STARHUB'S SERVICE SPECIFIC TERMS & CONDITIONS

DIRECT CONNECTION TO STARHUB SMS GATEWAY VIA SMPP

These are our Service Specific Terms & Conditions for Direct Connection to StarHub SMS Gateway via SMPP and, together with our Business General Terms & Conditions, the application form and any other terms and conditions that you and we have agreed or accepted from time to time, they form the Agreement between you and us. If there is any inconsistency between them, the following order of precedence applies (highest first): (a) the commercial particulars set out in the application form accepted by us (including the Charges, Minimum Period of Service, Monthly Commitment Level and TPS); (b) these Service Specific Terms & Conditions; and (c) our Business General Terms & Conditions.

1. How You May Be Eligible for the Services

1.1. In order to subscribe to the Services, you must:

1.1.1. be a business or corporate entity duly registered in Singapore or otherwise acceptable to us;

1.1.2. not have any outstanding accounts with us that are due and owing to us;

1.1.3. possess all licences, permits, approvals and authorisations required for your proposed use of the Services; and

1.1.4. provide all information, documentation and technical details required by us to assess your application.

1.2. You must ensure that all information provided to us is accurate, complete and up to date and promptly notify us of any changes.

1.3. We may accept or reject your application at our discretion, subject to applicable laws and regulatory requirements.

1.4. We may require you to provide a deposit, banker's guarantee or other security before or at any time after activation of the Services, in accordance with our Business General Terms & Conditions.

2. Providing the Services

2.1. We will provide you with direct connectivity to our SMS Gateway for the transmission and receipt of approved SMS Messages to and from StarHub mobile subscribers, subject to this Agreement.

2.2. The Services are provided on an on-net basis only. In particular:

2.2.1. all SMS Messages transmitted through the Services must be On-Net SMS, being SMS Messages sent to, or received from, a Singapore mobile number which, at the time of transmission, is subscribed to a mobile service provided by us or by a mobile virtual network operator hosted on our Network, as we may notify you from time to time (each, an "On-Net Subscriber"), including a number ported to us from another operator but excluding a number ported from us to another operator;

2.2.2. unless otherwise expressly agreed in writing, the Services do not include SMS Messages sent to or received from (a) subscribers of any other mobile network operator or mobile virtual network

operator not hosted on our Network, whether in Singapore or overseas; or (b) subscribers of overseas networks, including such subscribers roaming on our Network;

2.2.3. SMS Messages sent to On-Net Subscribers who are roaming outside Singapore are relayed through third-party networks. Delivery is subject to the regulations and network restrictions of the relevant overseas operators and is not guaranteed by us. Such SMS Messages shall be treated as On-Net SMS for the purposes of the Charges; and

2.2.4. you are responsible for ensuring that all SMS traffic you submit complies with this paragraph 2.2. We may reject, block or discard any SMS Message that is not On-Net SMS, and such SMS Messages shall remain chargeable in accordance with paragraph 9.2.

2.3. The Services shall be provided according to the particulars stated in the application form, including the approved messaging services, Shortcodes, TPOAs, SMS throughput (TPS), Minimum Period of Service, Monthly Commitment Levels, connection arrangements and applicable Charges.

2.4. Upon acceptance of your application and successful completion of provisioning and testing, we will notify you of the commencement date for the Services, which shall be known as the Ready for Service ("RFS") date.

2.5. If you do not complete the connectivity and acceptance tests within thirty (30) days after we notify you that the Connection is ready for testing, or you otherwise cause any delay in the commencement of the Services (including by failing to provide any information, documentation, approval, facility or cooperation reasonably required by us), we may notify you that the RFS date is deemed to be the date on which, in our reasonable opinion, the Services would have been ready for service but for such failure or delay, and Charges shall commence accordingly.

2.6. We reserve the right to revise the RFS date where necessary due to technical, operational, regulatory or other circumstances affecting the provision of the Services.

2.7. You must not commence commercial use of the Services until we have confirmed that the Connection is ready for commercial operation.

2.8. Any additional services, new Shortcodes, changes to TPOAs, additional ports or modifications to the Connection shall be subject to our prior written approval and any applicable Charges.

