

## **Terms and Conditions for Subscription for Cross-Carriage Customers (Individuals) ("Cross-Carriage Terms and Conditions")**

### **1. General**

- (a) Only the mio Stadium+ Pack (see clause 2 below) is available for subscription by Cross-Carriage Customers as defined in these Terms and Conditions.
- (b) 12 or 24 months minimum subscription period for the mio Stadium+ Pack, content or channel(s) will apply unless otherwise stated.
- (c) The Cross-Carriage Customer will be billed from the date that the mio Stadium+ Pack, content or channel(s) subscribed for is activated and made available for viewing over SCV's Platform through its network (as defined below).
- (d) All offers are only applicable to addresses within SCV's service coverage area.
- (e) The Cross-Carriage Customer will be liable to pay a termination charge, if he/she terminates his/her subscription before the minimum subscription period applicable to mio Stadium+ Pack, content or channel(s) expires ("Early Termination Charge"). The Early Termination Charge is applicable for the mio Stadium+ Pack and is calculated based on the remainder of the minimum subscription period multiplied by the monthly subscription charge for the content or channel(s).
- (f) After the minimum subscription period expires, the subscription to mio Stadium+ Pack, content or channel(s) will automatically continue at the same subscription rates until the subscription is terminated by the Cross-Carriage Customer.
- (g) After the end of any promotional subscription rate periods, prevailing subscription charges shall apply for the remainder of the contract term.
- (h) New Cross-Carriage Customers who sign up for mio Stadium+ Pack and are Qualified Foreigners (as defined below) are required to pay a deposit of S\$200 prior to subscription of the mio Stadium+ Pack.
- (i) Cross-Carriage Customers using SCV set-top boxes which are only able to receive content in "Standard Definition" format will not be able to access certain content/channels that are in "High Definition" format. Cross-Carriage Customers on certain SCV set-top boxes will not be able to access video on demand channels.
- (j) Cross-Carriage Customers who subscribe to the mio Stadium+ Pack will not have access to live streaming of mio Stadium channels on the Singtel TV GO application.
- (k) SingNet reserves the right not to provide refunds in the event of a cancelled or delayed match.
- (l) SingNet has the right to add, remove, replace or change any Singtel TV content at its sole discretion.
- (m) SingNet reserves the right to amend any promotional subscription rates at any time in its sole discretion.
- (n) All Singtel TV content provided to customers is subject to change, removal, replacement or addition from time to time at SingNet's sole discretion.

- (o) SingTel reserves the right to alter, modify, add to or otherwise vary these Cross-Carriage Terms and Conditions from time to time.
- (p) All other Terms and Conditions apply. For full Singtel TV Terms and Conditions, please refer to <http://www.singtel.com.sg/tnc>
- (q) All prices are inclusive of 7% GST and are correct at time of publishing.

## **2. mio Stadium+ Pack**

- (a) SingNet will inform the Cross-Carriage Customer (by SMS) within 5 working days if the content/channel(s) in the mio Stadium+ Pack subscription has been successfully activated and made available for viewing over SCV's Platform. If the activation is unsuccessful, the Cross-Carriage Customer will not be billed and must reapply for the mio Stadium+ Pack.
- (b) If SingNet is no longer required under the direction issued by the Media Development Authority of Singapore or any Law to provide the Cross-Carriage Content (as defined below) to the Cross-Carriage Customer, SingNet may terminate this Agreement (and/or the provision of any Cross-Carriage Content to the Cross-Carriage Customer) immediately without being required to make any payment, compensation or damages to the Cross-Carriage Customer by notice in writing. The Cross-Carriage Customer will not be liable to pay any Early Termination Charge in the event of such termination. However, the Cross-Carriage Customer shall still be liable to pay all subscription charges accumulated for any mio Stadium+ Pack up to the date of termination.
- (c) In the event the Cross-Carriage Customer's account with SCV for SCV's Subscription TV Service (as defined below) is suspended or terminated, the Cross-Carriage Customer will continue to be liable and charged for their subscription to the mio Stadium+ Pack, until the subscription is terminated following the Cross-Carriage Customer's notice to SingNet that the Cross-Carriage Customer wishes to terminate the subscription. Early Termination Charges apply to customers in contract.
- (d) In the event of any relocation of the Cross-Carriage Customer's Premises (as defined below), the Cross-Carriage Customer must inform SingNet of the new address as soon as possible.

