

## EULA for Mobile Application

### SMARTSUPPORT APPLICATION

### END USER LICENSE AGREEMENT

**THIS END USER LICENSE AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU (EITHER (A) AN INDIVIDUAL USER OR (B) A BUSINESS ENTITY) AND STARHUB MOBILE PTE LTD (“STARHUB”) FOR THE SMARTSUPPORT APPLICATION (“APPLICATION”). THIS AGREEMENT IS A SEPARATE AND INDEPENDENT AGREEMENT FROM THE MOBILE PLAN YOU HAVE SIGNED WITH STARHUB ("MOBILE PLAN") AND THE SMARTSUPPORT AGREEMENT AND TERMS AND CONDITIONS WHICH YOU HAVE SIGNED WITH STARHUB ("SMARTSUPPORT AGREEMENT") AND WHICH CONTINUE TO APPLY TO YOUR RELATIONSHIP WITH STARHUB IN RELATION TO THE SMARTSUPPORT SERVICES (AS DEFINED IN THE SMARTSUPPORT AGREEMENT). THIS AGREEMENT LIMITS THE LIABILITY OF STARHUB AND THE LICENSOR TO YOU. BY CLICKING “ACCEPT” YOU ARE AGREEING TO BE LEGALLY BOUND BY THIS AGREEMENT OR YOU REPRESENT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE BUSINESS ENTITY (IF APPLICABLE). IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK “ACCEPT” AND DO NOT USE THE APPLICATION.**

**1. GENERAL INFORMATION.** The APPLICATION includes software provided by StarHub or the Licensor (together the “Providers”) as applicable, which allows the APPLICATION to operate on Your mobile device. Not all of the functions of the APPLICATION may be available to You at all times. Additionally, not all functions of the APPLICATION may be available on all mobile devices. The functions of the APPLICATION are only available to mobile devices on operating systems Android 5.0+ or iOS 9.0+, and associated with an active StarHub mobile number. The APPLICATION functions are not available on Windows mobile devices. The Providers reserve the right, at any time, to modify, change, suspend or discontinue any or all of the functions of the APPLICATION, without prior notice to You. The Providers also reserve the right to suspend or discontinue Your access to the APPLICATION without prior notice to You if You fail to pay any fees or charges related to the APPLICATION or otherwise violate the terms of this Agreement. You may terminate this Agreement and Your use and access of the APPLICATION at any time by contacting SmartSupport Hotline 800-852 6030.

**2. DEFINITIONS.** In this Agreement: (i) the word “StarHub” include StarHub Mobile PTE LTD and its parents, subsidiaries, affiliates, agents, employees, successors and assigns; (ii) the words “We” and “Us” and “Our” refer to StarHub; (iii) the words “You” and “Your” include individuals who, in any manner, access or use the APPLICATION and any persons or entities represented by those individuals in a legal capacity; (iv) the word “Providers” has the meaning assigned to it in clause 1 above; and (v) the word “Licensor” means NEW Asurion Singapore Pte Ltd and its parent, subsidiaries, affiliates, agents, employees, successors and assigns.

**3. ABILITY TO ACCESS OR USE.** The APPLICATION may only be accessed or used by individuals who are at least 18 years of age or individuals who can enter into legally binding contracts under applicable laws. If You are not at least 18 years of age or You cannot enter into legally binding contracts under applicable laws, You are not authorized to access or use the APPLICATION. Furthermore, if You are a person who is barred from receiving the APPLICATION under the laws of Singapore or any other applicable jurisdictions, You are not authorized to access or use the APPLICATION.

**4. LICENSE GRANT AND PROVISION OF THE APPLICATION.** Subject to Your ongoing compliance with this Agreement and to Your payment of any fees or charges associated with the APPLICATION, we hereby grants You a personal, revocable, non-transferable, non-exclusive limited right to use the software in the APPLICATION to operate the APPLICATION on Your mobile device. You acknowledge

and agree that we may provide the certain functions of the APPLICATION through partners, suppliers or other third parties of the Providers (“**Service Providers**”).

