

CONSUMER TERMS AND CONDITIONS FOR NEX.LIFE CONNECT (MOBILE AND HOME BROADBAND SERVICE)

20190111

Thank you for choosing the Service.

The Consumer T&C is incorporated and forms part of Terms of Use, thus binding on you. Your agreement with us is, therefore, made up of: -

- (a) the Terms of Use,
- (b) the Acceptable Use Policy,
- (c) the Privacy Notice,
- (d) this Consumer T&C,
- (e) your Application, and
- (f) Specific Terms.

(collectively known as "Agreement").

THE SERVICE IS ONLY AVAILABLE IN SELECTED AREAS COVERED BY OUR LTE NETWORK. PLEASE INQUIRE WHETHER COVERAGE IS AVAILABLE AT YOUR NOMINATED ADDRESS WHERE YOU WANT TO USE THE SERVICE.

PLEASE READ THE AGREEMENT CAREFULLY BEFORE SUBSCRIBING TO THE SERVICE. BY SUBSCRIBING TO THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT IN ITS ENTIRETY, YOU SHOULD NOT SUBSCRIBE THE SERVICE.; ANDIF YOU HAVE SUBSCRIBED, WE ADVISE YOU TO TERMINATE THE SERVICE IMMEDIATELY AND CEASE ALL YOUR USE OF IT.

1. WHAT THESE WORDS MEAN IN THE AGREEMENT

1.1. Definitions

Generally, all the capitalized words in the Consumer T&C will have the same meaning ascribed in Terms of Use, you can thus rely on the same definitions unless we provide you with different definitions here to cater for the use of this Consumer T&C. In such a case, you can rely on the definitions provided in the Consumer T&C: -

"Application"	means the application you made via any of the Platform, requesting us to supply you with the Service.
"BCI Database"	means the common telecommunication operators' defaulters' database of black-listed customer information.
"Consumer T&C"	means Consumer Terms and Conditions Service.
"Credit Rating"	means information about your credit worthiness, credit standing, credit history or credit capacity.

"Credit Reporting Agency"	means a person who carries on a credit reporting business and is registered under the Credit Reporting Agencies Act 2010.
"Deposit"	means pre-payment payable by you to us, as security for the due observance and performance by you of the provisions of the Agreement.
Interrupt/ Interruption/Interrupted"	means a delay in supplying or a failure to supply or an error or defect in the supply to the extent that the Service is rendered unavailable or unusable, whether that occurs before or after the Service Start Date.
"Mobile Phone"	means a smart phone with computer feature which is a SIM Card base. For clarity, it does not include any wireless computing device such as a tablet.
"Equipment"	means broadband termination unit, modem, router and/or other equipment you purchased from us or we supplied to you for use with the Service.
"Minimum Subscription Period"	means the total term which you subscribe for.
"Mobile Number"	means the mobile prefix and the unique eight (8) digit telephone number that is assigned to us by the Appropriate Authority which we then licence to you for your use.
"Monthly Fee"	means any billed recurring charges and usage payable by you for the usage of the Service.
"Network"	means any interconnected telecommunications equipment, facilities, or cabling to enable the provision of Service to you.
"LTE Network"	means our wireless communication for mobile phones and data terminals which uses the Long-Term Evolution standard.
"Payment Due Date"	means the grace period given to you to make payment of the Total Current Charges as specified in the bill.
"Personal Data"	shall have the same meaning as in the Personal Data Protection Act 2010.

"Promotion"	means a special promotion made by us in connection with the Service during the promotional period.
"Rate Plan"	means the part of Specific Terms entitled "Rate Plan", which is our standard rate plan, pricing and charges list for you for the Service.
"Roaming"	means the ability to use the Network of overseas mobile carriers when travelling overseas.
"Service"	means Mobile Service and Home Broadband for Consumer.
"Service Start Date"	for the Service means the date on which we start supplying that Service to you and is ready and available for your use, whether or not you are using it.
"SIM Card"	means the microprocessor card bearing a unique Mobile Number programmed to allow a Mobile Device to access the Service.
"Term"	means the total term which you subscribe for.
"Terminate the Service"/"Termination of the Service"	means the Service is cancelled and the Agreement is terminated.
"Tethering Pass"	means a pass which allows you the ability to share you data service with other wireless computing device such as any Mobile Phone, laptop and/or computer by tethering though your Mobile Phone's hotspots.
"Third Party Charges"	means any fees payable to third party for the use of their service including but not limited to VAS, purchases of games, movies, music and other content. You shall be billed at the third party's applicable rates and charges and we may bill you for the use of such service, acting in the capacity as that third party's billing agent only.
"Third Party Equipment"	means the mobile phone, tablets, modem, router and/or other equipment you purchased from third party or relied upon for use with the Service.