3. Minimum Period and Duration of Services

3.1. The initial Minimum Period of Service shall be as specified in the application form or otherwise agreed in writing between you and us.

3.2. The Services shall commence on the RFS date and continue for the applicable Minimum Period of Service.

3.3. Upon expiry of the Minimum Period of Service, the Services shall continue on a month-to-month basis at our prevailing Charges (or such other Charges as we may agree with you in writing) unless otherwise agreed in writing or terminated in accordance with this Agreement.

3.4. You shall maintain the applicable Monthly Commitment Level throughout the Minimum Period of Service, as upgraded from time to time in accordance with paragraph 9.3 and, unless otherwise agreed in writing, for so long as the Services continue thereafter.

3.5. Any renewal, upgrade or modification of the Services may be subject to revised Charges as agreed between you and us. An upgrade to the Monthly Commitment Level shall not, by itself, extend or restart the existing Minimum Period of Service unless otherwise agreed in writing.

4. Scope of the Services

4.1. The Connection shall be used solely for the messaging services approved by us.

4.2. The Services may include the transmission and receipt of Mobile Originated ("MO") and Mobile Terminated ("MT") SMS Messages through the SMS Gateway, provided that all such SMS Messages are On-Net SMS.

4.3. We may provision Shortcodes, TPOAs, SMS Gateway ports and SMS throughput capacity according to the service particulars agreed between you and us.

4.4. The allocation and use of Shortcodes, TPOAs and SMS Gateway ports shall be subject to technical availability, regulatory requirements and our approval.

4.5. Any request for additional SMS throughput, Shortcodes, TPOAs or other service requirements shall be subject to our prior approval and any applicable Charges agreed in writing.

4.6. **Throughput**

4.6.1. Your SMS traffic must not exceed the maximum throughput stated in the application form (the "agreed TPS"). Unless the application form states otherwise, the agreed TPS applies to the aggregate number of SMS Messages submitted by you to the SMS Gateway per second across all of your SMPP connections, ports and Shortcodes.

4.6.2. You must configure your systems to remain within the agreed TPS and to handle throttling responses from the SMS Gateway in accordance with the SMS Gateway Developer Guide.

4.6.3. We may queue, delay, throttle or reject any SMS Message submitted in excess of the agreed TPS. We may also temporarily reduce the throughput available to you below the agreed TPS where reasonably necessary to manage Network congestion or periods of exceptionally high traffic, or to protect the security, integrity or performance of the Network.

4.6.4. We shall not be liable for any delay, non-delivery or rejection of SMS Messages resulting from this paragraph 4.6. SMS Messages rejected by the SMS Gateway under this paragraph 4.6 shall not be counted towards your SMS usage.

4.6.5. Any increase to the agreed TPS is subject to paragraph 4.5 and the applicable Additional Throughput Charges. If you repeatedly exceed the agreed TPS, we may suspend or restrict the Connection under paragraph 13.3.

4.7. You must not use the Connection for any service, application or purpose not approved by us.

4.8. The availability and performance of the Services are subject to Network capacity, technical compatibility, third-party systems and applicable operational or regulatory restrictions.

4.9. We do not guarantee successful delivery or receipt of every SMS Message transmitted through the Services. Unless otherwise expressly stated in the application form, no service levels or service credits apply to the Services.

4.10. Shortcodes and SMS Gateway ports are assigned to you solely for your use of the Services, subject to the National Numbering Plan and any requirements of IMDA. You do not acquire any ownership or

other proprietary right in any Shortcode, and you must not transfer, sub-license or otherwise deal with any Shortcode. We may withdraw, reassign or change any Shortcode or port, or cease to support the use of any TPOA, where required by IMDA or any other regulatory authority, where you are in breach of this Agreement, or for technical or operational reasons, giving you reasonable prior notice where practicable. Where we withdraw a Shortcode for technical or operational reasons not attributable to you, we will, subject to availability and applicable regulatory requirements, assign you a replacement Shortcode without additional setup charges. Any replacement of a Golden Number shall be subject to availability and our approval. For the avoidance of doubt, Golden Number Charges are non-refundable unless otherwise expressly agreed in writing. Save as aforesaid, Charges paid for Shortcodes (including Golden Number Charges) are non-refundable.

