

The following Terms and Conditions govern mobile phone services (**Services**) made available by NTT DOCOMO ASIA Pte. Ltd. (**DOCOMO ASIA**) as an authorized reseller (the **Reseller**) of StarHub Product and StarHub Services for Customer (as defined below).

1. Definitions

In these DOCOMO ASIA Terms and Conditions, except to the extent that the context requires otherwise or has specifically defined, the following expressions shall have the meanings ascribed to them below:

Charges means any fees, price, charges and expenses for or in respect of StarHub Services charged by DOCOMO ASIA from time to time including but not limited to any fees, price, charges or expenses for handset, software, access, maintenance, subscription, usage, government charges, third party charges, license fees and administrative charges;

DOCOMO ASIA website means DOCOMO ASIA's website at www.docomo-asia.com or such other website as may be notified by DOCOMO ASIA to the Customer.

Network means all networks maintained and operated by StarHub Mobile Pte Ltd (Reg. No. 200000646C) (**StarHub**), owned by, leased to and/or licensed to StarHub, for the provision of StarHub Services to you, which ownership or such rights shall belong to StarHub at all times;

Unauthorised Acts means any tampering, modification, removal, destruction and/or damage of or to the Network, unauthorised connection to the Network, including without limitation, such connections that cause interruption, disruption, congestion in and to the Network or any third party's networks or systems, or use of the Network for a purpose other than that of the reception of StarHub Services according to the applicable terms and conditions governing the use of StarHub Services.

Intellectual Property means any and all trademarks, copyrights, trade secrets, patents, design rights and other intellectual property rights, including the Corporate Identity.

Liability means any and all losses, damages, costs (including legal costs), expenses, actions, claims, demands, proceedings and other liabilities.

Order means any order for StarHub Products and/or StarHub Services which is procured by the Reseller and accepted by StarHub.

NTT DOCOMO Group Companies means DOCOMO ASIA, and any and all of DOCOMO ASIA's related corporations or associated companies (as defined in the Companies Act (Cap. 50)) collectively.

Corporate Identity means the trademarks, logos, service marks, trade names and the corporate marks.

StarHub Group Companies means StarHub, and any and all of StarHub's related corporations or associated companies (as defined in the Companies Act (Cap. 50)) collectively.

StarHub website means StarHub's website at www.starhub.com (i.e. StarHub's 'General Terms and Conditions for Info-Communication Services' and the relevant 'Services Terms and Conditions').

StarHub Products refers to all handsets (the **handset**) as determined by StarHub from time to time which is marketed by the Reseller on StarHub's behalf.

StarHub Services means the Mobile Services marketed by the Reseller on StarHub's behalf, such as Mobile Voice, Mobile Data and Mobile Voice & Data Services.

Service Number means any number or alphanumeric symbols or characters assigned by StarHub or DOCOMO ASIA or selected by the Customer for the purpose of:

- the provision to or utilisation by the Customer of StarHub Services and/or StarHub Products; and/or
- identifying the Customer (whether to any telecommunications system or facility operated by StarHub) for the purpose of or in relation to StarHub Services, including Mobile Number, Mobile Voice and Data Services Number

2. Terms and Modification of Terms

You are deemed to have agreed to be bound by these Terms and Conditions herein for the use of StarHub Products and StarHub Services made between you and DOCOMO ASIA by signing the application form. DOCOMO ASIA reserves the right to reject your application without giving any reason therefore to you. DOCOMO ASIA may need to verify the accuracy of the information you submit (including performing cross tabulations with external databases and information) and you agree to our verification of such information. DOCOMO ASIA reserves the right to modify these Terms and Conditions without prior notice at any time with immediate effect upon posting such modification on our website (<http://www.docomo-asia.com>). Your continued usage of StarHub Services shall be deemed your acceptance of the modified Terms and Conditions. The details of DOCOMO ASIA terms and conditions are specified below:

1. Mobile services

1.1 Loss or Theft

- If the handset or your SIM card is lost or stolen, you must notify DOCOMO ASIA immediately verbally and follow up with a written confirmation within 24 hours.
- Until you notify DOCOMO ASIA about the loss or theft and StarHub has effectively terminated the StarHub Services, you will continue to be liable for any Charges incurred using the handset or your SIM card.