"Top Up Pass"	means the purchase of additional data to restore usage of Service after you used up the 500MB monthly quota for domestic non-4G/LTE mobile internet.
Total Current Charges	collectively means Deposit, Monthly fee, if applicable, suspension fee, administrative fee, Third Party Charges, charges relating to international services, Roaming services, and/or any other fees and charges payable by you for the usage of the Service.
"Unusually High Use"	means high out of pattern usage of the Service on a short term basis or a sustained high usage which exceeds the general average usage of customers on a similar Rate Plan or who have accepted a similar Promotion.
"you" or "your" or "Consumer"	means a person who acquires and uses the Service for personal, domestic or household use only. Where the context permits, the term "you", "your" or "Consumer" includes "the Other User".

2. YOUR APPLICATION

- 2.1. When you make an Application, you are requesting us to supply the Service to you. We have the absolute discretion to determine your eligibility and shall have the right to reject your Application and/or refuse the provision of Service to you, at any material time, without liability, even if we do not provide you with reason and your registration and payment is successful. Our decision is conclusive and binding on you and you have no right to question our decision. We may ask you for Deposit we deem fit, and whether the Service will be available to you.
- 2.2. In addition to the foregoing paragraph, we may refuse your Application if:
 - (a) you do not provide satisfactory proof of identification,
 - (b) you do not meet the eligibility criteria for the Service,
 - (c) the Service is not available at the location where you wish to acquire the Service,
 - (d) you do not have an appropriate Credit Rating, or
 - (e) you fail to provide us with a Deposit we request from you.
- 2.3. If you provide us with Personal Data of any other person in connection with the Service, you warrant that you have obtained the consent of such person to disclose the Personal Data to us and to process such Personal Data in accordance with the terms of our Privacy Statement. You further agree that you will

3. COVERAGE

- 3.1. Our Service isn't available everywhere in Malaysia. The Service is only available in areas covered by our LTE Network. You are responsible for inquiring whether coverage is available in the area in which you want to use the Service.

- 3.2. In areas that the Service is available, it is technically impracticable for us to guarantee that: -
- (a) the Service is available in each place within an area where there is coverage,
 - (b) 'drop-outs' will not occur, and/or
 - (c) there will be no congestion on our LTE Network.
- 3.3. You acknowledge and understand that the Service is not fault-free and the speed and quality of your connection, for example, can be affected by things like the thickness of the walls of the building you're in, technical issues and the number of users near you trying to access the Service at the same time.

4. CREDIT RATING

- 4.1. If you are applying for our Service, you agree that as part of the application process we can check your Credit Rating through a Credit Reporting Agency or through the BCI Database. We can conduct further credit checks on you while you remain as a subscriber with us. You understand that a credit inquiry could adversely affect your Credit Rating. Subject to any legal requirements under the PDPA to disclose personal data to you, we do not have to disclose our credit criteria or the reasons for our decision to you (regardless whether or not it relates to declining your application, providing a restricted Service to you, or otherwise). If you are not satisfied with the information provided by the Credit Reporting Agency or BCI Database service provider, you will need to contact them directly. You are aware and agree that we may report your payment record to any Credit-Reporting Agency and the BCI Database service provider at any time.

5. COMMENCEMENT, TERM AND PRIORITIZATION OF DOCUMENTS

- 5.1. When does the Agreement starts

This Agreement shall be effective from the date on which the Service are activated ("Service Start Date").

YOU ARE REPRESENTING TO US THAT YOU ARE AT LEAST 18 YEARS OLD AND ARE LEGALLY ABLE TO ACCEPT THIS AGREEMENT.

- 5.2. Commencement of the Service.

We will supply the Service to you under the Agreement from the Service Start Date.

- 5.3. Term.

