

**STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS
STARHUB TV+**

These are StarHub's Service Specific Terms & Conditions for all customers who have subscribed for or registered for our StarHub TV+ Services.

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1. TERMS & CONDITIONS

1.1 In addition to the Service Specific Terms & Conditions, there may be other applicable Service Specific Terms & Conditions which would apply specifically to the TV+ Service that you have subscribed for, the value-added Services that you have purchased, and promotional offers on these TV+ Services and Value-Added Services.

1.2 Terms & Conditions: These Service Specific Terms & Conditions, together with the Consumer General Terms & Conditions, and the other applicable Service Specific Terms & Conditions form the terms of the contract between you, the consumer, and StarHub (collectively the "**Terms & Conditions**"). You agree to use the TV+ 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 StarHub.

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. GENERAL PROVISIONS ON USAGE

2.1 Personal, residential and non-transferable use: Unless otherwise agreed in writing, TV+ Services are provided to residential customers only, solely for their private viewing. You may only receive and use the TV+ Services at the Service Address and in the Territory, for personal, non-transferable and residential use. Any use of the TV+ Services for commercial or business purposes or any other non-residential use, whether by you or another person, is a breach of these Service Specific Terms & Conditions, whether or not such use is at the Service Address or in the Territory.

2.2 No outstanding balances: Unless otherwise specified, you will only be eligible for the TV+ Services and promotional offers relating to TV+ if you do not have any outstanding balances due to us.

2.3 No public exhibition of TV+ Services: You must not exhibit in public or collect any fees for the exhibition of any channels or programmes received as part of the TV+ Services.

- 2.4 Private exhibition of TV+ Services:** Channels or programmes received may only be privately exhibited if fees are not collected and must be exhibited in their entirety without any interruptions including all titles, credits, logos and copyright notices. You must not alter, reproduce, edit, supplement, omit or circumvent any channel or programme received as part of the TV+ Services, including the insertion of crawlers or advertisements immediately before, during or after the exhibition or broadcast of the channel or programme.
- 2.5 Agent:** If you are entering into these Service Specific Terms & Conditions an agent (for example, a management corporation acting for subsidiary proprietors, or an employer acting for employees), you warrant that the supply of TV+ Services is to residential properties only.
- 2.6 Request for change of Particulars:** Subject to our confirmation and the standard administrative fees, you may request for us to change your TV+ Services. In the event of such a change, your subscription fees payable and the particulars of the TV+ Services subscribed for will be amended accordingly, and payments made shall be according to the revised subscription fees.
- 2.7 Mode of Delivery**
- 2.7.1 The TV+ Services will be delivered via the Network.
- 2.7.2 In order to enjoy the TV+ Services, please ensure that you have a compatible device, web browser or (at your option) our TV+ set-top box which comes with dedicated streaming capacity.
- 2.7.3 The provision of our TV+ Services is subject to the availability of bandwidth in the broadband services. This is subject to limitations in the fibre optic network operated by third-party network providers or technical limitations of the supporting Equipment.
- 2.8 Eligibility:** Unless otherwise permitted by us in writing, the Services are only available to you if you:-
- 2.8.1 are resident in the Territory;
- 2.8.2 have a valid Hub iD;
- 2.8.3 have an applicable billing relationship with us, whether as a customer with an ongoing post-paid billing relationship with us or by way of your consent to payment of the Services via credit card;
- 2.8.4 have an internet connection with a download speed of at least 6 Mbps whether or not provided by us;
- 2.8.5 have a compatible device that can access the internet at a download speed of at least 6 Mbps;
- 2.8.6 have a web browser; and
- 2.8.7 download the relevant Software where necessary.
- 2.9 Factors affecting the Services:** The Services will be delivered to you via the internet and you acknowledge and agree that availability of the Services is subject to:-
- 2.9.1 your internet connectivity;
- 2.9.2 the type of devices that you use to access the Services; and

2.9.3 the software installed in such devices.

We will not be responsible for the internet connectivity (including such networks, platforms and/or mobile data connection used for internet connectivity), the quality thereof or the devices through which you access the Services, each of which may affect the quality of the Services.

2.10 Limitation of liability: Without prejudice to the foregoing, we will not be responsible for any Service failure, interruption or performance degradation arising from any failure in internet connectivity, the quality and connectivity of such networks or platforms, mobile data connection and/or the devices through which you access the Services, or any lack of compatibility thereof.

2.11 Provision of information: You must at all times provide us with such information as may be necessary or desirable for us to provide you with the relevant Services.

Services

2.12 You may request for, and we may provide all or some of the following Services to you:-

2.12.1 StarHub TV+ Services;

2.12.2 the Free View Services;

2.12.3 StarHub TV Go VAS;

2.12.4 the Live TV Services;

2.12.5 the SVOD Services;

2.12.6 the TVOD Services;

2.12.7 third-party applications; and/or

2.12.8 such other Content, packs or Services as we may make available from time to time.

2.13 Catch-Up TV and Time-Shift TV

2.13.1 **Additional Services:** From time to time, we may choose to provide certain ancillary services to selected pay television content that you have subscribed to (the "**Additional Services**"). As such Additional Services are ancillary to the subscribed Services, we may not make them separately available for purchase or subscription.

2.13.2 **Catch-Up TV:** Catch-Up TV is an Additional Service that we may offer from time to time, through which you may view certain Content at a time of your own choosing after the pre-established schedule of viewing times for such Content.

2.13.3 **Time-Shift TV:** Time-Shift TV is an Additional Service that we may offer from time to time, through which you may view certain Content within the last 24 hours after the live broadcasting via the electronic programme guide or through the use of Start-Over function while the Content is being transmitted.

2.13.4 **Content:** We retain the sole right and discretion to determine the Content that would be made available for viewing on Catch-Up TV and Time-Shift TV and the specific timeframes during which such Content will be made available.

2.14. Usage of the Services

2.14.1 **Private viewing:** Unless otherwise permitted by us in writing, the Services are provided to you solely for your private viewing and you may only receive and use the Services:-

2.14.1.1 in the Territory;

2.14.1.2 via your Hub iD; and

2.14.1.3 for personal, non-transferable and residential use.