Additional detailed terms and conditions applicable to the Cross-Carriage Customer are set out in the following pages of this document.

## 1. Definitions and Interpretations

1.1. In these Terms and Conditions, the following words and expressions shall have the following meanings:

1.1.1. “**Activation Date**” means the date on which the network is provisioned or activated to access the Service and receive the Cross-Carriage Content.

1.1.2. “**Agreement**” means the Application Form and these Terms and Conditions (together, and as may be amended, supplemented or otherwise modified from time to time).

1.1.3. “**Application Form**” means the document identified as the application form or service request form (whether in written, hard copy, electronic or any other format) for the purposes of this Agreement, and to which these Terms and Conditions are appended.

1.1.4. “**Cross-Carriage Agreement**” means the Cross-Carriage Agreement between SingNet and SCV.

1.1.5. “**Cross-Carriage Content**” means any and all material, content, channels, or programmes relating to the Barclay’s Premier League which constitutes Qualified Content, and any and all other material, content, channels, or programmes as SingNet may in its sole discretion select and designate to be broadcast or transmitted by SingNet together with the foregoing for Cross-Carriage Customers.

1.1.6. “**Cross-Carriage Customer**” means an individual whose application to be provided with the Service has been accepted by SingNet and permitted by SCV, and in relation to whom access to and use of the Service has not been suspended or terminated for any reason whatsoever. Where the context so requires or allows, Cross-Carriage Customer shall also include any person who wishes to make an application to be provided with the Service, and “**Cross-Carriage Customers**” shall be construed accordingly.

1.1.7. “**Equipment**” means the set-top box and any other equipment, software or device provided by SCV (or any person other than SingNet) to the Cross-Carriage Customer, through which the Cross-Carriage Customer may access and use the Service.

1.1.8. “**Intellectual Property**” means patents, trade marks, service marks, trade names, domain names, rights in designs, semiconductor topography rights, database rights of unfair extraction and reutilisation, copyrights (including rights in computer software), rights in know-how and other intellectual or industrial property rights (whether registered or unregistered and including applications for the registration of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

1.1.9. “**Law**” means all applicable law, legislation, regulation, codes of practice, and any standards, guidelines, instructions, directions or orders issued by any relevant regulatory authority, in force and as may be amended, supplemented or modified from time to time (including the Broadcasting Act (Cap. 28), Subscription Television Programme Code, VOD Programme Code, Code of Practice for Market Conduct, and Media Development Authority of Singapore Act (Cap. 172)).

1.1.10. “**Singtel TV Terms and Conditions**” means the document titled “Specific Terms & Conditions of Singtel TV Service” (available at the following web address: (<http://www.singtelv.com.sg/tnc>), as may be amended, supplemented or otherwise modified from time to time.