(Minimum Subscription Period and Compensation for Early Termination or Suspension)

- (a) Unless otherwise specified in the Application, the Minimum Subscription Period for the Service is twelve (12) months from the Service Start Date or in the event of any promotion held by us for the relevant Service, such other minimum subscription period may be applicable to the relevant promotions as may prescribed by us from time to time. Upon expiry of the Minimum Subscription Period, the relevant Service will automatically be renewed on a monthly basis unless earlier terminated by either party hereto.
- (b) in the event of early termination or suspension of the Service at any time during the Minimum Subscription Period, except where such termination or suspension arises from our material breach or wilful default or due to Force Majeure, then you shall be liable to pay to us, in addition to all outstanding fees and charges as at termination or suspension date, a penalty fee of remaining contract period's charges.

- 5.4. What happens if there is an inconsistency between the different parts of the Agreement?

In the even there is any conflict or inconsistency between the Application, the Consumer T&C, the Specific Terms, and the Terms of Use, the following order of precedence shall apply: -

- (a) Specific Terms (highest precedence);
- (b) the Consumer T&C; and
- (c) Terms of Use.

6. ABOUT THE MOBILE PHONE, SIM CARD AND MOBILE NUMBER

6.1. What are your responsibilities in relation to the Mobile Phone?

You must ensure that all Mobile Phone you use in connection with the Service is compatible with our Network and will not potentially harm our Network and/or our supplier's Network.

6.2. Lost or stolen Mobile Phone or SIM Card

(a) It's important that you notify us right away, so we can suspend your Service to keep someone else from using it. If the Mobile Phone or SIM Card is used after the loss or theft but before you report it, and you want a credit for any charges for that usage, we're happy to review your Account activity and any other information you'd like us to consider. Keep in mind that you may be held responsible for the charges if you delayed reporting the loss or theft without good reason.

(b) You are responsible for all lost or stolen of Mobile Phone and/or SIM Card.

6.3. Things we will do in the Mobile Phone

We may change the Mobile Phone's software, applications or programming remotely, without notice. This could affect your stored data, or how you've programmed or use the Mobile Phone.

6.4. Who owns the Sim Card?

(a) The Sim Card and all the Intellectual Property Rights, technology, software in the SIM Card, and documentation relating to it either belongs to us or it is the property of its applicable licensor. We merely grant you a revocable, conditional, non-exclusive, non-assignable, non-sub-licensable licence to use the SIM Card in accordance with this Consumer T&C.

(b) You agree to take reasonable care of the SIM Card, and agree that if you fail to do so you will be responsible for the cost of repair or replacement in the event it is damaged, lost, or stolen.

(c) You also agree not to interfere or impair the operation of the SIM Card and you will not in any event or circumstances duplicate the identity of the SIM Card including for the purpose of back-up.

(d) You should not use the SIM Card to access (and you may not be able to access) other services, such as hotspot or tethering without a tethering pass. If you are able to access such services, your use of such services shall be charged.

(e) We may request you to return the SIM Card to us upon Termination of the Service, or when we issue you with a replacement for faulty SIM Card. We will impose a fee if you do not return the SIM Card to us upon our request.

(f) We reserve the right to recall the SIM Card from you at any material time, without liability. We may also utilize any capacity in the SIM Card for administrative, network, business and/or commercial purposes.

6.5. The Mobile Number

The Mobile Number belongs to us and we reserve all rights attached to the Mobile Number. We have an absolute discretion to reject and reclaim the Mobile Number, at any material time, without liability, even if we do not provide you with reason. Subject to the mobile number portability obligations, we may change, alter the Mobile Number or any other name, code, or number associated with the Service for reasons beyond our control such as where requested to do so by the Appropriate Authority, or we reasonably believe that the alternation will enhance your use of the Service.