You must not exhibit in public or collect any fees for the exhibition of the Content in the Services. Unless otherwise permitted by us in writing, any use of the Services for commercial or business purpose or any other non-residential use, whether by you or other persons is a breach of your terms of use of the Services.

2.14.2 **Change of subscriptions under the Service:** From time to time, you may request for us to change your subscriptions under the Service. However, such change is subject to our confirmation and your payment of any standard administrative fee chargeable by us. In the event of such change, the subscription fees payable for our post-paid Service and the Service particulars will be amended accordingly. For the avoidance of doubt, you will continue to be liable for the payment of such revised subscription fees.

2.14.3 **Changes to content packs:** We may, at our discretion, agree to or decline your request to upgrade or downgrade your existing subscription for certain content packs ("**Existing Packs**").

2.14.3.1 **Upgrades:** If we agree to your request for upgrading with immediate effect, the prevailing additional Charges will apply concurrently.

2.14.3.2 **Downgrades:** If we agree to your request to downgrade, the downgrade will occur in 7 working days, or such other time as we may notify you. We may charge you an administrative Charge each time you make a change to your content packs.

2.14.4 **Content:** You must view the Content received as part of the Services in their entirety. You will not, for any purpose whatsoever, alter, reproduce, edit, supplement, omit or circumvent any channel or programme received as part of the Services, including the insertion of crawlers or advertisements immediately before, during or after the exhibition or broadcast of the channel or programme.

2.14.5 **Suspension of Service:** We may, at any time and without any notice to you, temporarily suspend the Services for operational reasons such as repair, maintenance, upgrade or improvement of the Services or because of an emergency. We may also modify the Services in order to keep pace with the prevailing demands and technological developments, at our discretion and without any notice to you.

2.14.6 **Access:** Your access to the Services is given and authenticated by us via your Hub iD. You agree that your use of the Hub iD is subject to the applicable Service Specific Terms & Conditions.

- 2.14.7 **Restriction on R21 Content:** You accept that we are required by the IMDA to restrict viewership of certain Content which is classified by the IMDA as "R21" ("**R21 Content**") by permitting viewership of such Content only with the use of a 4 or 6-digit Personal Identification Number ("**an R21 PIN**").
- 2.14.8 **R21 PIN:** You agree to all our requirements in relation to the creation and use of a R21 PIN and you specifically agree that you may only create and use a R21 PIN if you are above 21 years of age. You undertake that the information that you provide to us in the creation, use and maintenance of your R21 PIN is true and accurate. If we detect that the applicant or owner of a particular R21 PIN is below the age of 21, we may reject the creation or use of the R21 PIN and accordingly, block access to the R21 Content without further liability to you notwithstanding any other terms and conditions agreed between you and us and notwithstanding any payment that you may make or have made to us in relation to the R21 Content.
- 2.15 **Repair, maintenance or upgrade of the TV+ Services:** We may, at any time and without notice to you, temporarily suspend the TV+ Services for operational reasons such as repair, maintenance, upgrade or improvement of the TV+ Services or because of an emergency. We will restore the TV+ Service as soon as reasonably practicable. We may also modify the TV+ Services to keep up with the prevailing demands and technological developments, at our discretion and without notice to you.
- 2.16 **Limitations:** During your use of the TV+ Services, you may encounter Content which may be deemed offensive, indecent, or objectionable. You agree to use the TV+ Services at your sole risk and that we will not have any liability to you for the type of Content that you may access, including Content that you may find offensive, indecent, or objectionable.
- 2.17 **Alteration of Content:** The Content accessed through the TV+ Services may be altered with technology and/or rules. Together with our licensors, we have put in place certain rules which may limit or restrict your usage of Content to protect the access of digital information (the "**Usage Rules**"). You agree to comply with these Usage Rules. The Usage Rules may be controlled and monitored by us for compliance purposes, and we reserve the right to enforce the Usage Rules without notice to you.
- 2.18 **Promotions:** Unless otherwise specified, all promotions/Services are available until such date as we may determine, promotions and value-added services offered in connection with the TV+ Services are non-exchangeable for cash, credit, or benefits-in-kind, and are strictly non-refundable and non-transferable, and cannot be used to offset any outstanding balance and/or your previous month's subscription for the TV+ Services. Any discount given under a promotion will apply only to the promotional period. hereafter, our prevailing rates for the Services shall apply. For promotional offers of the TV+ Services, special terms and conditions may apply. StarHub further reserves the right to revise any promotion terms & conditions at its sole discretion without prior notice. In the event of a dispute, your entitlement to the promotion is subject to the sole discretion and final determination of StarHub.
- 2.19 **Commencement of Service:** The TV+ Services will commence on the following dates, whichever falls later:-
- (a) the date of successful on-site installation of the Equipment by us, if you request for our installation of Equipment;
 - (b) the date you sign up for the TV+ Service and collect the Equipment, if you self-install the Equipment;
- or

- (c) such other date as may be stated in the application form, work order, or otherwise approved by us in writing.

2.20 Upon expiry of the Minimum Period of Service, the Services will automatically continue based on our prevailing rates without any notice to you, until terminated in accordance with these Service Specific Terms and Conditions.

Termination

2.21 Each TV+ Service will continue until terminated according to the provisions of these Service Specific Terms & Conditions.

2.21.1 **Manner of termination:** Without prejudice to our rights to damages for any breaches by you, each or all of the TV+ Services may be terminated in the following manner unless otherwise agreed in writing by you and us:-

- (a) if you are an individual, by you giving us prior notice at least 7 working days; or
- (b) if you are a corporation or business entity, by you giving us prior notice at least 1 month.

2.21.2 **Giving notice that ends during the Minimum Period of Service:** If you give us notice of termination that ends during your applicable Minimum Period of Service:-

- (a) an early termination Charge will be imposed on you; and
- (b) Clause 2.21.3 below will apply.