**5. RESTRICTIONS ON USE.** You shall use the APPLICATION strictly in accordance with this Agreement and shall not directly or through a third party: (i) attempt to decompile, reverse engineer, disassemble, derive the source code of or decrypt the APPLICATION; (ii) make any modification, adaptation, improvement, enhancement, translation or derivative work from the APPLICATION; (iii) violate any applicable laws, rules or regulations in connection with Your access to or use of the APPLICATION; (iv) rent, lease, sell, redistribute or sublicense the APPLICATION or any aspect thereof; (v) remove, obscure, or alter any proprietary notices (including any notice of copyright or trademark) of the APPLICATION; (vi) install, use or permit the APPLICATION to exist on more than one mobile device at a time; (vii) distribute the APPLICATION to multiple mobile devices; (viii) make the APPLICATION available over a network or other environment permitting access or use by multiple mobile devices or users at the same time; (ix) use any of our and/or the Licensor's proprietary information, interfaces or other intellectual property in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the APPLICATION; (x) use the APPLICATION while operating heavy machinery or engaging in any activity where insufficient attention on your part could result in personal injury, death or property damage; (xi) misuse the APPLICATION including, without limitation, using the APPLICATION in any manner that: (a) interferes with or interrupts the APPLICATION or any hardware, software, system or network connected with the APPLICATION; (b) infringes copyright, trademark or any intellectual property rights or discloses a trade secret or confidential information in violation of a confidentiality or non-disclosure agreement; (c) stalks, harasses, threatens or harms any person or is otherwise invasive of another's privacy rights; (d) is fraudulent or unlawful or contains defamatory or illegal information, images, materials or descriptions; (e) promotes or provides instructions for illegal activities; (f) encourages any conduct that would constitute a criminal offense or that gives rise to civil liability; (g) uses the APPLICATION on a device without permission; (h) tampers with or makes an unauthorized connection to the network of any wireless service provider; (i) involves reselling any part of the APPLICATION to any other individual or entity; or (j) disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware.

**6. COMMUNICATIONS.** You consent and agree to receive updates, messages, notices and disclosures related to the APPLICATION in either SMS or electronic form. Those communications are considered to be a part of the APPLICATION, and You will not be able to opt out of receiving them. You acknowledge and agree that You are solely responsible for the payment of any additional fees or charges such as data charges that are associated with or related to the communications and which will be charged as per the Mobile Plan and the SmartSupport Terms and Conditions. YOU WILL INCUR DATA USAGE BY DOWNLOADING AND USING THE APPLICATION.

**7. PASSWORD AND ACCOUNT INFORMATION.** You may be asked to provide an email address and create a password in order to access certain features and functions of the APPLICATION. You acknowledge and agree that You will provide true, accurate, current and complete information when accessing and using the APPLICATION. If You provide any information that is untrue, inaccurate, outdated or incomplete or we or the Licensor have reasonable grounds to suspect that You have provided such information, we and the Licensor have the right to suspend or terminate Your access to the APPLICATION. You are solely responsible for keeping any password associated with Your use of the APPLICATION website strictly confidential. Anyone with access to Your password may be able to access and use the APPLICATION functions on Your mobile device. If You suspect or know that the confidentiality of Your password has been compromised, You should change Your password immediately. You acknowledge and agree that You are responsible and solely liable for any claims, damages, losses, costs or other liabilities resulting from or caused by any failure by You to keep Your password confidential, whether such failure occurs with or without Your knowledge or consent.

**8. CLICK-TO-CALL FUNCTION.** If available to You, the Click-to-Call function will allow you to make a call to a tech specialist (“TS”) representative directly from Your mobile device. The TS representative who answers that call will automatically receive certain information about Your mobile device, including Your settings information, battery levels and storage levels, that will allow the TS representative to assist You (“TS Information”). Your use of TS is subject to and governed by the terms and conditions of the SmartSupport Agreement. Your use of the Click-to-Call function will cause You to incur any charges or fees normally incurred for a call made from Your mobile device.

**9. ASYNC CHAT FUNCTION.** If available to You, the Async Chat function may allow You to interact with and receive assistance from a TS representative on Your mobile device. Your use of the function may convey certain information about Your mobile device to the TS representative, including, without limitation, Your settings information, Your performance and data usage, Your battery and storage levels, and information regarding Your installed apps.

**10. SCREEN SHARING FUNCTION.** If available to You, the Screen Sharing function may allow a TS representative to remotely share the screen of Your mobile device with Your authorization during a live call to assist You in managing some limited features on Your mobile device. This function, if available, will only be utilized with Your knowledge and authorization.

**11. REMOTE ACCESS FUNCTION.** If available to You, the Remote Access function may allow a TS representative to remotely access Your mobile device with Your authorization during a live call to assist You in managing some limited features on Your mobile device. This function, if available, will only be utilized with Your knowledge and authorization. Your use of the function may convey certain information about Your mobile device to the representative, including, without limitation, Your settings information and information regarding Your installed apps.