- 1.1.11. “**Premises**” means (i) the residential premises as specified in the Application Form where the Service will be provided; or (ii) such other residential premises as may be notified by the Cross-Carriage Customer in accordance with the procedures stipulated by SingNet from time to time, and approved by SingNet (in its sole and absolute discretion) as the residential premises where the Service will be provided.
- 1.1.12. “**Qualified Content**” shall have the meaning ascribed to it under the Code of Practice for Market Conduct (issued pursuant to the Media Development Authority of Singapore Act (Cap. 172)).
- 1.1.13. “**Qualified Foreigner**” means a person who is not a citizen of Singapore and who, in accordance with Law, is an employment pass holder, work permit holder or dependent pass holder (with a minimum validity period of 12 months).
- 1.1.14. “**SCV**” means StarHub Cable Vision Ltd., a company incorporated in Singapore with its registered address at 67 Ubi Avenue, #05-01 StarHub Green, Singapore 408942.
- 1.1.15. “**SCV’s Platform**” means the platform, network or medium (including cable) owned and operated by SCV, on or through which the Cross-Carriage Content is cross-carried by SCV in accordance with the Cross-Carriage Agreement and made available to the Cross-Carriage Customer.
- 1.1.16. “**SCV’s Subscription TV Service**” means the subscription television service, video-on-demand service or special interest television service provided by SCV to its customers.
- 1.1.17. “**Service**” means the services provided by SingNet to the Cross-Carriage Customer, in accordance with the terms of this Agreement, to enable the Cross-Carriage Customer to access the Cross-Carriage Content subscribed to, on or through SCV’s Platform and the Equipment.
- 1.1.18. “**SingNet**” means SingNet Pte Ltd, a company incorporated in Singapore with its registered address at 31 Exeter Road, Comcentre, Singapore 239732.
- 1.1.19. “**SingNet’s Platform**” means the platform, network or medium (whether wired or wireless and including satellite, cable, radio waves, cellular technology or the Internet) owned and operated by SingNet, on or through which material, content, channels, or programmes are broadcast or transmitted to customers of SingNet’s Singtel TV service.
- 1.1.20. “**SingTel Group Companies**” means Singapore Telecommunications Limited, a company incorporated in Singapore with its registered address at 31 Exeter Road, Comcentre, Singapore 239732 and its related corporations (as such term is defined in section 6 of the Companies Act (Cap. 50)).
- 1.1.21. “**Term**” means the term of this Agreement which shall commence from the Activation Date and shall continue for the duration specified in the Application Form until terminated in accordance with this Agreement.

## 2. Applicability of these Terms and Conditions

**2.1** These Terms and Conditions shall be read and construed together with the terms in the Application Form, to form the contract between SingNet and the Cross-Carriage Customer in relation to the subject matter of this Agreement (including the provision of the Service).

**2.2** In the event of any inconsistency or conflict between a provision in these Terms and Conditions and a provision in the Application Form, the provision in these Terms and Conditions shall prevail to the extent of such inconsistency or conflict.

### **3. Incorporation by Reference**

**3.1** In addition to the terms of this Agreement, the Cross-Carriage Customer acknowledges and agrees that the Cross-Carriage Customer's access to and use of the Service is and shall be subject to the terms set out in the Singtel TV Terms and Conditions (and any additional terms as SingNet may from time to time impose in its sole and absolute discretion), which terms shall, to the extent appropriate and unless expressly provided otherwise in, or amended or varied by, this Agreement, be incorporated into this Agreement by reference, save that for the purposes of this Agreement:

**3.1.1** "Content" as defined and referred to in the Singtel TV Terms and Conditions shall mean the Cross-Carriage Content subscribed to by the Cross-Carriage Customer, and each of the other relevant words and expressions referencing the word "Content" in clause 2.1 of the Singtel TV Terms and Conditions shall be construed accordingly;

**3.1.2** For the avoidance of doubt:

- (i) "Access Medium" as defined and referred to in the Singtel TV Terms and Conditions shall be construed to include the Equipment;
- (ii) "Customer" as defined and referred to in the Singtel TV Terms and Conditions shall mean the Cross-Carriage Customer; and
- (iii) "Singtel TV Service" as defined and referred to in the Singtel TV Terms and Conditions shall be construed to include the Service; and

**3.1.3** the following clauses of the Singtel TV Terms and Conditions shall not apply:

- (i) clauses 1(c) and clause 1(ii);
- (ii) clause 3;
- (iii) clauses 5.1, 5.2, 5.3 and 5.4;
- (iv) clause 7;
- (v) clause 8.1; and
- (vi) clause 9.3, 9.5(g)(vi) and the last sentence of clause 9.5.