2.21.3 **Effects of Termination.** In addition:-

- (a) if your Service is terminated, your StarHub TV Go value-added Service will be simultaneously and automatically terminated without further notice or liability to you by us; and
- (b) if your StarHub TV Go value-added service is terminated, your access to the Content that you had subscribed to under your Services subscription will cease to be available on any of the StarHub Go networks and platforms.

General rate table

2.22 Further Charges¹ may apply in addition to the prevailing subscription fees, including those set out in the Rate Table below:-

¹ StarHub reserves the right to prescribe the rates for the fees at any time and without prior notice.

	Description of Charge	Amount of Charge (\$\$)
(a)	Loss of Equipment (only applies for any StarHub equipment and/or any Accessories that are not returned to us at the point of re-contracting). When an Equipment and/or Accessory is subsequently returned within 7 days from the re-contract date, the applicable waiver will be processed by our systems within your next 2 billing cycles.	\$327.00 per Fibre TV set-top box \$16.35 per power adapter or remote control \$239.80 per Optical Network Terminal (ONT)
(b)	Loss/Damage of Equipment	\$203.74 per StarHub TV+ Box \$407.48 per StarHub TV+ Pro \$16.35 per power adapter or remote control \$30.56 per StarHub TV+ Box for minor damage \$61.12 per StarHub TV+ Pro for minor damage
(c)	Installation of first StarHub TV+ set-top box	\$54.50
(d)	Installation of each subsequent StarHub TV+ set-top box installed on the same trip at the same Service Address.	\$16.35
(e)	Delivery Fee of StarHub TV+ set-top box(es) without installation.	\$13.08 per trip to the same Service Address
(f)	Service/Equipment Deposit Fee (only applies if you are a Long Term Social Visit Pass (LTSVP) or Passport holder.	\$250.00

2.23 **GST:** Unless otherwise stipulated by us, all applicable Charges are quoted inclusive of GST and will be adjusted according to the prevailing GST rates.

2.24 What these words mean in these Service Specific Terms & Conditions

This clause sets out how certain words and phrases are used in these Service Specific Terms & Conditions.

- "Accessories"** : Refers to the accessories that may be packaged with the Equipment including power adapter, HDMI cable and/or ethernet cable
- "Additional Service"** : Has the meaning as set out in Clause 2.13.1
- "Charges"** : Refers to all activation, connection, disconnection, reconnection, subscription, installation, service call, transactional, rental, administrative charges, service charges and other fees and charges to be paid by you for or relating to the Services or the Equipment. The Charges will be in accordance with the rates in our prevailing rate tables available on our website or at our customer service centre
- "Content Expiry Date"** : Refers to the date on which a Video or Content will cease to be available to you under the TVOD Service as determined by us
- "Equipment"** : Refers to the set-top box for TV+, remote control and related Accessories provided by us under these Service Specific Terms & Conditions and your personal computer, smart phone, tablet or such other device which you use to obtain or access the Services
- "Network"** : Refers to the Next Generation Nationwide Broadband Network or our own fibre infrastructure through which we provide the Services to you
- "Personal Data"** : Has the meaning as set out in StarHub's Data Protection Policy
- "Premises"** : Refers to the property or individual unit (in a multi-unit or multi-storey building/apartment block) bearing the Service Address, which is owned or occupied by you and connected to the Network
- "Service Address"** : Refers to the address of the Premises at which we agree to provide the Service
- "Services"** : Refers to StarHub TV+ services which are provided by StarHub Cable Vision Ltd (Reg. No. 199103398C) by such names as we deem appropriate, and which include (i) the StarHub TV+ Services, (ii) the Free View Services; (iii) the StarHub TV Go VAS; (iv) the Live TV Services; (v) the SVOD Services; (vi) the TVOD Services; (vii) third-party applications; and (viii) such other content, packs, third-party sites or services as we may make available from time to time. The TV+ Services shall include the cabling, construction and connection services required to access the TV+ Services. **"Service"** refers to each of the abovementioned services individually
- "Software"** : Refers to any software programme, application and firmware including any upgrades provided to you as part of the Services or which allows you to access the Services
- "StarHub TV Go VAS"** : Refers to StarHub TV Go Value-Added Service

- “SVOD”** : Refers to subscription VOD
- "Territory"** : Refers to the Republic of Singapore
- “Third-party Sites”** : Has the meaning as set out in Clause 4.3
- “TVOD”** : Refers to transaction VOD
- “Viewing Period”** : Refers to the prescribed limited time frame during which you will be permitted to view a video that you have rented under the TVOD service
- “VOD”** : Refers to Video-On-Demand

3. STARHUB TV+ PASS

3.1 Description:

- 3.1.1 The following passes are available for subscription at the respective fees (or such other fee as we may prescribe from time to time):-
- (a) Entertainment+ (\$30.56/month);
 - (b) Asian+ (\$30.56/month);
 - (c) Malay+ (\$15.28/month);
 - (d) Indian+ (\$15.28/month);
 - (e) Filipino+ (\$15.28/month);
 - (f) Sports+ (\$25.46/month); and/or
 - (g) Starter+ (\$5.08/month).
- 3.1.2 Horse Racing channels are not available on the StarHub TV+ Service.
- 3.1.3 Starter+ is available for subscription on a 24-month StarHub TV+ Service contract only and is mutually exclusive with the other TV+ Passes listed above. For the avoidance of doubt, if a Customer elects to subscribe for Starter+, such customer will not be able to concurrently sign up for any of the other passes listed in Clause 3.1.1 above.
- 3.1.3 **Concurrent streams/devices:** For every StarHub TV+ subscription, each customer is entitled to 2 concurrent streams on 5 devices to access content as we may make available from time to time through StarHub TV+ Passes, add-in channels/packs and third-party content accessible via their own apps or websites. Our StarHub TV+ set-top box will not be counted towards the 5 devices that can be allowed to stream the content.
- 3.1.4 **Multiple StarHub TV+ subscriptions:** If you have multiple StarHub TV+ subscriptions, you are responsible to select your applicable TV Subscription ID for viewing entitlements when you log in with your Hub iD.
- 3.1.5 **Minimum Period of Service:** The term of the StarHub TV+ Service will be 24 months ("Minimum Period of Service"). At the point of sales when signing up or re-contract for the StarHub TV+ Service, you can choose to pay a monthly top-up fee of \$10.19 or \$20.37 to reduce the Minimum Period of Service to a 12-month contract or no-contract respectively.
- 3.1.6 **Top-up fee continues after Minimum Period of Service:** If you choose to a monthly top-up fee of \$10.19 to reduce the Minimum Period of Service to a 12-month contract, upon expiry of the initial 12-month contractual period, the monthly top-up fee will continue to be charged without any notice to you, until the Service is terminated in accordance with the applicable Service Specific Terms and Conditions.
- 3.1.7 **Add-Ons:** From time to time, we may choose to provide certain add-on channels or add-on apps that you may subscribe on top of your StarHub TV+ Pass(es) (the "**Add-Ons**"). As such