**12. PROACTIVE NOTIFICATIONS.** If available to You, the proactive notifications function may allow You to receive communications about Your mobile device including receipt of information which offers improvements about the functional performance of Your mobile device.

**13. CLICKABLE CARDS.** If available to You, the Clickable Cards function may allow tips and tricks to (i) improve performance of Your mobile device; and (ii) inform You about topics which may be of interest to the You based upon Your use of apps installed on the Your mobile device.

**14. TS SERVICE.** The APPLICATION allows you to access TS services (“Services”) via the “Click-to-Call” and “Async Chat” functions. The Services only include (a) technical support for the use of supported mobile devices and the operating systems and the operating systems and software applications either thereon or intended to be used thereon; and (b) technical support for the use of the mobile device with other devices and services manufactured to be compatible with the mobile device or intended to be connected thereto. The Services do not include, among other things, (a) assistance with third-party software or services that are not related to Your mobile device; (b) diagnostic support not related to Your mobile device; (c) modification of Original Equipment Manufacturer (“OEM”) software; (d) installation of third-party software or OEM drivers not supported by Your mobile device; (e) installation of non-sanctioned applications; (f) data migration from device to device; (g) assistance with StarHub network coverage issues; (h) over-the-air updates to operating systems, firmware or other software; (i) computer set-up, support or repair; (j) home or wireless router/modem or network setup, support or repair; and (k) peripheral setup, support or repair. The Services are developed and provided by Providers and are available Monday through Sunday between 9:00 a.m. and 6:00 p.m. SGT. The Services are available only for the supported mobile devices described in clause 1. To use the Services, You must be a StarHub customer, or You must pay any fees or charges associated with the Services. You may be able to access the Services via telephone at 800 852 6028 (+65 6822 2218 from overseas) or via the Application’s “Click-to-Call” and “Async Chat” features.

**15. PAYMENT.** You agree to pay all fees charged by StarHub for the APPLICATION regardless of whether You have electronically downloaded, installed or used the APPLICATION. If You fail to pay the charges for the APPLICATION when due, we will be entitled to pursue any and all legal remedies to collect the amounts owed by You and also will be entitled to, and are hereby authorized to, suspend the provision of the APPLICATION and disable Your use of the APPLICATION and the APPLICATION functions until such fees are paid. StarHub and the Licensor shall not be liable for any liabilities, losses or damages resulting from any failure in the functionality of the APPLICATION caused by or resulting from Your failure to pay any amounts when due. StarHub hereby reserves the right to change the applicable fees for the APPLICATION or the related service package at any time and will take reasonable efforts to provide You with prior notice of any such change.

**16. SAFE AND LAWFUL USE OF THE MOBILE APPLICATION SERVICES.** When using the APPLICATION, You shall: (i) observe all traffic laws and otherwise drive safely; (ii) use Your own personal judgment while driving a vehicle, operating any machinery, or otherwise engaging any activity that poses a risk to the health or safety of You or any other persons; (iii) not interact with the APPLICATION unless You are in a safe, secure and stationary environment (e.g., a parked vehicle); (iv) not use the APPLICATION for any illegal, unauthorized, unintended, unsafe, hazardous, or unlawful purposes or in any manner inconsistent with this Agreement; and (v) arrange all wireless devices and cables necessary for use of the APPLICATION in a secure manner in Your vehicle so that they will not interfere with Your driving and will not prevent the operation of any safety device (e.g., an airbag).

