# STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS STARHUB STREAMING BOX

These are StarHub's Service Specific Terms & Conditions for customers who use our StarHub Streaming Box (the "**Equipment**") to access the Services.

# I. Service Specific Terms & Conditions

- In addition to these Service Specific Terms & Conditions, there may be other Service Specific Terms & Conditions (specifically, the StarHub TV+ 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. Operating System

The Equipment is integrated with the Android TV operating system to deliver Content and/or Services to you.

# 3. Terminology

Term	Description
Equipment	Refers to the StarHub Streaming Box (including any accessories that may be packaged with it) provided by StarHub Cable Vision Ltd (Reg. No. 199103398C) ("StarHub Cable Vision") under this Agreement which you use to obtain or access the Service
Services	Refers to our internet TV services which are provided by StarHub Cable Vision by such names as we deem appropriate, and which include (i) the Free View Services; (ii) the Live TV Services; (iii) the SVOD Services; (iv) the TVOD Services; and (v) such other content, packs, third-party applications, sites or services as we may make available from time to time  "Service" refers to each of the abovementioned services individually

#### 4. Access

- 4.1 **Hub iD**: To access the Service provided by us through the Equipment, you must first register for a Hub iD.
- 4.2 **Services not provided by StarHub**: Notwithstanding Clause 4.1 above, a Hub iD is not required to use the Equipment to access services that are not provided by us. You may use the Equipment to access

services not provided by us from the moment you make payment for the Equipment, regardless of whether you have created a Hub iD.

# 5. Go Family Bundle Promotion

- 5.1A **Discontinued Promotion:** Do note that the Go Family Bundle Promotion is no longer available for new subscriptions with effect from 3 September 2019.
- 5.1 **The Promotion**: For a limited period of time (as may be determined by us), a bundled Go Family subscription will be bundled with the purchase of each Equipment.
- 5.2 **Duration of Promotion**: The duration of the bundled subscription to Go Family will depend on the bundle you purchase from us. If you purchase more than I Equipment, you will be entitled to aggregate bundled-subscription period(s) of this Promotion. When your initial free-subscription period is over, the next bundled-subscription period will begin.
- **Subscription rates**: The prevailing monthly subscription rates of Go Family will apply upon the end of your bundled-subscription period(s) until you cancel your Go Family subscription.
- 5.4 **Cancellation of subscription**: Upon the end of your bundled-subscription period(s), you may cancel your subscription of Go Family at any time and there will be no refund for the purchase of the Equipment and any monthly recurring Charges that you have already paid.

# 6. Use of Equipment

- 6.1 Access of Services: You must purchase the Equipment from us in order to access the Services.
- **Your responsibility**: You are responsible for using, storing and keeping the Equipment (both hardware and software) in accordance with the applicable instructions, notices or specifications and you must not modify, tamper or interfere with the Equipment in any way, nor allow anyone else (other than a person authorised by us) to do so. Additionally, you are responsible for all hardware, systems and/or software that you connect to the Equipment.
- 6.3 **Unauthorised access, streaming or use**: You acknowledge that any unauthorised access, streaming or use of the Equipment is a violation of these Service Specific Terms & Conditions and is strictly prohibited.

# 7. Hardware limited warranty

- 7.1 Warranty Period: StarHub Cable Vision warrants the hardware of any Equipment that you purchase from us against defects in material and workmanship for a period of I year from the date of purchase (the "Warranty Period"). If your Equipment is out of warranty, you may opt to purchase a new Equipment set.
- 7.2 **Making a claim**: To make a claim during the Warranty Period, you shall provide the Equipment to our authorised third party service centre (the "**Authorised Service Centre**") to assess the claim.
- 7.3 **Exchange right**: For any Equipment that is assessed by the Authorised Service Centre to be defective within the Warranty Period, you are entitled to a I-to-I exchange of the Equipment. In the event that your Equipment is exchanged, the replacement unit(s) provided to you will be warranted for the remainder of the original Warranty Period (calculated based on Clause 7.1 above). This exchange shall be your only remedy for defective Equipment.

- 7.4 **Scope of the warranty**: The warranty set out in Clause 7.1 above does not cover:-
  - 7.4.1 software, apps, programmes, installation, set-up or issues related to the service(s) provided by your internet service provider, channel providers or content providers;
  - 7.4.2 damage due to acts of God, accident, misuse, abuse, negligence, commercial use, modification of hardware or damages caused by other devices;
  - 7.4.3 damage due to the installation of any third party software, apps and/or launchers other than StarHub's Streaming Box launcher;
  - 7.4.4 consumables (such as batteries); and
  - 7.4.5 defects caused by the use of the Equipment in violation of these Service Specific Terms & Conditions.

#### 8. Installation

As the Equipment is designed for ease of use, we do not provide installation services for the purposes of installing the Equipment. However, we may, at a time determined by us, introduce installation services in the future.

# 9. Google's terms and conditions

- 9.1 **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 <a href="http://www.google.com/policies/privacy/">http://www.google.com/policies/privacy/</a>, or such other URL as Google may provide from time to time).
- 9.2 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.
- 9.3 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 <a href="http://www.google.com/terms\_of\_service.html">http://www.google.com/terms\_of\_service.html</a> (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 <a href="http://www.google.com/googlevoice/program-policies.html">http://www.google.com/googlevoice/program-policies.html</a> (or such other URL as Google may provide from time to time).

### 10. Streaming quality

The quality of streaming may vary from television to television, and may be affected by a variety of factors such as the speed of your internet connection and/or your location. As the internet connection can be provided by a third-party internet service provider, you agree that StarHub is not responsible and shall not be liable for the connection and the quality of transmission.

## 11. Software updates

The software is automatically checked and updated when it is connected to an active internet connection.

# 12. 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:-

- 12.1 the Equipment;
- 12.2 loss of data (whether partial or total);
- 12.3 data corruption;
- 12.4 Content on third-party websites, third-party programs or third-party conduct accessed via the Equipment;
- 12.5 viruses or other disabling features that affect your access to or use of the Services;
- 12.6 incompatibility between the Equipment and other services, software or hardware; and
- 12.7 claims for:-
  - 12.7.1 breach of contract;
  - 12.7.2 breach of warranty, guarantee or condition;
  - 12.7.3 strict liability;
  - 12.7.4 tort (including negligence or breach of statutory duty); or
  - 12.7.5 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 the damages.