4.11. We are not obliged to store, or to retry delivery of, MO SMS Messages where the Connection or your systems are unavailable, and such SMS Messages may be discarded in accordance with our standard system retention settings.

4.12. The Services do not include the billing, charging or collection of any amount from End Users, or any revenue-sharing arrangement. You must not represent to any End User that charges for your messaging services will be billed by us. Any charges you impose on End Users are solely your responsibility and must comply with applicable laws. Any premium billing, carrier billing or revenue-sharing arrangement, if offered by us, shall be subject to a separate written agreement between you and us.

5. System Requirements and Connection

5.1. The SMS Gateway server shall act as a conduit between our Short Message Service Centre ("SMSC") and your application server for the transmission and receipt of SMS Messages.

5.2. The Connection from your application server to our SMS Gateway shall be established using the Short Message Peer-to-Peer ("SMPP") protocol through either of the following methods, as approved by us:

5.2.1. SMPP over the public internet secured using Transport Layer Security ("TLS") version 1.3; or

5.2.2. SMPP through an Internet Protocol Security ("IPsec") Virtual Private Network ("VPN") tunnel.

5.3. The applicable connection method, security configuration, network access requirements and technical specifications shall be determined and approved by us.

5.4. We shall not be responsible for the provisioning, commissioning, operation, maintenance or support of your internet connection, VPN infrastructure or leased line used to establish the Connection, unless otherwise expressly agreed in writing.

5.5. Communications between your application server and the SMS Gateway shall use a protocol supported and approved by us. The supported protocols and technical requirements shall be specified in the SMS Gateway Developer Guide, which we may update from time to time.

5.6. Our SMS Gateway server shall communicate with the SMSC via the CIMD2 protocol or such other protocol as we may determine from time to time.

5.7. SMS Messages shall be relayed through the applicable mobile Network environment, subject to Network capabilities and availability.

5.8. You may submit a written request for the provision of SMS Gateway ports. Subject to technical availability and our approval, we shall assign the applicable port number(s) and notify you in writing.

5.9. We shall provide you with the SMS Gateway Developer Guide, and you must comply with all applicable technical specifications, interface requirements, connection protocols and operating procedures contained therein.

5.10. You shall, at your own cost, provide, operate and maintain all applications, systems, hardware, software, equipment and telecommunications connectivity necessary to establish and maintain the Connection.

5.11. You shall ensure that your applications and systems are compatible with our SMS Gateway and do not adversely affect the operation, performance, integrity or security of our Network.

5.12. You shall participate in any connectivity, acceptance or other technical tests reasonably required by us before activation or following material changes to the Connection.

5.13. You must not modify, interfere with or make unauthorised changes to the Connection or any part of our Network.

5.14. You shall notify us in advance of any planned system modifications, maintenance activities or material traffic increases that may affect the operation or performance of the Connection.

5.15. You shall give us at least fourteen (14) days' prior written notice of, and obtain our prior written consent to, any campaign or activity which is expected to generate a high volume of SMS traffic that may congest the SMS Gateway.

5.16. We may temporarily suspend or restrict the Services for maintenance, upgrading, security or other operational requirements, with prior notice where reasonably practicable.

6. Your Responsibilities

6.1. You are responsible for the operation, management, Content and use of your messaging services, including activities undertaken by your employees, agents, contractors and authorised service providers.

6.2. You shall ensure that:

6.2.1. your use of the Services complies with all applicable laws, regulations, regulatory codes, directions and guidelines, including those issued by IMDA;

6.2.2. you possess and maintain all necessary licences, permits, approvals, authorisations and consents;

6.2.3. all SMS Content transmitted through the Services is lawful and does not infringe any third-party rights;

6.2.4. the Services are not used for fraudulent, misleading, deceptive or unauthorised activities;

6.2.5. you comply with all applicable personal data protection, consumer protection, marketing and messaging requirements including the Spam Control Act 2007 and the Do Not Call provisions of the Personal Data Protection Act 2012;