Add-Ons are supplementary to the subscribed Services, we may not make them separately available for purchase or subscription. Unless otherwise stated for specific promotions, Add-Ons are made available for subscription without any fixed commitment period.

- 3.1.8 **Modifications:** Except in relation to Starter+, you may subscribe to additional StarHub TV+ Passes at any point in time. However, you are only allowed to unsubscribe your Pass(es) once in a calendar month as long as you maintain at least one Pass at any time in your subscription, provided that it is not in the same calendar month as your initial sign-up or re-contract of the Service.

3.2 Minimum Period of Service and Early Termination Charges

- 3.2.1 **Minimum Contractual Period:** Unless otherwise stated at the time of applicable of the Services, the minimum period of a Service is 24 months from the commencement date as determined in accordance with Clause 2.19. The minimum period of service above or such other periods as we may determine from time to time shall each be known as a ("**Minimum Period of Service**"). Any period of suspension will not be counted towards the Minimum Period of Service.
- 3.2.2 **Early Termination Charge:** If you terminate your Service during the Minimum Period of Service, an Early Termination Charge will be incurred based on the remaining contractual period multiplied by the monthly subscription rate of the plan/pass(es) to be terminated.

3.3 StarHub TV+ Set-Top Box

- 3.3.1 Renting of set-top box(es) is optional. You may rent a StarHub TV+ set-top box at any time.
- 3.3.2 There will be a maximum limit of 4 set-top boxes (across all available models) that may be rented for each subscription of the StarHub TV+ Service. You will be notified of this maximum limit by us from time to time. If the number of set-top boxes that you require exceeds this maximum limit, you may still procure such additional set-top boxes by entering into an additional subscription for the TV+ Service.
- 3.3.3 **Standard Charges:** If you choose to rent a StarHub TV+ set-top box from us, you will be billed the prescribed Charge(s) for rental and any optional installation services:-
- (a) **Monthly rental fees:** A Charge of \$6.01/month or \$15.18/month (or such other rate as may be prescribed by us) will apply for StarHub TV+ Box or StarHub TV+ Pro respectively.
 - (b) **Additional set-top boxes:** For each additional set-top box you require, you will have to obtain the additional Equipment needed to support it at your own costs. Our technicians will advise you accordingly.
 - (c) **Installation fee:** You are responsible to conduct your own self-installation of the StarHub TV+ set-top box rented from us. Subject to our confirmation and the standard installation fees, you may request for us to install the StarHub TV+ set-top box at your premises. This installation service is limited to the installation of the first set-top box and each additional set-top box installed on the same trip at the same service address. Charges will be in accordance with the rates in our prevailing rate tables available on our website or at our customer service centre.

3.3.4 Exchange of faulty set-top boxes

- (a) **Eligibility:** Exchanges can be given where set-top boxes are faulty. Do note that exchanges are available to active residential StarHub TV+ customers. These customers must not be commercial customers.
- (b) **In-store exchanges:** You will need to return the faulty set-top box at selected StarHub Shops as notified by us and in accordance with our instructions.
- (c) **Non-return of Equipment or Accessories:** At the point of swapping your set-top box, Charges will apply for any remote controls and/or any Accessories that are not returned to us.

3.3.5 **Operating System:** The Equipment is integrated with the Android TV operating system to deliver Content and/or Services to you.

3.3.6 Google's terms and conditions

- (a) **Terms and conditions and privacy policies:** Besides these Service Specific Terms & Conditions, your use of the Equipment will also be governed by and subject to the terms and conditions and privacy policies imposed by Google (Google's privacy policy is available at <http://www.google.com/policies/privacy/>, or such other URL as Google may provide from time to time).
- (b) **Inconsistency of terms and conditions:** If any provisions contained in these Service Specific Terms & Conditions is in conflict with, or is inconsistent with, any provision of Google's terms and conditions and privacy policies, the provisions contained in these Service Specific Terms & Conditions shall govern and control.
- (c) **Acknowledgement, acceptance and agreement:** By using your voice to search for Content on the Equipment, you acknowledge that you have read, accepted and agree to be bound by the (i) Google Terms of Service (which may be modified from time to time), available at http://www.google.com/terms_of_service.html (or such other URL as Google may provide from time to time); and the (ii) Google Voice Acceptable Use Policy (which may be modified from time to time), available at <http://www.google.com/googlevoice/program-policies.html> (or such other URL as Google may provide from time to time).

3.4 Specific terms

- 3.4.1 **Channels available with set-top box:** Free-to-air channels (if applicable) are not supported on the StarHub TV+ streaming platforms except with a set-top box that may be rented for each subscription of the StarHub TV+ Service.
- 3.4.2 **Additional provisioning:** The lead time for additional provisioning performed by third-party network providers of Next Generation Nationwide Broadband Network is at least 2 working days to activate an existing fibre connection (or a longer lead time if installation and activation of a fibre termination point is required) before Free-to-air and StarHub TV+ channels (if applicable) can be viewed via our set-top box.
- 3.4.3 **StarHub TV Go Value-Added Service:** The StarHub TV Go Value-Added Service (VAS) is complimentary for StarHub TV+ customers. If you are a StarHub post-paid mobile customer, you will be able to stream via the StarHub TV+ app without incurring data charges if you set your mobile data access point (APN) to SHWAP under network settings of your mobile device. However, data charges at the prevailing rates may apply if you access the StarHub TV+ app using any other means of mobile data connections including 3G, 4G, LTE or 5G (NSA/SA) connections. For more details, please visit <http://www.starhub.com/personal/for-your-home/tv/tv-streaming.html>

3.5 Promotions

3.5.1 FreeView

Description: FreeView is available on a complimentary basis to you as a StarHub TV+ customer, for the time being. Charges may be applicable for certain channels upon expiry of the complimentary period, without notice to you.