7. ABOUT THE EQUIPMENT, SIM CARD, SIM NUMBER AND THIRD PARTY EQUIPMENT

7.1. The Equipment

- (a) Equipment purchased from us - When you purchase the Equipment from us, you own the Equipment. You are, therefore, responsible for the Equipment when you receive the Equipment from us.
- (b) Equipment owned by us
 - (i) Equipment owned by us remains our property.
 - (ii) You are responsible for the Equipment when you receive it.
 - (iii) You must take reasonable care of the Equipment and agree that if you fail to do so you will be responsible for the cost of repair or replacement in the event it is damaged, lost, or stolen.
 - (iv) You must not mortgage, grant a charge, lien or encumbrance over the Equipment.
 - (v) Unless we both agree otherwise, you must allow our personnel (and only our personnel) to service, modify, repair or replace any the Equipment owned by us.
 - (vi) You must not alter or adapt the Equipment in any way, except as expressly authorized by us.
 - (vii) You must inform us immediately in the event the Equipment is malfunction, damage, lost or stolen.
 - (viii) Return the Equipment to us within seven (7) days upon Termination of the Service.
 - (ix) Return the Equipment to us immediately upon our request.
- (c) We may request you to return the SIM Card to us upon Termination of the Service, or when we issue you with a replacement. We will impose a fee if you do not return the SIM Card to us upon our request.
- (d) We reserve the right to charge a penalty amount for failure to return the Equipment to us within seven (7) days upon Termination of the Service or immediately upon our request or returning a faulty Equipment.

7.2. Third Party Equipment

We are not responsible for any Third Party Equipment you relied upon to access our Service. You must ensure that such Third Party Equipment conforms with the minimum standard requirements to enable you to access to our Service.

7.3. Things we will do in the Equipment

We may change the Equipment's software, applications or programming remotely, without notice. This could affect your stored data, or how you've programmed or use the Service.

8. YOUR ACCOUNT WITH US

- 8.1. You are solely responsible for maintaining your own Account with us. You are fully responsible for all activities that occur under your Account whether or not actually used by you or by the Other User. You must ensure that the Other User complies with the Agreement as if they were you.

9. USING THE SERVICE

- 9.1. When you use the Service, you must comply with the terms and conditions of the Agreement and the Law.
- 9.2. You must not use, attempt to use, the Service: -
 - (a) to send or receive elements or data of any kind that are contrary to the Law, which have a threatening, injurious, insulting character, offensive, abusive, offensive on moral, menacing, religious or political grounds, impair confidentiality obligations, breach of the PDPA, or violate any Intellectual Property Rights;
 - (b) breach our Company Policy;

- (c) to intentionally or negligently send any electronic and/or software element whatsoever via the Service that could cause harm of any kind to our Network, or other internet user;
- (d) gain unauthorised access to, or use of, our Network, computing environment, customers' computer or data, any Personal Data, or any other computing resource; and/or
- (e) to expose us to any liability or that will violate our rights and/or those of third party.

9.3. If you breach any of the above, we shall have the right to forthwith suspend the Service and/or Terminate the Service.

10. TOTAL CURRENT CHARGES

10.1. General

Upon submission of the Application, you may be required to pay certain Deposit. To calculate the Total Current Charges, we will look at billing information generated or received by us.

10.2. Paperless Billing

In an effort to promote environmental friendliness by going paperless, the bill will not be posted out in hard copies to your postal address. You accept that the presentation of the bill online through your Account or by email.

10.3. Multiple SIM Card

If multiple SIM Card are associated with your Account, you agree to pay the Total Current Charges incurred by you, regardless whether you or the Other User is using it.

10.4. Deposit

In the event you are required to pay a Deposit, such Deposit must be maintained during the Term. Without our prior written consent, the Deposit must not be deemed to be treated as payment of the Total Current Charges. In the event the Monthly Fee has increased, you must pay the additional sum as deposit to us (being the difference between the Monthly Fee and the increased Monthly Fee). In the event we deduct any outstanding Total Current Charges from the Deposit, you must furnish additional payment so as to ensure that the value of the Deposit remains the same throughout the Term. You agree that only we can apply such Deposit in any order to the amount owe to us in the Account and in such event you must pay the additional sum as Deposit to us. Subject to the compliance of the Agreement and upon termination of your Account, we will refund the Deposit within the timeframe determined by us.

10.5. Frequency of Payment

The Total Current Charges shall be payable on such frequency as may be specified in the Application Specific Terms, or the invoice provided always that the first bill for the payment of the Monthly Fee will be pro-rated according to our billing cycle. You must pay us promptly within the Payment Due Date.