6.2.6. you obtain all consents required under applicable laws from End Users before sending SMS Messages to them, include in every marketing SMS Message a functional unsubscribe facility and such other information as is required by applicable laws or as we may reasonably require, and promptly give effect to any unsubscribe request; and

6.3. all SMS Messages submitted through the Services are On-Net SMS.You must not use or allow the Services to be used:

6.3.1. to transmit unlawful, defamatory, obscene, fraudulent or misleading Content, including Content associated with scams, phishing or impersonation;

6.3.2. to distribute unsolicited communications in breach of applicable laws;

6.3.3. to generate fraudulent or artificially inflated SMS traffic;

6.3.4. to transmit malicious software or harmful programmes;

6.3.5. to gain unauthorised access to any network or system;

6.3.6. to cause network congestion, interference or disruption;

6.3.7. to submit SMS Message that is not On-Net SMS through the Connection;

6.3.8. to transmit SMS traffic originating from, or sent on behalf of, any enterprise or SMS aggregator located outside Singapore, without our prior written consent; or

6.3.9. to resell or otherwise provide the Connection to third parties without our prior written consent.

6.4. You shall implement appropriate safeguards to prevent unauthorised access, fraudulent traffic and misuse of the Services.

6.5. You shall cooperate with us in implementing any technical, security or operational measures reasonably required to maintain the integrity and performance of our Network.

6.6. You shall keep complete and accurate records of End User consents, unsubscribe requests and SMS Messages transmitted through the Services (including the date, time, originating and destination numbers and Sender ID of each SMS Message) for at least twelve (12) months, and provide such records to us within such time as we may reasonably specify upon request.

7. Regulatory Compliance

7.1. You must comply with all applicable laws, regulations, codes of practice, directions, guidelines and requirements issued by the Infocomm Media Development Authority ("IMDA") and any other relevant regulatory authorities in connection with your use of the Services.

7.2. Where applicable, you shall comply with all requirements of the Singapore SMS Sender ID Registry ("SSIR"), including the registration, authorisation and use of Sender IDs, and any applicable policies or procedures administered by the Singapore Network Information Centre ("SGNIC").

7.3. You shall ensure that all TPOAs, Sender IDs and Shortcodes used in connection with the Services:

7.3.1. are duly registered, approved or authorised where required;

7.3.2. are used only by persons or entities authorised to use them;

7.3.3. comply with applicable IMDA, SSIR and StarHub requirements; and

7.3.4. are not used for impersonation, spoofing, fraudulent or unauthorised activities.

7.4. You shall obtain and maintain all necessary letters of authorisation, consents, approvals and supporting documentation evidencing your entitlement to use the relevant TPOAs, Sender IDs and Shortcodes.

7.5. Where you send SMS Messages on behalf of third parties, you shall ensure that you are duly authorised to do so and that the relevant Sender IDs are used in accordance with applicable regulatory requirements.

7.6. You shall promptly notify us of any changes to the registration status, ownership or authorisation of any Sender ID, TPOA or Shortcode used with the Services.

7.7. You shall provide us with such information and documentation as we may reasonably require to verify compliance with applicable IMDA, SSIR and other regulatory requirements. Where you act as an SMS aggregator, you must also hold all licences required by IMDA for that purpose, be registered with the SSIR as a participating aggregator where required, and ensure that each Sender ID of your clients is registered with the SSIR before it is used.

7.8. We reserve the right to reject, block, restrict or suspend SMS traffic, Sender IDs, Shortcodes or the Connection where such traffic or use does not comply with applicable regulatory requirements, including where the necessary registration or authorisation has not been obtained or maintained.

7.9. The Services are subject to our licence obligations and to any direction, code of practice, framework or requirement of IMDA or any other authority. We may implement any filtering, labelling, blocking or other anti-scam measures that we are required or permitted to implement, and may modify, suspend or withdraw the Services or any Sender ID, TPOA or Shortcode where required to comply with the foregoing, without liability to you.

7.10. Any registration, approval or authorisation granted by the relevant authorities shall not relieve you of your obligations under this Agreement or applicable laws.