3.5.2 Waiver of Delivery Fee

Description: For a limited period until such time that we may notify, we offer free delivery of set-top box(es) when requested together with a new sign-up or re-contract of a StarHub TV+ Service via our Online Store or Telesales. The delivery address must be located within mainland Singapore.

3.6 Video-on-Demand Services

- 3.6.1 **The Service:** Video-on-Demand ("**VOD**") Services are available via StarHub TV+ (each a "**VOD Platform**"). In relation to the VOD Services:-
- (a) there will be no cancellation, refund or exchange for the rental of selected videos;
 - (b) each video will be available to you only for viewing via the specific VOD Platform through which you purchased the video;
 - (c) each video will be available to you for viewing only during the prescribed viewing period (each a "**Viewing Period**"), before the Content expiry date;
 - (d) each Viewing Period shall be 48 hours for movies and single episodes of TV+ series, and 30 days for entire series of shows, or such periods as we may determine from time to time; and

(e) we reserve the right to reject any request by you to rent or purchase any video.

3.6.2 **Eligibility:** The StarHub VOD Service is available to active StarHub TV+ residential customers who:-

(a) are subscribing to a minimum of 1 StarHub TV+ Pass; and

(b) are using the StarHub TV+ set-top box.

3.6.3 **Availability:** The VOD Service is not available to (i) commercial customers, (ii) bulk tier customers, or (iii) customers whose accounts are being suspended by us.

3.6.4 **Charges:** You will be charged for each on-demand title purchase made on the TV+ set-top box.

3.6.5 **Limited licence:** Every rental of a video on a VOD Platform only provides you with a limited licence, and is not a sale of such video. Every purchase of an On-Demand title only provides you with a limited license. We are not selling title to the video. We will provide you with only a non-exclusive, non-transferable, and limited licence to view the On-Demand title for the stipulated viewing period. Such viewing shall be solely for your personal, non-commercial viewing, and no right, title or interest in such On-Demand title shall be deemed transferred to you as a result of the rental or purchase of an On-Demand title. The VOD service provided to you through the VOD Platforms shall be subject to such other usage, rental or licence conditions as we may notify you from time to time.

3.6.6 **No refunds:** We will not refund any payments made for On-Demand purchases.

3.6.7 **No discounts:** Employee discounts will not apply to On-Demand purchases.

3.7 Apps

3.7.1 Our TV+ Service allows access to various applications (including our applications and those of third-parties) ("**Apps**"). Through these Apps you may request for and access certain information, products, social media accounts, Content or other services ("**Third-Party Information**"). This Third-Party Information may be provided by us and/or third-parties. Our Consumer General Terms & Conditions, which you confirm you have read and agree to, explains our position on such Third-Party Information. You further agree to comply with the terms and conditions below applicable to the access and use of such Third-Party Information.

3.7.2 **Responsibility for use of Apps:** You are responsible for the use of the Service through your account(s) and for any Apps or Third-Party Information or other services accessed, procured, displayed or published through the Service. In this regard, you are liable for all Charges, transaction charges, fees, and other costs incurred through the use of the Service under your account or imposed by us, whether or not such Apps or Third-Party Information was accessed by you.

3.7.3 Access to third-party information through the Service

(a) **Publication of social media account Content:** We are not responsible for or liable to you or any third-party for any access, use and display of social media accounts through the Service, including any publication, communication, exhibition or

distribution of the social media account Content.

- (b) **Third-Party Information:** You may, through the Service, obtain or rely on certain Apps, information, products or services which are of a financial nature and supplied by third-parties. We do not provide the Apps or Third-Party Information and do not represent or warrant the accuracy, correctness, completeness or timeliness of such Third-Party Information.
- (c) **Not an offer:** None of the Apps nor Third-Party Information or other services available through the Service constitute a recommendation, or an offer to sell or a solicitation of an offer to purchase any investment or provide any investment advice or service. Independent advice should be sought before making any investment decision using the Apps, Third-Party Information or other services that you may obtain through the Service.
- (d) **Indemnity:** You will indemnify us, our Affiliates, employees, directors and agents in full against all claims, damages, losses, liabilities, costs, expenses, demands and actions resulting from all use of the social media accounts through the Service and for all Content contained therein.
- (e) **Changes, suspension or termination:** We may at any time, change, withdraw, suspend or terminate, without prior notice to you, any of the Apps, Third-Party Information, Content or services which are provided on the Service.

3.7.4 Customer Service Queries

- (a) **Queries:** Any queries, faults, defects or issues arising in relation to the Apps, Third-Party Information or other services that you access or procure through the Services should be directed to the relevant third-party provider of such Apps, Third-Party Information or other services, and not to us.
- (b) **Support in relation to the Service only:** You may call our Customer Service hotline at 1633 only in relation to the Service. Our Customer Service personnel will have no obligation to provide service or support in relation to the Third-Party Information or other services that are accessed or procured through the Service.
- (c) **Apps not supported:** You understand that certain Apps are not supported by the Service.

3.7.5 **Dissatisfaction with Service:** If you are dissatisfied with Service or with any of these Terms & Conditions, your sole and exclusive remedy is to discontinue access to the Service, or to terminate the Service.