10.6. Prompt Payment

You acknowledge and agree that your obligation to pay promptly the Total Current Charges due and payable to us shall not be waived, absolved or diminished by virtue of: -

- (a) if applicable, the non-receipt of any particular bill and it is your responsibility to request from us for a copy of the bill which you have not received for any given billing period;
- (b) your failure or neglect to check, enquire, understand and ascertain the nature of Service subscribed or used by you and the Total Current Charges associated with such Service;
- (c) none usage of the Service upon the Service Start Date;
- (d) suspension; and/or
- (e) Interruption.

10.7. No Deduction, Set-Off or Counterclaim

Any deduction, set-off or counterclaim is not allowed, save and except in accordance with Clause 9 where there is a dispute of amount and there is a finding by us that there is manifest error in the billing.

10.8. Failure to Pay within Payment Due Date

In the event you fail to pay within the Payment Due Date, we have an absolute discretion to: -

- (a) deduct such outstanding Total Current Charges due and payable to us from the Deposit in accordance with Clause 8.4,
- (b) suspend, and/or Terminate the Service,
- (c) engage a debt recovery agent to recover the money owe to us. If we engage such debt recovery agent, we may charge you a recovery fee including all costs and expenses incurred. We may also institute legal proceedings against you for the recover the outstanding Total Current Charges. If we institute legal proceedings, you are required to pay us all fees, costs and disbursements (including but not limited to legal fees on a solicitor and client basis and courts fees) incurred by us in connection with such collection by such legal action.

10.9. Promotion

We may offer you a Promotion from time to time (including a Promotion in relation to a particular Rate Plan). We may notify you of any Promotion offered to you either through general advertising or we will advise you separately in writing or in any other method. The terms of each Promotion will either be set out in the Specific Terms for the relevant Service, in advertising material, or you will be advised separately in writing or in any other method. A Promotion may be an offer to vary the price or the terms of and it may be subject to certain terms and conditions. If you accept a Promotion, the terms of the Promotion will prevail to the extent that the terms of the Promotion are inconsistent with the terms of the Agreement, otherwise, the terms and conditions of the Agreement shall continue to apply. After the Promotion expires, the Promotion will end and the full terms and conditions of the Agreement will apply again.

10.10. Use of Billing Agent

We may bill you using a billing agent which may or may not be our Affiliate.

10.11. No Defence

In the event we institute legal action against you, you will be liable to indemnify and pay all legal costs and disbursements on a solicitor and client basis. You agree that any dispute in relation to the quality of the Service shall not be used as a ground or basis for the delay or non-payment of the outstanding Total Current Charges payable pursuant to the Agreement.

11. DISPUTE ON INVOICE

- 11.1. For all disputes, whether pursued in court or with the relevant regulatory body, you must first give us an opportunity to resolve your claim by sending a written description of your claim addressed to us.
- 11.2. If you have a dispute on a billing statement, you must give us a notice within fourteen (14) days from the date of the billing statement specifying (a) the entry/amount in dispute, (b) the reasons why such entry and/or amount is disputed, and any written records or documentary evidence supporting the dispute.
- 11.3. You irrevocably agree that in the event you fail to give us any notice in writing disputing the bill within fourteen (14) days from the date of the billing statement, then you are deemed to have accepted the entries specified in the billing statement as correct and accurate and such billing statement shall be binding and conclusive evidence against you of the correctness and accuracy of the entries specified in the billing statement and the amount due and owing by you to us in a court of law, save for any manifest error.

- 11.4. Upon receipt of the written notice, we will use our reasonable endeavour to resolve the dispute. We may, as and when we deem fit, conduct any investigation regarding the disputed amount. The result of the findings is deemed to be final and conclusive and binding on you and shall not be questioned by you on any account.
- 11.5. If we find that you are required to pay the disputed Total Current Charges, you must pay the disputed Total Current Charges within fourteen (14) days from the date of our findings. If our finding shows that you are not required to pay such disputed Total Current Charges and in the event the payment is by direct debit, we will reverse any incorrect Total Current Charges that have been applied to your Account as soon as reasonably practicable once the complaint has been investigated and resolved.
- 11.6. Notwithstanding that you are not required to pay the amount in dispute pending resolution of dispute, you must still pay such portion of the bill that is not in dispute.

12. LATE PAYMENT CHARGES

- 12.1. We are entitled to charge and you must pay us late payment charges at the rate of 1.0% per month (before and after judgment) on all overdue Total Current Charges calculated on a daily basis, calculated from the day following the due date thereof to the date of actual payment of the full outstanding amount including accrued interest.