**3.2** In the event of any inconsistency or conflict between a provision in this Agreement and a provision in the Singtel TV Terms and Conditions, the provision in this Agreement shall prevail to the extent of such inconsistency or conflict.

### **4. Eligibility for the Application and Use of the Service**

**4.1** The Cross-Carriage Customer (and any person who wishes to make an application to be provided with the Service) shall satisfy the following criteria, including any additions, subtractions or amendments thereto that SingNet may from time to time make in its sole and absolute discretion. In the event any such criteria has not been, or ceases at any time whatsoever to be satisfied, SingNet shall be entitled in its sole and absolute discretion to refuse to provide and/or suspend and/or terminate (as the case may be) the provision of the Service or any part(s) thereof to the Cross-Carriage Customer.

**4.1.1** The Cross-Carriage Customer must be of no less than 18 years of age.

**4.1.2** The Cross-Carriage Customer must be either a citizen of Singapore or a Qualified Foreigner.

**4.1.3** The Cross-Carriage Customer must be a subsisting subscriber of SCV's Subscription TV Service, and the Premises must be provisioned to receive SCV's Subscription TV Service.

**4.1.4** Each of the Cross-Carriage Customer's accounts with SCV must be in good standing, and has not been terminated in any way whatsoever.

**4.1.5** The Cross-Carriage Customer shall at all times not be in arrears of any payments due to any of the Singtel Group Companies in respect of any service provided by any of the Singtel Group Companies.

## **5. Provision of the Service**

**5.1** The Cross-Carriage Customer acknowledges and agrees that:

**5.1.1** the Cross-Carriage Content provided under the Service is made available to the Cross-Carriage Customer over SCV's Platform and through the use of the Equipment, and in this regard:

(i) the Cross-Carriage Customer's ability to use and access the Service, and the quality of the Cross-Carriage Content, is dependent on the performance of SCV's Platform and the Equipment, which are outside the control of SingNet; and

(ii) without prejudice to the generality of clause 10.1, SingNet:

(a) shall not be liable or responsible in any way whatsoever for any failure or inability on the part of the Cross-Carriage Customer to access the Service or Cross-Carriage Content due to or arising (solely or partially) from any failure or fault in SCV's Platform or any Equipment; and

(b) makes no warranty as to the ability or continued ability of the Service to function and/or inter-operate with any Equipment, and/or the availability of or the uninterrupted access to the Service or any Cross-Carriage Content, or that any errors or faults will be rectified;

**5.1.2** during the Term, the Service shall be provided to and accessed by such Cross-Carriage Customer over SCV's Platform only, and the Cross-Carriage Customer shall not, and shall not be entitled to transfer the Service for provision or access over SingNet's Platform instead; and

**5.1.3** the procurement, installation and/or maintenance of any Equipment does not form part of the Service and SingNet is under no obligation to provide any of the same.

## **6. Obligations, Representations and Warranties of the Cross-Carriage Customer**

**6.1** The Cross-Carriage Customer shall comply fully with any and all reasonable instructions from SingNet relating to the Service and/or access to the Cross-Carriage Content.

**6.2** The Cross-Carriage Customer represents and warrants that all information and documents provided to SingNet pursuant to this Agreement (including all supporting documentation to the Cross-Carriage Customer's application to be provided with the Service) is true, accurate and complete in every respect.

**6.3** The Cross-Carriage Customer shall, as soon as reasonably practicable during the Term, inform SingNet of any changes (or anticipated changes) to any information or details of the Cross-Carriage Customer provided to SingNet (including any relocation of the Premises and the address of the new Premises).

## **7. Termination**

**7.1** In addition to SingNet's termination rights in clause 9.5 of the Singtel TV Terms and Conditions, and clause 4.1 of these Terms and Conditions, SingNet may terminate the Term immediately by notice in writing to the Cross-Carriage Customer (without being required to make any payment, compensation or damages to the Cross-Carriage Customer) in the event that:

**7.1.1** SingNet is no longer required to provide the Service to the Cross-Carriage Customer under Law;

**7.1.2** SingNet is acting in compliance with any requirement of any relevant regulatory authority or law enforcement body; or

**7.1.3** the Cross-Carriage Customer has breached or is in breach of any of the terms of this Agreement (including the Cross-Carriage Customer's representations and warranties in clause 6).