**17. COLLECTION, STORAGE AND USE OF INFORMATION AND PRIVACY POLICY.** You hereby acknowledge and agree that the Providers may engage Service Providers to perform the services set out in this APPLICATION. You hereby consent to StarHub's provision of any information provided by you to StarHub previously, including but not limited to your full name, NRIC, passport number or other identification number, billing and residential address and contact telephone number ("Customer Information") to the Providers and to the storage of your Customer Information by the Providers, or by their respective Service Providers, in Singapore or outside of Singapore for the purposes of the Licensor's performance of the services under this APPLICATION. If You are using this Application under a business entity's subscription, You acknowledge that the Customer Information provided by you to StarHub is business contact information. You hereby also acknowledge, agree and consent to the Providers accessing your Customer Information every time the services under this APPLICATION are utilised and/or provided to you. We hereby informs you that the Providers and the Service Providers may also utilise the Customer Information to obtain any data or additional information related to the provision of the APPLICATION services including but not limited to customer behaviour, device related, service request and device related data such as number and pattern of customers and service requests, distribution and categories of service requests, call centre service and volume levels, courier costs and delivery data, location information, technical support information and the rooted status of your mobile device for internal purposes to improve the services provided in aggregate, non-identifiable form ("Additional Data") and you hereby consent to the Providers' respective use, collection and storage of such Additional Data by the Service Providers whether in Singapore or outside of Singapore. You also acknowledge and agree that the Licensor will own all Intellectual Property Rights in both the Customer Information and the Additional Data. For the purposes of this clause, "Intellectual Property Rights" means: (a) patents, trade marks, service marks, logos, get-up, trade names, internet domain names, franchises, rights in designs, copyright (including without limitation rights in computer software, training manuals, instruction manuals and sale manuals) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including all ideas, methods, inventions, discoveries, designs or any other work created, produced or developed (in whatever form and on whatever media) therefore and any applications for registration, and all rights or forms of protection having

equivalent or similar effect anywhere in the world; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right under sub-paragraph (a); (c) rights of the same or similar effect or nature as or to those in sub-paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights. You acknowledge and agree that You will comply with the terms and conditions of the StarHub Privacy Policy which is available at <http://www.starhub.com/about-us/legal-notice-and-terms/personal-data-protection/personal-data-protection-policy.html> and the Licensor's Privacy Policy available at [https://s3-ap-southeast-1.amazonaws.com/sthsgprod01/Starhub\\_Soluto\\_Privacy\\_Policy.pdf](https://s3-ap-southeast-1.amazonaws.com/sthsgprod01/Starhub_Soluto_Privacy_Policy.pdf), both of which set forth and describe the practices of the Providers with respect to the collection, use and disclosure of information related to or derived from your use of the APPLICATION.

**18. COMPATIBILITY.** The Providers do not warrant that the APPLICATION will be compatible or interoperable with Your mobile device or any piece of hardware, software, equipment or device installed on Your mobile device or used by You to access and use the APPLICATION in connection with Your mobile device ("Accessories"). You acknowledge and agree that compatibility and interoperability problems can cause the performance of the APPLICATION, Your mobile device and any Accessories to diminish or fail completely and may result in permanent damage to Your mobile device and any Accessories, loss of data located on Your mobile device or Accessories, and corruption of software and files located on Your mobile device and any Accessories. You acknowledge and agree that we and the Licensor shall have no liability to You for any losses suffered, resulting from or arising in connection with compatibility or interoperability problems.

**19. SECURITY OF THE APPLICATION.** The APPLICATION is intended for Your personal use only. You acknowledge and agree that the APPLICATION may be disabled or uninstalled from Your mobile device at any time and that the APPLICATION may not function properly, may contain errors or bugs and are susceptible to breach, corruption or failure. If the APPLICATION malfunctions or fails or is disabled or uninstalled from Your mobile device, with or without Your knowledge or consent, the APPLICATION will not operate. You are solely responsible for any claims, liability, losses or damages arising out of the unauthorized disclosure, transfer or use of any personal content, data or materials stored on Your mobile device for any reason, even if occurring as a result of a failure to disable or uninstall the APPLICATION, with or without Your knowledge or consent.

**20. THIRD PARTY CONTENT AND SERVICES.**

**a. Disclaimer.** The APPLICATION permits access to products, services, web-sites, advertisements, promotions, recommendations, advice, information, and materials created and provided by advertisers, publishers, content partners, marketing agents, vendors and other third parties ("Third Party Content and Services"). We and the Licensor do not investigate, monitor, represent or endorse the Third Party Content and Services available through the APPLICATION. Your access to and use of the Third Party Content and Services is at Your sole discretion and risk, and we and the Licensor shall have no liability to You arising out of or in connection with Your access to and use of the Third Party Content and Services. We and the Licensor hereby disclaims any representation, warranty or guaranty regarding the Third Party Content and Services, whether express, implied or statutory, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, and any representation, warranty or guaranty regarding the availability, quality, reliability, features, appropriateness, accuracy, completeness, or legality of the Third Party Content and Services.