13. TAX

- 13.1. All sums payable under the Agreement is exclusive of service taxes, value added or withholding taxes, imposts, duties or charges (the payment of which is your obligation) and if there is a requirement to deduct from any payment under the Agreement any value added or withholding taxes, service taxes or imposts, duties or charges, then you must pay to us such additional sum so as to enable us to receive in full the payment that would otherwise have been payable by you to us.
- 13.2. The Customer shall bear all Government taxes, service tax, levies and other costs imposed by law in relation to the provision of the Service by Company. In particular, where Service Tax ("ST") is applicable to Company as the supplier under this Agreement, Company is entitled to charge the ST payable to the Government on the Service and/or any Company services or equipment supplied to the Customer.

14. OUR RIGHT TO SUSPEND THE SERVICE

- 14.1. We may suspend the Service at any time, if: -
 - (a) there is an emergency,
 - (b) problems are experienced interconnecting our Network with any supplier's Network,
 - (c) doing so is necessary to allow us or a supplier to repair, maintain or service any part of our Network or a supplier's network used to supply the Service,
 - (d) Interruption,
 - (e) you breach any of the terms and conditions of the Agreement, including our Company Policy,
 - (f) any amount owing to us in respect of the Service (which is not the subject of a valid dispute) is not paid within the Payment Due Date,
 - (g) when you hit the Credit Limit imposed by us,
 - (h) we reasonably believe there has been an Unusually High Use of the Service,
 - (i) we reasonably suspect fraud, and/or illegal activity by you or any other person in connection with the Service,
 - (j) we are required to suspend to comply with any Law, and/or any notice issued by the Appropriate Authority,

- (k) if you fail to cooperate with any investigation and/or enquiry conducted and/or carried by us, or the Appropriate Authority, in respect of any suspected violation or violation of any Law,
- (l) an event of Force Majeure,
- (m) you commit an act of bankruptcy or suffer the presentation of a petition for liquidation or winding-up as the case may be, and we reasonably believe we are unlikely to receive payment for amounts due, and/or
- (n) for any other reasons we deem fit.

14.2. In most circumstances, we will give you as much notice as we reasonably can before we suspend the Service. However, in some circumstances, for example, in an emergency or if we consider your use of the Service is unreasonable and in breach of our Agreement, we may suspend the Service without notice and without liability to you.

14.3. We will use our endeavour to resume the Service as soon as possible if suspension occurs for reasons set out in paragraphs (a), (b), (c) and (d) above. You shall remain liable to pay us the Total Current Charges during the period of Interruption.

14.4. Upon suspension arising from paragraphs (e), (f), and (g), we may at its absolute discretion, re-activate and re-connect the Service, provided that you rectify or remedy those default which result in the suspension of Service, pay a suspension fee at a rate to be determined by us, and all the outstanding Total Current Charges.

14.5. If we suspend the Service, we may later Terminate the Service for the same reason or a different reason.

15. ROAMING AND INTERNATIONAL CALLING

15.1. Roaming is available and may require an additional feature on your Account. Upon request, we reserve the right to determine whether or not you are eligible for Roaming service. If we offer you such Roaming service, we may offer such service with a Credit Limit in respect of the charges incurred in using the Roaming service or you may request for a higher Credit Limit and we may grant you such request subject to such terms and conditions we deem fit to impose. While Roaming, your data throughout may be reduced and your Service may be limited or terminated at any time without notice. We will not be liable for any loss and/or damage in the event you are not able to use our Service or such Service is limited while abroad in a foreign country. For further information, please refer to the Specific Terms relating to Roaming.

15.2. We will charge you for calls made to international destinations. For further information, relating to the rates made to a foreign country within Malaysia, please refer to the Specific Terms relating to international calling. You may also contact our Customer Service Support for further information.