3.8 Limited liability

In addition to any limitation of liability set out in the Consumer General Terms & Conditions, you cannot recover any other damages, including consequential, loss of profits, special, indirect, incidental or punitive damages from this Agreement. The exclusions and limitation of our liability in this Agreement includes, without limitation, the following:-

- 3.8.1 loss of data (whether partial or total);
- 3.8.3 data corruption;
- 3.8.4 Content on third-party websites, third-party programs or third-party conduct accessed via the

Equipment;

- 3.8.5 viruses or other disabling features that affect your access to or use of the Services;
- 3.8.6 incompatibility between the Equipment and other services, software or hardware; and
- 3.8.7 claims for:-
 - 3.8.7.1 breach of contract;
 - 3.8.7.2 breach of warranty, guarantee or condition;
 - 3.8.7.3 strict liability;
 - 3.8.7.4 tort (including negligence or breach of statutory duty); or
 - 3.8.7.5 misrepresentation.

This Clause will continue to apply even if your remedy does not fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of damages.

4. INTERNET TV SERVICES

4.1 Live TV Services/SVOD Services

4.1.1 **Packs:** You may request for, and we may provide all or some of the following packs to you:-

- (a) Starter;
- (b) Go Max;
- (c) Go Sports; and/or
- (d) such other packs as we may make available from time to time.

4.1.2 **Monthly Charge:** Each Live TV Service or SVOD Service has a recurring monthly subscription Charge which will be billed monthly in advance and in accordance with this Clause 4.1 and Clause 4.8 below. The Charges will be applicable from the first day of activation and will be pro-rated from the commencement date to the date of the next billing cycle unless we otherwise agree in writing.

4.1.3 **Discounts:** We may, from time to time, offer certain limited discounts to the monthly subscription Charges for certain named packs, and such discounts would be subject to such terms and conditions as we may stipulate from time to time. You agree to accept such terms and conditions together with the discounts offered. Such offers will be made for such limited periods as may be determined by us in our sole discretion and will be applicable for the named packs only and not to any other packs that may also be available.

4.1.4 Billing

(a) **Prepaid bill:**

- (i) **iOS In-App Purchase(s):** If you do not have a StarHub post-paid billing relationship with us and you are using an iOS platform, you will have to procure a 30-Day Pass on a recurring basis ("iOS 30-Day Pass").

4.1.5 **No refund:** The applicable Charges for the iOS 30-Day Pass or Recurring Credit Card Payments are advance payments for which no refunds will be provided for any cancellation or termination during a billing cycle.

4.2 TVOD Services

4.2.1 **Eligibility:** The TVOD Services are not available to commercial customers, non-residential customers, bulk tier customers or to customers whose accounts are being dunned by StarHub.

4.2.2 **Charges:** Charges will apply for each Video rented by you. The Charges are inclusive of GST and will be adjusted according to the prevailing GST rates.

4.2.3 **No cancellation, refund and exchange:** There will be no cancellation, refund or exchange for rental of selected Videos.

4.2.4 **Viewing platform:** Each Video will be available to you for viewing via the StarHub Internet TV Services only and not through other Services such as StarHub Fibre TV Service.

4.2.5 Viewing Period

- 4.2.5.1 **Content Expiry Date:** Each Video will be available to you for viewing only during the prescribed Viewing Period, subject always to the Content Expiry Date. The Videos will not be available to you whether for viewing or in any other form, after the

Content Expiry Date.

4.2.5.2 **Movies & TV series:** The Viewing Period will be 48 hours for movies and single episodes of TV series and 30 days for entire series, or such periods as may be prescribed by us from time to time.

4.2.6 **Our right:** We reserve the right to reject any request by you to rent or purchase any Video.

4.2.7 **License:** You acknowledge and accept that the aforesaid rental of a Video is a limited licence and not a sale with respect to such Video. Save and except for a non-exclusive, non-transferable, limited licence to view each rented Video for the stipulated Viewing Period on the Services solely for your personal, non-commercial viewing, no right, title or interest in such Video shall be deemed transferred to you as a result of the rental.

4.2.8 **Other conditions:** The TVOD Service is provided to you subject to such other usage, rental or licence conditions as we may notify you from time to time.

4.2.9 **Billing:** You will be billed for the TVOD Services via your designated post-paid billing account, or if you so request, via your credit card, and our records of your use and consumption of the TVOD Services shall prevail.

4.3 Access to Third-Party Sites

We may at our discretion, through or as part of any of the Services (including via your Hub iD), provide you with complimentary access to third-party links, websites, applications or apps which are owned, operated or maintained by parties other than us ("**Third-Party Sites**"). Such access may be given on such terms and conditions or eligibility criteria as we may determine from time to time.

4.4 **Other third-party sites:** With effect from 30 January 2018, if you (i) are a subscriber of StarHub TV Go VAS; (ii) have subscribed to the relevant related TV pack; and (iii) have met any other eligibility criteria as we may specify, we may give you access of the following third-party sites as we may determine from time to time through StarHub TV Go VAS:-

4.4.1 BBC Player;

4.4.2 HBO Go;

4.4.3 TVB Anywhere+ (VOD Zone);

4.4.4 beIN SPORTS CONNECT;

4.4.5 Viu Premium;

4.4.6 ZEE5 Premium; and

4.4.7 iWantTFC Standard

For the avoidance of doubt, we reserve the right to change the above list of third-party sites at our discretion and without prior notice to you.

4.5 **IOS Devices:** iOS users may access HBO Go, TVB Anywhere+, Viu Premium, ZEE5 Premium and iQIYI only if access is purchased on www.starhubtvplus.com.

4.6 Third-Party Sites

4.6.1 **Disclaimer:** The Third-Party Sites are not owned, operated, maintained, recommended, endorsed or guaranteed by us. You agree that:-

4.6.1.1 all Content, products, services or information transmitted or made available via the

Third-Party Sites, are the sole responsibility of the owners or operators of such Third-Party Sites;

- 4.6.1.2 we will not be liable in any way for any Content, products, services or information which you may access, use or acquire via the Third-Party Sites;
- 4.6.1.3 you are solely responsible for all Content, products, services or information that you transmit or make available to or through the Third-Party Sites;
- 4.6.1.4 we do not control any Content, products, services or information which you may access, use or acquire through the Third-Party Sites and we do not endorse or guarantee the accuracy, reliability, integrity, legality or quality of such Content, products, services or information;
- 4.6.1.5 by using the Third-Party Sites, you may be exposed to third-party Content, products, services or information that may be defamatory, offensive, indecent, objectionable or illegal; and
- 4.6.1.6 we may, at our discretion and without notice to you, refuse or remove or deny access to Third-Party Sites, and thereby refuse, remove or deny access to any Content, products, services or information available from such Third-Party Sites.