1.2 Credit Limit on Call Charges

StarHub or DOCOMO ASIA may apply a credit limit for call charges (including mobile roaming charges) incurred under your account. StarHub Services may be suspended in case of non-payment or if when limit is exceeded.

1.3 Service Number

- You will not have any right or interest in these Service Number except for the sole purpose of using StarHub Services in accordance with these terms and conditions. You cannot sell or agree to transfer these Service Number to anyone else. You must not apply or try to apply for registration of these Service Numbers as trademarks, whether on their own or together with any word or mark.
- StarHub or DOCOMO ASIA may, for commercial, operational or technical reasons or compliance with any requirement of the relevant Regulatory Authority or other authority, withdraw or change any Service Number allocated to you. However, StarHub or DOCOMO ASIA will endeavour to give you reasonable notice in this event.

2. Handset and Software

2.1 Unless DOCOMO ASIA agrees otherwise, you must obtain and maintain at your own costs all necessary handset to access and use StarHub Services.

2.2 You are responsible for the safe use of all the handset. All handset used by you to access StarHub Services must be type-approved by the relevant Regulatory Authority or any party authorised by the relevant Regulatory Authority to do so and meet the relevant standards.

2.3 DOCOMO ASIA may sell the handset to you under a separate agreement. The sale of any handset is subject to stock availability.

2.4 You must comply with all instructions, notices or directions issued by DOCOMO ASIA or StarHub or the relevant Regulatory Authority in respect of the installation, use or operation of the handset.

2.5 Unless otherwise agreed, you are responsible for ensuring all handset and software used by you are compatible and may properly function and operate with StarHub Services or the handset which DOCOMO ASIA sells to you.

2.6 Unless specifically agreed in writing, DOCOMO ASIA will not be responsible for any handset not purchased from us. We will also not be responsible for any loss or damage caused by or as a result of the use of such handset, whether in conjunction with any StarHub Services or not.

2.7 Unless specifically agreed in writing, any defect in any handset sold to you will be covered under the relevant manufacturer's warranty only, and your sole and exclusive remedy for such defects shall be according to the terms of the manufacturer's warranty. If you make any claim under the manufacturer's warranty for any handset, you must provide the original proof of purchase of the handset from DOCOMO ASIA. DOCOMO ASIA will not be responsible for any handset sold or any related hardware or Software comprised therein, or any loss or damage caused by or as a result of the use of such handset, hardware or Software, whether in conjunction with any StarHub Services or not.

2.8 DOCOMO ASIA may sell or you may access Software via StarHub Services. Unless we agree otherwise, you shall, by your use and/or possession of such Software, be deemed to have accepted the following:

- You undertake not to copy, reproduce, translate, adapt, vary or modify the Software or to communicate the same to any third party without DOCOMO ASIA's written consent;
- You undertake not to remove, add to, change or otherwise tamper with any copyright notice, legend or logo appearing in or to the Software or the medium on which it resides; and
- You acknowledge that any and all copyright, trademarks and other intellectual property rights subsisting in the Software and all documentation and manuals relating to the Software remain StarHub property or the property of the third party supplier.

3. Use of Network

3.1 Additional Rights

The provisions of this Section shall be in addition and without prejudice to any other rights StarHub may have over the Network and its use whether granted by statute or otherwise.

3.2 Ownership

Ownership of the Network will remain vested in StarHub at all times.