16. DISCLAIMER OF WARRANTIES AND EXCLUSION OF LIABILITIES

16.1. WE DO NOT WARRANT OR GUARANTEE THAT THE SERVICE IS AVAILABLE AT YOUR LOCATION. ACTUAL SERVICE AREA, SPEED, COVERAGE AND QUALITY VARY AND IT DEPENDS ON A VARIETY OF FACTORS INCLUDING OUR NETWORK COVERAGE OR AVAILABILITY, NETWORK CAPACITY, OCCASSIONAL UPGRADES OR MODIFICATIONS, TERRAIN AND WEATHER. OUTAGES, INTERRUPTIONS, CONDITION OF THE EQUIPMENT, YOUR DEVICE AND THIRD PARTY EQUIPMENT CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. WE, THEREFORE, EXCLUDE LIABILITY IN THE EVENT THE SERVICE IS NOT AVAILABLE AT YOUR LOCATION.

16.2. THE EQUIPMENT IS MANUFACTURED AND SUPPLIED BY THIRD PARTY SUPPLIER AND IS SUPPLIED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTY BY US OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, AND TITLE. UNLESS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE SHALL PASS THROUGH TO YOU, TO THE EXTENT

AVAILABLE, ANY MANUFACTURERS' OR SUPPLIERS' WRITTEN WARRANTIES ASSOCIATED WITH SUCH EQUIPMENT.

- 16.3. WE DO NOT WARRANT THAT THE SERVICE AND/OR EQUIPMENT WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. WE SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR THE SERVICE REQUIRES MODIFICATION OR ALTERATION OF THE EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.
- 16.4. OUR SERVICE USES RADIO TRANSMISSION, SO UNFORTUNATELY YOU CAN'T GET SERVICE IF THE MOBILE PHONE IS NOT IN THE RANGE OF A TRANSMISSION SIGNAL COVERAGE MAPS PROVIDED ARE ONLY OUR ANTICIPATED WIRELESS COVERAGE ARE OUTDOORS; ACTUAL SERVICE AREA, COVERAGE AND QUALITY VARY AND IT DEPENDS ON A VARIETY OF FACTORS INCLUDING NETWORK CAPACITY, OCCASSIONAL UPGRADES OR MODIFICATIONS, TERRAIN AND WEATHER. OUTAGES AND INTERRUPTIONS IN SERVICE MAY OCCUR, AND SPEED OF SERVICE VARIES. OUR SERVICE IS THEREFORE PROVIDED ON AN 'AS IS' BASIS WITH ALL FAULTS.
- 16.5. WE EXCLUDE LIABILITIES FOR MATTERS ARISING UNDER CLAUSE 15
- 16.6. IF YOU DOWNLOAD OR USE APPLICATIONS, SERVICE OR SOFTWARE PROVIDED BY THIRD PARTIES (INCLUDING CHAT AND VOICE APPLICATIONS), OR OTHER CHAT OR CALLING FUNCTIONALITY, IT MAY WORK DIFFERENTLY FROM THE SERVICE OFFERED BY US, OR MAY NOT WORK AT ALL. PLEASE REVIEW ALL TERMS AND CONDITIONS OF SUCH THIRD PARTY PRODUCTS. WE ARE NOT RESPONSIBLE FOR ANY THIRD PARTY INFORMATION, CONTENT, APPLICATIONS OR SERVICE YOU ACCESS, DOWNLOAD OR USE ON THE MOBILE PHONE. WHERE APPLICABLE, YOU ARE RESPONSIBLE FOR MAINTAINING VIRUS AND OTHER INTERNET SECURITY PROTECTIONS WHEN ACCESSING THESE THIRD PARTY PRODUCTS OR SERVICES.

17. UNUSUALLY HIGH USE

- 17.1. We monitor our Network and traffic pattern. If we become aware of an Unusually High Use of the Service by you, for example, there is an unusually high volume of data being transmitted between networks in a very short period of time causing harm to our Network, damage, interferes or Interrupts the Service, or that of our supplier's network, or causing congestion to our Network, or if you suddenly make an unusually high volume of calls to international destinations using the Service, or for any other reasons whatsoever, we will take actions we deem necessary including but not limited to suspending your Service.

18. MOBILE NUMBER PORTABILITY

- 18.1. You may be able to take, or "port", your wireless phone number to another carrier. If you port a number from us, we'll treat it as though you asked us to Terminate the Service for that number. After the porting is completed, you won't be able to use our Service for that number, but you'll remain responsible for the Total Current Charges through the end of the billing cycle, just like any other termination. If you port a number to us, please be aware that we may not be able to provide our Service (or any portion of it) right away. If you wish to port our number to another carrier or port a number to us, you must adhere to the terms and conditions including the procedures and processes prevailing at the time of request as outlined by us in the Specific Terms.