8. Customer Support and Complaints

8.1. You shall be responsible for handling enquiries, complaints and service disputes arising from the messaging services provided by you through the Connection, including those raised by End Users. We may refer to you any such enquiry, complaint or dispute received by us.

8.2. You shall maintain appropriate customer support and escalation arrangements , and provide us with current contact information.

8.3. You must promptly investigate and resolve any complaint or dispute referred by us and provide relevant findings and records within the timeframe reasonably specified by us.

8.4. You shall cooperate with us in investigating and resolving messaging issues, suspected fraud, unauthorised traffic and regulatory complaints.

8.5. We may require you to suspend or modify any service where reasonably necessary to protect our Network, prevent misuse or comply with regulatory requirements. This includes ceasing to send SMS Messages to any End User who has complained to us of unsolicited messages.

9. Charges and Payment

9.1. Applicable Charges

9.1.1. You shall pay the applicable Charges for the Services as specified in the application form or otherwise agreed in writing between you and us, which may include:

a. SMS Usage Charges: Charges based on the agreed SMS unit price for SMS Messages submitted through the SMS Gateway.

b. Monthly SMS Commitment: A minimum monthly commitment for SMS usage, where applicable, at the agreed SMS unit price.

c. One-Time Shortcode Setup Charge: A one-time charge for the setup and provisioning of each Shortcode and its associated connection.

d. Monthly Shortcode Maintenance Charge: A monthly recurring charge for the maintenance of each provisioned Shortcode.

e. Golden Number Charges: Additional applicable fees for the allocation or use of premium or specially selected Shortcode number combinations ("Golden Numbers"), subject to availability and our approval.

f. Additional Throughput Charges: monthly recurring charges for SMS throughput (TPS) in excess of the TPS included in the application form.

9.1.2. All Charges stated in the application form or otherwise agreed in writing are exclusive of and subject to the prevailing Goods and Services Tax ("GST") in Singapore, where applicable. GST shall be charged at the prevailing rate prescribed under Singapore law.

9.2. SMS Measurement and Usage

9.2.1. For the purpose of calculating SMS usage and any applicable Monthly Commitment Level, SMS Messages submitted through the designated SMS Gateway ports shall be counted, including:

a. Mobile Originated (MO) SMS Messages; and

b. Mobile Terminated (MT) SMS Messages.

9.2.2. . SMS usage shall be calculated based on the number of MT SMS Messages submitted by you to the SMS Gateway and the number of MO SMS Messages received at the SMS Gateway for transmission to you, in each case as recorded by our systems. Each segment of a concatenated or multi-part SMS Message shall be counted as a separate SMS Message.

9.2.3. All SMS Messages submitted through the SMS Gateway shall be chargeable in accordance with the agreed billing arrangements, regardless of whether they are successfully delivered to or received by the intended recipients.

9.2.4. You acknowledge that the submission of any SMS Message that is not On-Net SMS is not permitted. Any such attempted submissions may be rejected or blocked and shall not relieve you of any applicable Charges arising under the agreed submission-based billing arrangements.

9.2.5. Our records of SMS usage shall be conclusive and binding on you, save in the case of manifest error.

9.2.6. Where we reasonably determine that any SMS traffic has been transmitted in breach of paragraph 6.3.8, we may, without prejudice to our other rights, charge such traffic at our prevailing international A2P SMS rates and suspend or restrict the Connection.

9.3. Monthly Commitment Level

9.3.1. Where a Monthly Commitment Level applies, you shall pay a minimum monthly Charge equal to the Monthly Commitment Level multiplied by the agreed SMS unit price (or such other minimum monthly Charge as is stated in the application form), regardless of actual SMS usage. Any unused commitment shall not be carried forward or refunded.

9.3.2. Any SMS usage exceeding the agreed Monthly Commitment Level shall be charged at the applicable SMS unit price, unless otherwise agreed in writing.

9.3.3. You may upgrade your Monthly Commitment Level at any time during the Minimum Period of Service by providing us with at least thirty (30) days' prior written notice, subject to our approval.

9.3.4. Any approved upgrade and corresponding adjustment to the monthly Charges shall take effect on the first (1st) day of the month following the expiry of the required notice period, unless otherwise agreed in writing.

