & Conditions**"). These iOS Terms & Conditions should be read as an integral part of Section A of these Service Specific Terms & Conditions.
- 1.2 If there is any conflict, inconsistency or ambiguity between these iOS Terms & Conditions and Section A of these Service Specific Terms & Conditions, these iOS Terms & Conditions will prevail.

2. PARTIES

You agree that the Consumer General Terms & Conditions, Section A of these Service Specific Terms & Conditions and the iOS Terms & Conditions and/or such other terms and conditions agreed or accepted by you form a binding agreement between you and us only, and that Apple Inc. ("**Apple**") is not a party to such agreement between you and us. We are solely responsible for the App, Services and Content in accordance with these Terms & Conditions.

3. COMPETITIONS, PROMOTIONS AND SURVEYS

You acknowledge that Apple is not responsible for any competitions, promotions and surveys which we may run from time to time via the App.

4. WARRANTIES

To the extent that we are liable for any warranty not effectively disclaimed and there is a failure of the App to conform to such applicable warranty, you may notify Apple in writing and Apple will refund the purchase price for the App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and no responsibility or liability for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the App to conform to any warranty.

5. QUERIES, COMPLAINTS OR CLAIMS

You acknowledge and agree that, save as set out in Clause 4 of this Section B, Apple shall not be responsible for addressing or responding to any queries, complaints or claims in respect of the App, Services or Content or for providing any support and maintenance services with regard to the App.

6. INTELLECTUAL PROPERTY RIGHTS

For the avoidance of doubt, you acknowledge and agree that, in the event of any third party claim that the App or your possession or use of the App infringes that third party's intellectual property rights, Apple is not responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. Should such a situation arise, you may direct all queries in relation to intellectual property issues in connection with your use of the App to us.

7. THIRD PARTIES

Both you and us acknowledge and agree that Apple and its subsidiaries are third party beneficiaries of these Terms & Conditions, and that Apple and its subsidiaries will have the right (and will be deemed to have accepted the right) to enforce any relevant term of these iOS Terms & Conditions against you as a third party beneficiary thereof.

8. COMPLIANCE

By using our App on any Apple-branded product running the iOS, you represent and warrant that:-

- 8.1 you are not located in a country that is subject to U.S Government embargo, or that has been designated by the U.S Government as a "terrorist supporting" country; and
- 8.2 you are not listed on any U.S Government list of prohibited or restricted parties.

9. APPLE'S TERMS OF SERVICE AND USAGE RULES

Without prejudice to the generality of the above, you confirm that you have read, and agree to comply with, Apple's Terms of Service for applications licenced or otherwise transacted through Apple's App Store. These Terms of Service include without limitation Apple's Usage Rules and are set out at Apple's website www.apple.com/legal.