19. CONCLUSIVE EVIDENCE

- 19.1. If you, and/or the Other User make any admission or acknowledgement in writing of the amount of indebtedness to us and any judgment recovered by us against you of such indebtedness shall be binding and conclusive in all courts of law in Malaysia and elsewhere.

19.2. You expressly and irrevocably agree that a certificate of indebtedness issued by our officer shall be conclusive and binding evidence as to the amount for the time being due and owing by you to us and it shall be conclusive evidence against you in any legal proceedings.

20. TERMINATION OF THE SERVICE

20.1. Your right to Terminate the Service

You may Terminate the Service at any time upon completion of the Minimum Subscription Period by giving us written notice. We will process your termination upon receiving your request. You should not use the SIM Card upon termination. If you are still able to access to the Service, your use of such Service shall be charged.

20.2. Our right to Terminate the Service

We may forthwith Terminate the Service at any time if: -

- (a) there is an emergency;
- (b) we reasonably suspect fraud and/or illegal activity by you or by the Other User in connection with the Service;
- (c) any amount owing to us in respect of the Service (which is not the subject of a valid dispute) is not paid by within the Payment Due Date;
- (d) you breach any terms or conditions of the Agreement and fail to rectify and remedy such breach within fourteen (14) days from the date of its receipt of a written notice requiring it so to do;
- (e) breach of our Company Policy;
- (f) change of Law;
- (g) an event of Force Majeure;
- (h) you commit an act of bankruptcy or suffer the presentation of a petition for liquidation or winding-up as the case may be;
- (i) you make any arrangement for the benefit of or enter into any arrangement or composition agreement with its creditors;
- (j) you permit or suffer any execution proceedings levied on any of its properties, premises, goods, fixtures, fittings, equipment, chattels and effects;
- (k) the Service is suspended under Clause 12 for more than fourteen (14) days;
- (l) if you die; or
- (m) for any reason we deem fit.

You may also contact our Customer Service Support for further information.

21. EFFECT OF TERMINATION

21.1. Upon the expiry or the Termination of Service: -

- (a) we will forthwith cease to supply the Service. You will not be able to use the Service after that;
- (b) if you are able to use the Service after the termination date, you will continue to be liable to pay all the Total Current Charges for that use;
- (c) you will forthwith pay all outstanding Total Current Charges to us; and/or
- (d) Termination of the Service will not relieve you from any claims that we may have against you under the Agreement before the Agreement is terminated

21.2. In the event there is any excess payment after deducting all outstanding Total Current Charges, the Deposit will be refunded to you within the timeframe determined by us. You must provide the necessary details to us for purposes of refund. Failure to provide us with the necessary details or other information

may have the inadvertent result of payment being made at a period beyond ninety (90) days and in such instance we shall not be held liable for any late payment of refund. In the event you have not received any refund from us within ninety (90) days from the date of Termination of Service, please inform us in writing right away. If you fail to provide the necessary details to us for purposes of refund, or you fail to give us such written notice within twelve (12) months from the date of Termination of Service for our inadvertent delay to refund you the excess amount, we shall then treat that you waive your right to make any claim against us for such excess amount and we will no longer be liable towards you for payment of refund. Any credit balance amounting to RM10.00 and below will not be refunded to you and we are allowed to absorb the said credit balance and treat it as administration fee for the Service provided to you.

- 21.3. Clauses 4, 6.4, 6.5, 10.3, 10.7, 10.8, 10.10, 10.11, 12, 13, 16, 18, 19, 20, and 21, and other clauses which by their nature survive expiration or termination shall survive the expiry or Termination of the Service.

22. GENERAL PROVISIONS

- 22.1. What happens if you become a small medium enterprise customer, large corporate customer, or a carrier service provider?
- (a) You represent that you are not a small medium enterprise customer, large corporate customer, or carriage service provider.
 - (b) If you become a small medium enterprise customer, large corporate customer, or carriage service provider at any point of time, you must forthwith Terminate the Service, or we may immediately Terminate the Service by giving you notice when we found out you become a small medium enterprise customer, large corporate customer, or carriage service provider.

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