3.3 Unauthorised Acts

- You will not undertake or howsoever permit any Unauthorised Acts and will notify us as soon as it is aware of any Unauthorised Acts. You will indemnify DOCOMO ASIA against any damages, liabilities and losses which we may incur or suffer in relation to Unauthorised Acts resulting from your acts or omissions or arising from the use of StarHub Services by you.
- You will ensure that none of your handset connected to the Network will cause or be intended to be used for an Unauthorised Act.

3.4 Network Maintenance

- Only StarHub will be entitled to maintain the Network.
- DOCOMO ASIA reserve the right to charge you at our standard prescribed rate for responding to a request to remedy a fault in the Network if it is subsequently ascertained by us or StarHub that the fault is caused by your handset.

4. Charges and Payment

4.1 You undertake to make full payment of charges and fees for the charges due to DOCOMO ASIA. The Charges shall be payable at or within such time as is stated in the invoice(s) issued by DOCOMO ASIA to you. All payments shall be made in Singapore Dollars or S\$.

4.2 In the event of overdue payment by you of any sums due (except for any amount disputed by you in accordance with Section 4.1), DOCOMO ASIA reserves the rights to impose interest charges at 1.5% per month or a minimum of S\$10.00 per month (whichever is higher), on a daily basis on the outstanding amount from the date of invoice until the date full payment is received. In addition to the late interest charge, you are too liable for all our legal, administrative and other costs in recovering the amount (if applicable).

4.3 All Charges as reflected in the invoice(s) issued by DOCOMO ASIA to you are based on the rates indicated in the application form or such other rates as may be prescribed by DOCOMO ASIA from time to time. DOCOMO ASIA reserves the right to change the rates charged, without prior notice, with effect upon posting such changes on DOCOMO ASIA's and StarHub's websites. You are responsible to visit DOCOMO ASIA and StarHub websites periodically to review the updated rates.

4.4 Charges will be calculated based on DOCOMO ASIA's or StarHub's records. You will not be required to pay for any Service that you did not subscribe for. The data shown in our record shall be final and conclusive.

4.5 Recurring Charges apply to the full period to which the Charges relate. Charges incurred at the end of or after a current billing cycle may be reflected in your next bill for the next billing cycle.

4.6 You should pay DOCOMO ASIA in the following modes of payment:

- **GIRO:** you can fill up a GIRO application form that permits DOCOMO ASIA to deduct the amount of the bill directly off the designated bank account for payment of current bill and all subsequent bills. You can request for a GIRO application from DOCOMO ASIA's office.
- **CHEQUE:** Please cross your cheque and make it payable to **NTT DOCOMO ASIA PTE LTD** and write your account name and account number(s) on the reverse side of the cheque and mail it to DOCOMO ASIA's address. A charge for any returned cheque would be payable by you on a per incident basis.
- Any other means as may be mutually agreed and expressly provided by DOCOMO ASIA.

Any change/termination in the method of payment will only be effected from the next billing cycle onwards.

4.7 If DOCOMO ASIA is unable to make the deduction or settlement with your bank, payment for outstanding amounts must be made in cash in person at DOCOMO ASIA's office together with any administrative fees for the failed transaction and any legal fee and other costs incurred in recovering the amount (if applicable).

4.8 The Charges are exclusive of all taxes. You are responsible to pay for any Goods and Services Tax or any other tax imposed on StarHub Services.

4.9 If you use more than one mobile Service Number/Line under StarHub Services, you shall specify which mobile Line(s) under your bill you are making payment for. In the event you have failed to identify the mobile Line(s) for which payment has been made, any payment you make may be applied or allocated by us towards any outstanding amount for any mobile Line in such manner, priority, order and proportion as we deem appropriate. If you have more than one account with us, we may transfer any credit balance under one account to settle outstanding amounts due under another account.

5. Dispute

5.1 If you dispute in good faith the amount in an invoice or any part thereof, you must notify DOCOMO ASIA in writing within 30 days of the invoice setting out the reasons for the dispute and the exact amount disputed.

5.2 DOCOMO ASIA and you shall use best efforts to resolve the above dispute within 30 days from the date the dispute was first notified to DOCOMO ASIA.