9.3.5. You may downgrade to a lower Monthly Commitment Level only upon expiry of the applicable Minimum Period of Service, subject to our approval and the agreed commercial arrangements.

9.4. Billing and Payment Obligations

9.4.1. You shall be responsible for the payment of all Charges arising from or in connection with the Services, including SMS usage, the applicable Monthly Commitment Level, Shortcode setup, Shortcode maintenance and Golden Number Charges.

9.4.2. You shall remain liable for all applicable Charges incurred through your account or Connection, including Charges resulting from the use of the Services by your employees, agents, contractors or other persons authorised by you.

9.4.3. Charges shall commence from the RFS date or such other date as may be agreed in writing.

9.4.4. You shall pay all invoices within thirty (30) days from the invoice date, unless otherwise agreed in writing.

9.4.5. If you dispute any invoice, you must notify us promptly and provide relevant supporting information. All undisputed amounts shall remain payable by the applicable due date.

9.4.6. We reserve the right to suspend or restrict the Services for non-payment in accordance with the provisions of this Agreement.

9.5. Changes to Charges

9.5.1. We may revise the applicable Charges for the Services by giving you at least thirty (30) days' prior written notice, provided that any Charges expressly fixed in the application form for the Minimum Period of Service shall not be increased during that period unless the increase results from a change in applicable laws or regulatory requirements, or in charges imposed on us by third parties.

10. Security and Fraud Prevention

10.1. You shall be responsible for maintaining the security and integrity of your systems, applications, credentials and Connection.

10.2. You shall implement appropriate safeguards against unauthorised access, fraudulent traffic, artificially inflated traffic and misuse.

10.3. You must promptly notify us of any actual or suspected security breach, unauthorised access or fraudulent activity affecting the Services.

10.4. We may monitor SMS traffic patterns for network security, fraud prevention, billing verification and regulatory compliance purposes, in accordance with applicable laws.

10.5. Where we reasonably suspect fraudulent, artificially inflated or unauthorised traffic, we may:

10.5.1. investigate the relevant traffic patterns and transactions;

10.5.2. request supporting documentation or explanations from you;

10.5.3. restrict, block or suspend the affected traffic, Sender ID, Shortcode or Connection; and/or

10.5.4. impose appropriate technical restrictions to prevent further misuse or disruption.

10.6. You shall remain responsible for applicable Charges incurred through your account or Connection in accordance with this Agreement, including Charges arising from fraudulent, artificially inflated or unauthorised traffic, except to the extent caused by our breach of this Agreement.

11. Corporate Identity and Intellectual Property

11.1. You shall not use our corporate name, trademarks, logos or other corporate identity without our prior written approval.

11.2. You shall not represent or imply that your services are sponsored, endorsed or guaranteed by us unless expressly authorised in writing.

11.3. You shall obtain all necessary intellectual property rights and permissions relating to the Content transmitted through the Services.

11.4. Each party shall retain ownership of its respective intellectual property rights.

11.5. You grant us a non-exclusive, royalty-free licence to transmit, store, process and reproduce the Content to the extent necessary to provide the Services and to comply with applicable laws and regulatory requirements.

12. Liability

12.1. The Services are provided on an "as is" and "as available" basis. To the fullest extent permitted by law, we do not warrant uninterrupted, error-free or continuous availability of the Services.

12.2. We shall not be liable for delays, failures, interruptions or degradation of the Services arising from:

12.2.1. third-party networks or telecommunications service providers;

12.2.2. equipment, application, software or system failures;

12.2.3. maintenance, upgrading or modification of our Network or SMS Gateway;

12.2.4. your acts or omissions, including any failure to comply with technical requirements;

12.2.5. the submission of any SMS Message that is not On-Net SMS;

12.2.6. any filtering, labelling, blocking, rejection, throttling or suspension carried out in accordance with this Agreement, applicable laws or regulatory requirements; or

12.2.7. matters beyond our reasonable control.

12.3. To the fullest extent permitted by law, we shall not be liable for indirect, incidental, special or consequential losses, including loss of profits, revenue, business opportunities or anticipated savings.