**b. Third Party Terms of Service.** You acknowledge and agree that Your access to and use of the Third Party Content and Services and any correspondence or business dealings between You and any third party accessed using the APPLICATION are governed by and require Your acceptance of the terms of service of such third party, including, without limitation, any terms of use or privacy policies and any terms, conditions, representations, warranties or disclaimers contained therein. Furthermore, You acknowledge and agree that the Third Party Content and Services and any related third party terms of

service are subject to change by the applicable third party at its sole discretion and without any notice. You assume all risks arising out of or resulting from Your transaction of business over the Internet and with any third party, and You agree that we and the Licensor are not responsible or liable for any loss or result of the presence of information about or links to Third Party Content and Services on the APPLICATION. Furthermore, You acknowledge and agree that You are not being granted a license to (i) the Third Party Content and Services; (ii) any products, services, processes or technology described in or offered by the Third Party Content and Services; or (iii) any copyright, trademark, patent or other intellectual property right in the Third Party Content or Services or any products, services, processes or technology described or offered therein.

**c. Endorsements.** You acknowledge and agree that the provision of access to and the listing of any Third Party Content and Services including, without limitation any third party websites, business listings, data, end-user content (including suggestions, comments and recommendations) available through the APPLICATION shall not constitute or imply any endorsement by us or the Licensor of such Third Party Content and Services. We and the Licensor reserves the right to restrict or deny access to any Third Party Content and Services otherwise accessible through the APPLICATION, although we and the Licensor have no obligation to restrict or deny access even if requested by You.

**d. Inappropriate Materials.** You understand that by accessing and using the Third Party Content and Services, You may encounter information, materials and subject matter (i) that You or others may deem offensive, indecent, or objectionable; or (ii) which may or may not be identified as having explicit language. Notwithstanding the foregoing, You agree to use the Third Party Content and Services at Your sole risk and that we and the Licensor shall have no liability to You for information, material or subject matter that is found to be offensive, indecent, or objectionable.

**e. Use of Third Party Content and Services.** You agree that the Third Party Content and Services contain proprietary information and material that is not owned by us or the Licensor and is protected by applicable intellectual property and other laws, including, without limitation, pursuant to copyright, and that You will not use such proprietary information or materials in any way whatsoever except for permitted use of the Third Party Content and Services. No portion of the Third Party Content and Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Third Party Content and Services, in any manner, and You shall not exploit the Third Party Content and Services in any unauthorized way whatsoever, including, without limitation, by trespass or burdening network capacity. You agree that You will not use any Third Party Content and Services in a manner that would infringe or violate the rights of any other party, and that We, the Licensor and Service Providers are not in any way responsible for any such use by You.

## **21. INTELLECTUAL PROPERTY RIGHTS.**

**a. Proprietary Rights in the Services and Software.** You acknowledge and agree that (i) the APPLICATION and all copyrights, patents, trademarks, trade secrets and other intellectual property rights associated therewith are, and shall remain, the property of StarHub, the Licensor or Service Providers, as applicable; (ii) the source and object code of the APPLICATION and the format, directories, queries, algorithms, structure and organization of the APPLICATION are and shall remain the intellectual property and proprietary and confidential information of StarHub or the Licensor or its Service Providers, as applicable; (iii) You are not granted any intellectual property rights by implication, estoppel or other legal theory in the APPLICATION or any software provided through or in conjunction with the APPLICATION; and (iv) all rights not expressly granted in this Agreement are hereby reserved and retained by StarHub or the Licensor or Service Providers, as applicable.

**b. Third Party Software.** The APPLICATION may utilize or include third party software that is subject to open source and third party license terms (“Third Party Software”). You acknowledge and agree that Your right to use such Third Party Software as part of the APPLICATION is subject to and governed by this Agreement and conditions of the open source or third party license applicable to such Third Party Software, including, without limitation, any applicable acknowledgements, license terms and disclaimers contained therein. In the event of a conflict between this Agreement and the terms of such open source or third party licenses, the terms of the open source or third party licenses shall control with regard to Your use of the relevant Third Party Software. In no event, shall the APPLICATION or components thereof be deemed to be “open source” or “publicly available” software.

**c. StarHub Marks.** StarHub retains all its respective rights, interests and titles to all its respective logos, trademarks, design marks, slogans, product and service names, and any derivations thereof (the “StarHub Marks”). You are not authorized to use the StarHub Marks in any advertising, publicity or in any other commercial manner without the prior written consent of StarHub, as applicable, which may be withheld for any or no reason.