5.3 Where an invoice is in dispute, the undisputed portion shall be paid by you within such time as is stated in the invoice. If the dispute is resolved in DOCOMO ASIA's favour, you shall pay the outstanding portion of all invoiced amount and all costs incurred in recovering the amount with such time as is stated in the respective invoices, or 1 week from the date of resolution of the dispute, whichever is later. DOCOMO ASIA may charge you interest on the outstanding amount at 1.5% per month from the date the outstanding amount was due and payable and calculated on a daily basis or at such other rates as we may prescribe from time to time or a minimum of S\$10.00 per month (whichever is higher). Alternatively, we may charge you the standard late payment fee as we may prescribe from time to time. If we agree there is a mistake in your bill, we will adjust your next bill accordingly.

5.4 In the event you have paid an invoice and subsequently choose to dispute the invoice, you may have one year from the date of the invoice to notify DOCOMO ASIA for the dispute. Failure to do so, you will have waived your right to dispute any invoice.

6. Termination and Suspension of StarHub Services

6.1 DOCOMO ASIA may terminate or suspend StarHub Services at any time without prior notice in the event of:

- any service disruption or congestion of or in any telecommunication network, system or services; or
- you fail to pay DOCOMO ASIA any sum for which DOCOMO ASIA has billed or requested to make any payment in respect thereof; or
- you have breached any of the Terms and Conditions; or
- you have provided false or incomplete information to DOCOMO ASIA; or
- bankruptcy, liquidation or judicial management proceedings have been commenced against you.

6.2 In the event that StarHub Services is suspended, restricted or terminated due to late payment or default in payment, DOCOMO ASIA may charge you reconnection/ administrative fees and/or late payment interest or fee as set out in Section 4.2 above. In addition, DOCOMO ASIA may, at our discretion, also require you to pay on demand all sums due under any other agreements or accounts you have with us.

6.3 You have to inform DOCOMO ASIA if you wish to resume StarHub Services after paying all outstanding charges. A reconnection fee will be charged for each reconnected StarHub Service.

6.4 In order to continue to provide StarHub Services to you, DOCOMO ASIA as the “Reseller” of the StarHub Product and StarHub Services, may transfer your mobile subscription contract to StarHub Mobile Pte Ltd (“StarHub”) *, a facilities-based operator (FBO) in which case, you will first need to provide DOCOMO ASIA with the duly completed and signed documents within 30 days of your receipt of such notice from DOCOMO ASIA in accordance with Section 11 below, and if you fail to do so, DOCOMO ASIA may terminate StarHub Services without further notice, whether during the minimum subscription period (in which case, DOCOMO ASIA reserves the right to charge the early termination to you) or after the expiry of the minimum subscription period.

* StarHub has the right to perform the acceptance check including credit check of the applicant customer and may reject any transfer application without disclosing any reason. In the event that StarHub does not accept your transfer form, DOCOMO ASIA will terminate StarHub Services without further notice to you, whether during the minimum subscription period (in which case, DOCOMO ASIA reserves the right to charge the early termination to you) or after the expiry of the minimum subscription period.

6.5 You may terminate StarHub Services by giving 7 days’ written notice to DOCOMO ASIA in accordance with Section 11 below. DOCOMO ASIA may elect to terminate StarHub Services by giving 30 days’ prior notice in writing to you of its intention to do so (in which case, we reserve the right to charge the early termination to you) in accordance with Section 11 below.

6.6 Termination by either party will be without prejudice to any existing rights and/or claims that we may have against you, and you will still have to fulfil your obligations including payment of all outstanding Charges, including but not limited to, administrative and legal charges and prescribed early termination charges, prior to the date of termination.

7. Warranties and Limitation of Liability

7.1 DOCOMO ASIA makes no warranty, express or implied, with respect to StarHub Services provided hereunder and expressly disclaims any warranty of merchantability, description or fitness for any particular purpose or function.