12.4. Subject to any liability that cannot lawfully be excluded or limited, our liability shall be governed by our Business General Terms & Conditions unless otherwise expressly agreed in writing.

12.5. We are not responsible for any Content and shall not be liable to you or any third party (including any End User) for any loss or damage arising from your messaging services or Content.

13. Ending and Suspending the Services

13.1. Either party may terminate the Services by giving at least thirty (30) days' prior written notice, subject to the applicable Minimum Period of Service and early termination obligations.

13.2. Where you terminate the Services before the expiry of the Minimum Period of Service, or we terminate the Services under paragraph 13.3 before such expiry, you shall pay any applicable early termination Charges as specified in the application form or, if none are specified, an amount equal to: (a) the aggregate monthly recurring Charges and minimum monthly Charges for the Monthly Commitment Level for the remainder of the Minimum Period of Service; and (b) any one-time Charges waived or discounted by us in consideration of the Minimum Period of Service; and/or (c) such sums otherwise agreed in writing. You agree that such amount is a genuine pre-estimate of our loss and not a penalty.

13.3. We may suspend or terminate all or any part of the Services where:

13.3.1. you breach this Agreement;

13.3.2. you fail to pay Charges due;

13.3.3. you provide false, inaccurate or incomplete information;

13.3.4. your use of the Services breaches applicable laws, IMDA or SSIR requirements;

13.3.5. we reasonably suspect fraud, unlawful activity or misuse;

13.3.6. your Connection or SMS traffic threatens the security, integrity or performance of our Network;

13.3.7. you repeatedly submit SMS Messages that are not On-Net SMS;

13.3.8. you become insolvent, enter into any composition or arrangement with your creditors, or have a receiver, judicial manager, liquidator or similar officer appointed over you or any of your assets;

13.3.9. any licence, registration or authorisation required for your use of the Services (including any SSIR registration) is revoked, suspended or expires; or

13.3.10. a regulatory authority requires us to suspend or cease providing the Services.

13.4. Where reasonably practicable, we shall provide prior notice of suspension or termination. We may take immediate action where necessary to protect our Network, prevent fraud or comply with regulatory requirements.

13.5. Upon termination or expiry:

13.5.1. you shall immediately cease using the Connection and any Shortcodes or TPOAs assigned for the Services;

13.5.2. all outstanding Charges shall become payable;

13.5.3. you shall cease using any technical credentials or access arrangements provided by us;

13.5.4. all Shortcodes and SMS Gateway ports assigned to you shall be released and may be returned to the numbering pool or reassigned in accordance with IMDA's requirements; and

13.5.5. termination shall not affect any accrued rights, liabilities or obligations.

13.6. Paragraphs 9, 12, 13 and 14, and any other provision which by its nature is intended to survive, shall survive termination or expiry of the Services.

14. Other Legal Matters

14.1. Indemnity

14.1.1. You shall indemnify us, our Affiliates, employees, officers, agents and suppliers against claims, losses, damages, liabilities, costs and expenses arising from your breach of this Agreement, unlawful or fraudulent activities, misuse of the Services, breach of regulatory requirements, negligent acts or omissions, any Content, or any claim by an End User or other third party arising from your messaging services, including any fine or penalty imposed on us by any regulatory authority.

14.1.2. This indemnity shall apply to the extent attributable to your acts, omissions or breaches and shall survive termination.

14.2. Confidentiality and Data Protection

14.2.1. You shall maintain the confidentiality of non-public commercial, technical, financial and operational information disclosed by us, except as permitted under this Agreement or required by law.

14.2.2. You shall comply with the Personal Data Protection Act 2012 and all applicable data protection requirements concerning personal data processed through the Services. You are responsible for obtaining all consents and providing all notifications required under applicable data protection laws for the collection, use and disclosure (including to us) of personal data of End Users in connection with your messaging services.

14.2.3. You shall implement appropriate security measures to protect confidential information and personal data against unauthorised access, loss, misuse or disclosure.

14.2.4. You shall use the mobile numbers and other information of End Users obtained through the Services (including through MO SMS Messages) solely for the purpose of providing the relevant approved messaging service to those End Users, and in accordance with applicable laws.