**d. Infringement Acknowledgement.** You acknowledge and agree that, in the event of a third party claim that the APPLICATION or Your possession or use of the APPLICATION infringes the intellectual property rights or misappropriates the proprietary information of any third party, You shall be responsible for the investigation, defense, settlement, and discharge of any such claim.

**e. Restriction on Transfer.** You may not rent, lease, lend, sublicense, assign or transfer the APPLICATION, this Agreement, or any of the rights granted hereunder. Any attempted transfer in contravention of this provision shall be null and void and of no force or effect.

**22. PRODUCT CLAIMS.** You acknowledge and agree that You are responsible for addressing any third party claims relating to Your use of the APPLICATION and that You will notify StarHub of any third party claims relating to the APPLICATION of which You become aware. Furthermore, You hereby release StarHub, the Licensor and its Service Providers from any liability resulting from Your access to or use of the APPLICATION, including, without limitation, the following: (i) any product liability claims; (ii) any claim that the APPLICATION fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation.

**23. SUSPENSION AND TERMINATION.** This Agreement, including the rights and licenses granted herein, is effective until terminated. You may terminate the APPLICATION and this Agreement at any time by emailing [customerservice@starhub.com](mailto:customerservice@starhub.com). Upon any termination for any reason, StarHub, the Licensor and Service Providers shall have no liability to You and no further obligations under this Agreement.

**24. DISCLAIMER OF WARRANTIES.** YOU ACKNOWLEDGE AND AGREE THAT THE APPLICATION IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND THAT YOUR USE OF OR RELIANCE UPON THE APPLICATION AND ANY THIRD PARTY CONTENT AND SERVICES ACCESSED THEREBY ARE AT YOUR SOLE RISK AND DISCRETION. STARHUB, THE LICENSOR AND ITS SERVICE PROVIDERS HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE APPLICATION AND THIRD PARTY CONTENT AND SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, WE, THE LICENSOR AND SERVICE PROVIDERS MAKE NO WARRANTY THAT (I) THE APPLICATION OR THIRD PARTY CONTENT AND SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE APPLICATION OR THIRD PARTY CONTENT AND SERVICES WILL BE AVAILABLE, TIMELY, CURRENT, ACCURATE, RELIABLE, COMPLETE, SECURE OR ERROR-FREE; (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE APPLICATION WILL BE AS REPRESENTED OR MEET

YOUR EXPECTATIONS; OR (IV) ANY ERRORS IN THE APPLICATION OR THIRD PARTY CONTENT AND SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US, OUR PROVIDERS OR FROM THE APPLICATION SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT WE, THE LICENSOR AND SERVICE PROVIDERS HAVE NO OBLIGATION TO SUPPORT OR MAINTAIN THE APPLICATION. YOU ACKNOWLEDGE AND AGREE THAT STARHUB, THE LICENSOR AND THE SERVICE PROVIDERS MIGHT NOT BE ABLE TO OFFER THE APPLICATION AT ALL, IN THE ABSENCE OF THE FOREGOING DISCLAIMERS AND LIMITATIONS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

IN THE EVENT OF ANY FAILURE OF THE APPLICATION TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY STARHUB, THE LICENSOR OR THE SERVICE PROVIDERS AND STARHUB WILL, AS YOUR SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE EFFORTS TO SATISFY THE WARRANTY. STARHUB, THE LICENSOR AND THE SERVICE PROVIDERS WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APPLICATION, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE YOUR SOLE RESPONSIBILITY.

**25. LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES SHALL STARHUB, THE LICENSOR OR THE SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE APPLICATION AND ANY THIRD PARTY CONTENT AND SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT STARHUB, THE LICENSOR OR THE SERVICE PROVIDERS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, LOSS, MISUSE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURE TO RECEIVE OR BACKUP YOUR DATA (OR ARCHIVED DATA) OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, ANY THIRD PARTY CONTENT AND SERVICES, OR THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, STARHUB'S, THE LICENSOR'S AND THE SERVICE PROVIDERS' AGGREGATE LIABILITY TO YOU (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID TO STARHUB BY YOU FOR THE APPLICATION, IF ANY, DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. ADDITIONALLY, YOU HEREBY ACKNOWLEDGE AND AGREE THAT ALL YOUR RIGHTS ARISING OUT OF OR RELATING TO THIS AGREEMENT ARE EQUIVALENT TO THAT OF YOUR RIGHTS RELATING TO THE SMARTSUPPORT SERVICES IN THAT ALL YOUR RIGHTS ARISING OUT OF OR RELATING TO THIS AGREEMENT, SMARTSUPPORT SERVICES AND YOUR SMARTSUPPORT AGREEMENT ARE ONLY AS AGAINST STARHUB AND YOU DO NOT HAVE ANY AND HEREBY IRREVOCABLY WAIVE ANY RIGHTS TO MAKE ANY CLAIMS AGAINST ANY PROVIDERS IN RESPECT OF ANY CLAIMS YOU HAVE AGAINST STARHUB OR OTHERWISE ARISING OUT OF OR RELATING TO SMARTSUPPORT SERVICES, YOUR SMARTSUPPORT AGREEMENT AND THIS AGREEMENT.