We will not be liable to you or any third-party under any of Clauses 4.6.1.1 to 4.6.1.6 above.

- 4.6.2 **No liability:** Without prejudice to Clause 4.6.1 above, we will not be liable or responsible in any way if you encounter any problems with the Content, products, services or information that you obtain via the Third-Party Sites. We assume no liability or responsibility for the acts or defaults of the providers of the Third-Party Sites, or parties providing the Contents, products, services or information thereunder or for any non-delivery, non-performance or defects in any such Content, products, services or information.
- 4.6.3 **No warranty:** We expressly disclaim all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, service availability and non-infringement in relation to the Third-Party Sites and the Content, products, services or information offered by the Third-Party Sites, to the fullest extent allowed by law. No advice or information whether oral or written, obtained by you from or through the Third-Party Sites will create any warranty not expressly made hereunder.
- 4.6.4 **Privacy policies:** Please review the terms of use and privacy policies governing the Third-Party Sites and if you do not agree to be bound by the terms of such Third-Party Sites, we recommend that you discontinue your use of that Third-Party Site. In the event of any conflict or inconsistency with the terms and conditions of such Third-Party Sites and these Services Specific Terms & Conditions, the latter shall prevail.
- 4.6.5 **Access to Third-Party Sites:** For the avoidance of doubt, if you access such Third-Party Sites via any of our Services, you remain subject to all our Service Specific Terms & Conditions applicable to the relevant Service as well as the StarHub Personal Data Protection Policy. Likewise, if you use your Hub iD to access such Third-Party Site, you remain subject to the applicable Service Specific Terms & Conditions for the Hub iD. Notwithstanding the foregoing, we will not be responsible for or liable to you for how such third-parties use your Personal Data or any other personally identifiable information that you may provide or that they may have of you through your access of such Third-Party Sites.
- 4.6.6 **Customer support:** If you have any concerns, queries or disputes arising from your use of the Third-Party Sites, please refer to the customer support services of such Third-Party Sites.
- 4.6.7 **Termination:** In the event that the Service through which you are given access to such Third-Party Sites is terminated, your access to such Third-Party Sites and all Content, products, services and information provided thereunder, will be similarly terminated without

further notice or liability to you.

4.7 Content and your responsibilities

- 4.7.1 **Our right:** We retain the sole right and discretion to determine the type, nature, genre, quality and quantity of Content made available on or through any of the Services.
- 4.7.2 **Your responsibility:** You are responsible for the use of the Services under your account(s) and for any Content disseminated through your account(s).
- 4.7.3 **Restrictions on use:** You must not use or allow any part of the Services to be used:-
- 4.7.3.1 to transmit any Content received under the Services to any other personal computer, laptop, mobile phone or other similar device(s) (other than your Equipment) unless otherwise permitted by us; and
- 4.7.3.2 to transmit any Content received under the Services outside the geographic boundaries of Singapore unless otherwise permitted by us.
- 4.7.4 **No liability:** You agree to use the Services at your sole risk and that we will not have any liability to you for the type of Content that you may access, including without limitation, Content that you may find offensive, indecent, or objectionable.
- 4.7.5 **No downloads:** The Services are streaming services and you are not permitted to download any of the Content at any time for any reason.

4.8 Billing

4.8.1 Post-paid Services

- 4.8.1.1 **Payments:** You will be billed in advance for the subscription fees at monthly intervals or such intervals as may be approved by us, unless you elect to prepay the subscription fees. You will be subject to a standard late payment fee if payment is not made by the relevant due date.
- 4.8.1.2 **Change in method of payment:** Any change in the method of payment and any termination will only be effected from your next billing cycle.
- 4.8.2 **Other charges:** The applicable Charges for the Services do not include internet connectivity charges, data charges or such charges necessary for your connection to the internet in order to access the Services. You will have to bear such charges from the relevant providers of internet connectivity, at their prevailing rates.

4.9 Equipment

- 4.9.1 **Access to the Services:** In order to access the Services, you must acquire and procure such Equipment as may be necessary for you to access the Services.
- 4.9.2 **Specifications and minimum system requirements:** You are responsible for ensuring that the Equipment that you have meet the specifications and minimum system requirements for the Services as may be stipulated by us, and that they are compatible and may properly function to access the Services.
- 4.9.3 **No liability:** We will not be liable for any Equipment or Service failure or performance degradation resulting from the non-compliance of such requirements as set by us from time to time. You acknowledge and accept that certain applications are not supported by the Services.

4.10 Liability

4.10.1 Disclaimers

4.10.1.1 We expressly disclaim all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, service availability 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 Services will create any warranty not expressly made in this Agreement.

4.10.1.2 We do not warrant to you that the Services or the Content are error free or are free of any unauthorized code, software virus, Trojan Horse, worm, logic bomb or other software routine or components designed to permit unauthorised access, to deny authorised use, to disable, erase, or otherwise harm software, hardware or data, or to perform any unauthorised actions.

4.10.2 **Remedy:** If you are dissatisfied with any of the Services or with the Content, products or services available on or through any of the Services or with any of these Terms & Conditions, your sole and exclusive remedy is to discontinue your access and use of the Service or terminate the Service according to this Agreement.

4.11 Proprietary rights

4.11.1 **Intellectual Property:** All Content contained in advertisements or sponsorships presented to you through the Services by us, our advertisers, content/application providers or third-parties, are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You agree that you are only permitted to use such Content as expressly authorised by us, the advertiser, the provider or third-party in question.

4.11.2 **Restrictions:** You are not permitted to copy, reproduce, distribute, or create derivative works from such Content without written authorisation from us, the advertiser, the provider or third-party in question.