7.2 DOCOMO ASIA shall not be liable to you for any direct or indirect loss or damages howsoever caused or arising, notwithstanding such loss or damage is foreseeable or otherwise resulting from the use of StarHub Services.

7.3 You shall indemnify and keep DOCOMO ASIA harmless from all losses, damages, claims, liabilities, costs and expenses incurred or suffered by DOCOMO ASIA as a result of or arising from or in connection with your failure to comply with these Terms and Conditions.

8. Matters Beyond Our Reasonable Control

8.1 DOCOMO ASIA or StarHub will not be liable for any delay or failure in performance under this Agreement resulting from matters beyond our or their reasonable control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, lightning, equipment failure, computer software or Software malfunction, electrical power failure, faults, interruption or disruption of the Network or the networks of other Service Providers or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees) or epidemics of infectious diseases.

8.2 Without prejudice to Section 7.1 above, StarHub Services may occasionally be affected by interference caused by objects beyond StarHub's or DOCOMO ASIA's control such as buildings, underpasses and weather conditions. When this happens, we will not be responsible for any interruption or disruption of the Services or if you cannot access or use StarHub Services.

9. Personal Data Protection

9.1 Please read DOCOMO ASIA's Data Protection Policy statement carefully. It summarises how DOCOMO ASIA, and other NTT DOCOMO Group Companies will collect, use and disclose your personal information (including for marketing to you) and your rights in relation to accessing and correcting that information.

9.2 The Data Protection Policy Statement is available at www.docomo-asia.com. In addition, you confirm that DOCOMO ASIA may, subject to the provisions of the Personal Data Protection Act 2012 in force from time to time:

- collect, use and disclose information (including for marketing purposes) about each of you in accordance with DOCOMO ASIA's Data Protection Policy Statement;
- disclose information about you and your application (include information contained in any application for additional services and information relating to the conduct of your account) to a credit reporting agency for the purpose of obtaining and maintaining a credit information file about you, and to another credit provider or a collection agent for the purpose of collecting overdue payments relating to credit owed by you and notifying defaults by you; and
- obtain and use information about your creditworthiness (including a consumer or commercial credit report) from a credit reporting agency, credit provider or other business that reports on creditworthiness for the purpose of assessing an application (including the application and any application for additional services) or collecting overdue payments.
- disclose and transfer information about you and your application to StarHub from time to time for the provision of StarHub Products and StarHub Services.

10. Intellectual Property

10.1 You will not acquire any right in any and all StarHub Intellectual Property and/or DOCOMO ASIA Intellectual Property; and/or all such property will remain at all times with StarHub and DOCOMO ASIA.

10.2 You will not use or permit the use of any StarHub and/or DOCOMO ASIA Intellectual Property except for the purposes contemplated by StarHub Services provided to you or as permitted by us.

11. Notice

11.1 Any notice to be given by you must be in writing and delivered to DOCOMO ASIA's address.

11.2 You shall notify DOCOMO ASIA within 3 days in the event that the billing address and/or billing particulars has been changed.

11.3 Any such Bill/Notice so dispatched by delivery to the address of the Customer shall be deemed to have been received by the Customer on next day from the date of dispatch.

12. Governing Law and Jurisdiction

12.1 These terms and conditions is governed by and shall be construed in accordance with the laws of Singapore and you agree to submit to the exclusive jurisdiction of the Singapore courts.

12.2 Any action or proceedings may be brought and enforced in the courts of Singapore or any other jurisdiction where you or any of your property may be found and you irrevocably submit to the jurisdiction of such courts in respect of any action or proceedings against or involving you relating to these terms and conditions. Either party may also refer any dispute relating to StarHub Services to the Small Claims Tribunal and/or arbitration.

For the purpose of the above Sections, "we" and "us" and "our" refers to DOCOMO ASIA and "you" and "your" refers to the Customer and/or Account Holder and the Account Holder's authorized Signatory.