**7.2** The Cross-Carriage Customer shall be entitled to terminate the Term by giving SingNet such period of prior notice in writing thereof as may be prescribed by SingNet from time to time for such purpose, provided that in the event the Cross-Carriage Customer terminates the Term before the expiry of any minimum subscription period stipulated by SingNet to be applicable for any Cross-Carriage Content, the Cross-Carriage Customer shall be liable to pay all applicable early termination charges to SingNet based on SingNet's prevailing rates, as may be published by SingNet from time to time.

**7.3** Upon the termination of the Term for any reason:

**7.3.1** the Cross-Carriage Customer's right to access and use the Service shall cease on and from the date of termination; and

**7.3.2** all sums due, or accruing due or payable, to SingNet under this Agreement up to and including the date of termination shall immediately become due and payable to SingNet.

**7.4** SingNet's right to terminate the Term under clause 4.1 or 7.1 shall be in addition and without prejudice to any other rights or remedies which SingNet may have under this Agreement.

**7.5** The suspension or termination of the Cross-Carriage Customer's access to and use of the Service shall not affect the rights of SingNet or the Cross-Carriage Customer's obligations under any other agreement or any indemnity given by Cross-Carriage Customer to SingNet thereunder.

**7.6** The termination of the Term shall not release any party from any liability which at the time of termination has already accrued, or which thereafter may accrue.

## **8. Intellectual Property**

**8.1** All Intellectual Property in or relating to the Service and/or the Cross-Carriage Content belongs solely to SingNet and its licensors. Nothing in this Agreement shall be construed as granting the Cross-Carriage Customer, by implication, estoppel or otherwise, any licence or right to use any Intellectual Property in or relating to the Service and/or the Cross-Carriage Content without the prior written consent of SingNet and/or its licensors. Any right not expressly granted herein is reserved.

## **9. Technical Support**

**9.1** During the Term, SingNet shall use reasonable endeavours to provide the Cross-Carriage Customer with technical assistance and support as set out in and in accordance with the technical support policy as agreed between SingNet and SCV.

## **10. Disclaimers**

**10.1** To the extent permitted by Law, SingNet shall not be liable to the Cross-Carriage Customer in any way whatsoever for any loss, damages or costs, whether in contract or tort (including negligence or breach of statutory duty) or otherwise arising out of or in connection with this Agreement or the Cross-Carriage Customer's access to or use of the Service and the Cross-Carriage Content.

## **11. Amendment and Variation**

**11.1** SingNet reserves the right to amend, modify, add to or otherwise vary these Terms and Conditions from time to time by notice thereof to the Cross-Carriage Customer and any such amendment, modification or supplement shall take effect as from the date specified in such notice. Any such notice given by SingNet in accordance with this clause 11.1, by posting on SingNet's website or by otherwise making public such notice in any other manner deemed appropriate by SingNet, shall constitute good and sufficient notice thereof to the Cross-Carriage Customer by SingNet and shall be deemed to have been received by the Cross-Carriage Customer in accordance with this clause 11.1 or on the date of such posting or the making public of such notice, as applicable. The Cross-Carriage Customer's continued use of the Service shall be deemed to be the Cross-Carriage Customer's conclusive acceptance of such amendments, modifications or variations to these Terms and Conditions and the Cross-Carriage Customer shall be bound by these Terms and Conditions so amended.

## **12. Service Not Provided as an Agent of SCV**

**12.1** The Cross-Carriage Customer acknowledges that the Service is provided, managed and carried out solely by SingNet (and/or its authorised agents or representatives) to the Cross-Carriage Customer, and notwithstanding any term in this Agreement, SingNet is not, and shall not be construed or deemed to be providing, managing or carrying out the Service as an agent or representative of SCV.