14.2.5. We may collect, use, retain and disclose traffic data, Content and records relating to the Services to provide the Services, for billing, fraud prevention and network security purposes, and as required by applicable laws or any regulatory authority.

14.2.6.

14.3. Changes to this Agreement

14.3.1. may revise these Terms & Conditions from time to time, in accordance with our Business General Terms & Conditions.

14.3.2. Your continued use of the Services following the effective date of validly notified changes shall constitute acceptance to the extent permitted by applicable laws and this Agreement.

14.4. Matters Beyond Our Control

14.4.1. Without limiting our Business General Terms & Conditions, we shall not be liable for failure or delay in performance caused by circumstances beyond our reasonable control, including natural disasters, governmental actions, cyber-attacks, widespread network disruptions, power failures (including those of third-party networks or service providers) and other force majeure events.

15. **Meanings**

This paragraph sets out how certain words and phrases are used in this Agreement. Terms used but not defined in these Service Specific Terms & Conditions shall have the respective meanings given to them in our Business General Terms & Conditions.

15.1. **"Agreement"** means these Service Specific Terms & Conditions, the Business General Terms & Conditions, the application form and any other written agreements between you and us in respect of the aforementioned Services..

15.2. **"Charges"** means all setup, connection, subscription, usage, maintenance, throughput (TPS), Golden Number, cancellation, maintenance, administrative and other applicable fees payable for the Services.

15.3. **"Connection"** means the direct SMPP connectivity established between your application server or system and our SMS Gateway.

15.4. **"Content"** means all information, text, data, messages and other materials transmitted or received through the Services.

15.5. **"End User"** means a StarHub mobile subscriber who sends or receives SMS Messages through the Services.

15.6. **"Golden Number"** means a Shortcode with a specially selected or preferred number combination, as determined and approved by us.

15.7. **"MO SMS Message"** means a Mobile Originated SMS Message transmitted by a StarHub mobile subscriber through the Services.

15.8. **"MT SMS Message"** means a Mobile Terminated SMS Message transmitted to a StarHub mobile subscriber through the Services.

15.9. **"Monthly Commitment Level"** means the minimum number of SMS Messages per month for which you commit to pay, as specified in the application form or otherwise agreed in writing.

15.10. **"Minimum Period of Service"** means the minimum subscription period specified in the application form or otherwise agreed in writing.

15.11. **"Network"** means the telecommunications networks, systems, facilities and infrastructure owned, operated, maintained or used by us to provide the Services.

15.12. **"On-Net SMS"** has the meaning given in paragraph 2.2.1.

15.13. **"RFS"** means Ready for Service, as defined in paragraph 2.4.

15.14. **"Services"** means the direct connectivity to StarHub's SMS Gateway and associated on-net SMS messaging services provided under this Agreement.

15.15. "Sender ID" means the alphanumeric or numeric identifier displayed as the originator of an SMS Message, including a TPOA or Shortcode.

15.16. **"Shortcode"** means a short telephone number allocated or approved for use in connection with the Services.

15.17. **"SMS Gateway"** means our Short Message Service gateway used to facilitate the transmission and receipt of SMS Messages.

15.18. **"SMS Gateway Developer Guide"** means the technical documentation provided by us specifying the supported protocols, interface specifications and technical requirements for connecting to the SMS Gateway.

15.19. **"SMS Messages"** means short text messages transmitted or received through the Services.

15.20. **"SMSC"** means StarHub's Short Message Service Centre.

15.21. **"SSIR"** means the Singapore SMS Sender ID Registry.

15.22. **"TPS"** means transactions per second, representing the agreed SMS message throughput capacity.

15.23. **"TPOA"** means Terminating Path Originating Address, being the originating address or Sender ID displayed in the recipient's "From" field of an SMS Message.

15.24. **"StarHub", "we", "our" or "us"** means means StarHub Ltd (UEN 199802208C), for itself and on behalf of its Affiliates providing the Services (including StarHub Mobile Pte Ltd).

15.25. **"You" or "your"** means the business or corporate entity subscribing to the Services under this Agreement.