**26. INDEMNIFICATION.** By using the APPLICATION, You agree, to the extent permitted by law, to indemnify, defend and hold harmless StarHub, the Licensor and each of their respective officers, directors, employees, agents, contractors, suppliers, successors and assigns (the "Indemnified Parties") from and against any claim, proceeding, loss, damage, liability, fine, penalty, interest, cost or expense (including, but not limited to, reasonable fees of attorneys and other professional advisors and related expenses) of any kind arising out of or in connection with the following: (i) Your access to or use of the APPLICATION or any Third Party Content and Services; (ii) Your breach of this Agreement;



(iii) Your violation of law; (iv) Your negligence or willful misconduct; or (v) Your violation of the rights of a third party including, without limitation (a) any infringement of any intellectual property, (b) any misappropriation of any proprietary or confidential information or trade secret of any person or entity, or (c) violation of any privacy or consumer protection right that is implicated herein. StarHub and the Licensor reserve the right, at Your expense, to assume the exclusive defence and control of any matter which You are required to indemnify against, and You agree to cooperate in StarHub's, the Licensor's or the Service Providers' (as applicable) defence of such matter. This obligation shall survive any termination of this Agreement.

**27. NO RIGHT OF SURVIVORSHIP.** You agree that Your right to access and use the APPLICATION is non-transferable and that any rights to the APPLICATION terminate upon Your death or incapacity.

**28. DISPUTES.** All disputes related to this Agreement shall be submitted to Singapore courts.

**29. MISCELLANEOUS.**

**a. Governing Law.** This Agreement shall be deemed to take place in Singapore and shall be governed by and construed in accordance with the laws of Singapore. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

**b. Severability.** If it shall be determined that any provision or wording of this Agreement shall be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons other than those to whom it is held invalid or unenforceable, shall not be affected and such invalidity or unenforceability shall be construed or modified so as to limit any term or provision so as to make it enforceable or valid within the requirements of applicable law, and, if such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid or unenforceable provision.

**c. Waiver.** Except as provided herein, the failure to exercise a right or require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.

**d. Assignment.** You shall not assign this Agreement or any rights or obligations herein without the prior written consent of StarHub and any attempted assignment in contravention of this provision shall be null and void and of no force or effect.

**e. Modification or Amendment.** StarHub and the Licensor reserve the right to modify or amend these APPLICATION Terms and Conditions anytime via an update to the APPLICATION. You will be deemed to have agreed to any such modification or amendment by Your decision to continue using the APPLICATION following the date in which the modified or amended agreements are updated.

**f. Third Party Beneficiaries.** Except as otherwise provided, nothing in this Agreement is intended or shall be construed to confer upon any person (other than the parties hereto) any rights, benefits or remedies of any kind or character, or to create any obligations or liabilities of a party to any such person.

**g. Entire Agreement.** This Agreement, including the documents incorporated herein by reference, constitutes the entire agreement with respect to the use of the APPLICATION licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter.

**h. Contact Information.** Please direct any questions, complaints or claims related to this Agreement to customerservice@starhub.com.

**ADDENDUM FOR DOWNLOADS FROM THE APPLE APP STORE**

The following additional terms and conditions apply to You if You download the Application from the Apple App Store (“iTunes-Sourced Software”). You acknowledge and agree that the EULA is between You and StarHub only, and not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or its content. Your use of the iTunes-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price of the iTunes-Sourced Software to You. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by the EULA and any law applicable to StarHub. You acknowledge that Apple is not responsible for addressing any claims relating to the iTunes-Sourced Software or Your possession or use of the iTunes-Sourced Software, including, but not limited to: (i) product liability claims; (ii) claims that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the EULA and any law applicable to StarHub.