4.11.3 **No transfer of Intellectual Property Rights:** You acknowledge and agree that save and except for the limited permissions on the use of the Services and Content as expressly provided in these Terms & Conditions, no right, title or interest in any of the Content shall be deemed transferred to you through the provision of the Services or through access to the Content that you obtain through the Services.

4.12 Ending the Services

4.12.1 **Method of termination:** 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 4.12, each or all of the Services under this Agreement or this Agreement may be terminated in the following manner unless otherwise agreed in writing by you and us:-

4.12.1 by you giving us prior notice of at least 7 working days; or

4.12.2 by us giving you prior notice of 7 working days.

4.12.2 **Refund:** If any Service or this Agreement is terminated for any reason, there will be no refund of any pre-payments or payments in advance made by you.

4.12.3 **Termination:** The Services under this Agreement or this Agreement may be terminated in the event of:-

4.12.3.1 your death; or

4.12.3.2 for any reason beyond our control (including loss of any licence, way-leave or easement, requirements of any governmental or regulatory authority or orders by the court and failure to deliver by a thirdparty supplier) we are unable to provide any

of the Services or the Network connection.

We may suspend or terminate all, any or part of any of the Services or terminate this Agreement with immediate effect without compensation and without prejudice to our rights to damages for any antecedent breach by you of this Agreement.

- 4.12.4 **Remedy:** You may immediately contact our customer service, either by calling our customer service line or visiting any of our customer service centres to tell us why such suspension or termination should not occur. We will consider each case and where we deem appropriate, will not proceed with the suspension or termination of such account or take any other appropriate action where necessary.

4.13 Changes to the Services

We may change any of the Services or any bundles or packs of the Services, by amending, substituting or withdrawing any channel, programme, bundles or packs in such manner as we may determine in our absolute discretion. We may also from time to time revise the Charges for the Service.

4.14 StarHub Internet TV Voucher Code

- 4.14.1 From time to time, we or our selected partners may run promotions (such as waivers or discounts to subscription fees for a limited stipulated duration) under which you will be issued a StarHub Internet TV Voucher Code relating to the StarHub Internet TV Service or the relevant stated StarHub TV+ Pack. These are StarHub's Service Specific Terms & Conditions for our customers who have been issued these StarHub Internet TV Voucher Codes.

- 4.14.2 **Partners:** You may refer to our list of selected partners who are authorised to issue the StarHub Internet TV Voucher Codes at <http://www.starhub.com/tvplus-faq>. No offers or promotions made by any person, entity, partner or third-party who is not listed as one of our selected partners at the abovementioned website will be recognised, accepted or honoured by us.

- 4.14.3 **Validity Period:** Each Voucher Code issued by us will have a fixed validity period of 30 days from the date of issue, regardless of the time when you actually receive the StarHub Internet TV Voucher Code (the "**Validity Period**"). The responsibility lies solely with the selected partner to issue the StarHub Internet TV Voucher Code to you as soon as they receive it from us. No redemption will occur if you use the Voucher Code beyond the stated Validity Period.

4.14.4 Redemption

- 4.14.4.1 **Eligibility:** You will be able to redeem the validly issued StarHub Internet TV Voucher Code if:-

- 4.14.4.1.1 you are a new subscriber of StarHub Internet TV Services or the relevant StarHub TV+ Pack;
- 4.14.4.1.2 you do not have outstanding bills due to us under any account; and
- 4.14.4.1.3 have a valid Hub iD.

Upon redemption, each validly issued StarHub Internet TV Voucher Code will entitle you to enjoy the relevant promotion in relation to the StarHub Internet TV or StarHub TV+ Pack Service.

- 4.14.4.2 **Method of redemption:** To redeem your voucher, you will have to key in the validly issued StarHub Internet TV Voucher Code at the time you apply for your new subscription of StarHub Internet TV Services or the relevant StarHub TV+ Pack.

- 4.14.4.3 **Entitlement to the voucher:** We reserve the sole right to determine your

entitlement to any promotion made in relation to each StarHub Internet TV Voucher Code, and to reject any proposed redemption of the StarHub Internet TV Voucher Codes at our sole discretion.

4.14.5 Existing Subscribers

The StarHub Internet TV Voucher Code will not entitle you to any discounts or waivers under the relevant promotion if you are already an existing subscriber of StarHub Internet TV Services or of the relevant StarHub TV+ Pack.

4.14.6 Expiration

4.14.6.1 **Free subscription period:** If you were offered a free subscription period to the StarHub Internet TV Services or StarHub TV+ Pack, the subscription will expire automatically at the end of the free subscription period. If you wish to continue to enjoy the StarHub Internet TV Services or the relevant StarHub TV+ Pack, you will have to make a fresh subscription for the relevant StarHub Internet TV or StarHub TV+ Pack Service after the end of the free subscription period.

4.14.6.2 **Extension periods:** We will not provide any extensions or other further periods of any of the promotions regardless of what the selected partners or any other third-parties have offered to you. Please refer to the relevant selected partners if they have offered you discounts or waivers which is different from that stipulated by us.

4.14.7 Additional terms

4.14.7.1 **Our right:** We reserve the sole right to determine the validity of each StarHub Internet TV Voucher Code, the relevant selected partners who may offer you a StarHub Internet TV Voucher Code, the terms of each StarHub Internet TV Voucher Code, and the extent of the promotion, waivers or discounts to be granted under each StarHub Internet TV Voucher Code. In the event of any inconsistency or contradiction between any statements or interpretation made by any third-parties in relation to any StarHub Internet TV Voucher Code and us, our statements and interpretations will prevail.

4.14.7.2 **Applicability of voucher:** Any StarHub Internet TV Voucher Code issued hereunder does not entitle you to any other discounts or waivers for any other StarHub Services.

4.14.7.3 **No offsets:** The StarHub Internet TV Voucher Codes cannot be used to offset existing subscription Charges or outstanding balances due to us.

4.14.7.4 **No exchange, refund or transfer:** The StarHub Internet TV Voucher Codes are non-exchangeable for cash or kind, are non-refundable and non-transferable.