

Acceptable Use Policy

20190123

1. Introduction

We want you to experience our Service at its optimal level in the best possible conditions, thus ensuring that our Service is of great value, fast and reliable as such, we create this Acceptable Use Policy (“AUP”) to govern your use when you access and/or use our Property to make sure that you do not use Property in a manner we consider ‘unreasonable’. You must, therefore, make sure that any access and/or use of our Property, by yourself or your Other User complies with this AUP.

All capitalized words not defined in this AUP will have the same meaning ascribed in Terms of Use. This AUP is incorporated and forms part of the Terms of Use.

2. Our Right to Make Changes

WE CAN CHANGE THE TERMS OF THE AUP AT ANY TIME WITHOUT NOTICE. AS SUCH, YOU SHOULD LOOK AT THE AUP REGULARLY. WHEN CHANGES ARE MADE, IT WILL BE EFFECTIVE IMMEDIATELY UPON POSTING ON THE PLATFORM. YOU UNDERSTAND AND AGREE THAT IF YOU CONTINUE TO MAINTAIN AN ACCOUNT WITH US AFTER THE DATE ON WHICH SUCH TERMS HAVE CHANGED, WE SHALL TREAT THAT YOU HAVE ACCEPTED THOSE CHANGES.

3. What You Must Not Do

(a) Do Not Use the Property Illegally

The Property can only be used for lawful purpose in accordance with the Law. You may not use the Property to make calls, send, receive, store, host, publish, distribute, transmit, post, upload or download any materials or data which: -

- violates the Law;
- is patently offensive to the online community, defamatory, offensive, abusive, indecent, obscene, threatening, bigotry, hatred or offensive to moral, menacing, religious or political, unwanted, racist, discriminatory, invasive of privacy or constitute harassment;
- is or may be harmful to children or under 18;
- is intended to solicit any personal information from anyone;
- constitutes or includes any promotion, sales or other commercial activity;
- promotes or encourages illegal or socially unacceptable or irresponsible behaviour;
- infringe our Intellectual Property Rights and/or our Affiliate’s Intellectual Property Rights;
- is in breach of any third party rights, including third party Intellectual Property Rights;
- has any fraudulent, dishonest, immoral, or improper purpose or effect, or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; and/or
- damages or may damage our name and/or reputation, or the name and/or reputation of our Affiliate, contractors, sub-contractors, suppliers, agents, and/or representatives.

(b) Do Not Violate Our or Anyone’s System or Network Security

VIOLATIONS OF SYSTEM OR NETWORK SECURITY ARE PROHIBITED, AND MAY RESULT IN CRIMINAL OR CIVIL LIABILITY. WE WILL INVESTIGATE INCIDENTS INVOLVING SUCH VIOLATIONS AND MAY INVOLVE AND WILL CO-OPERATE WITH LAW ENFORCEMENT IF A CRIMINAL VIOLATION IS SUSPECTED.

You must not access and/or use the Property to violate our or anyone's system or network security by any method including (the list is non-exhaustive):-

- unauthorised access to or use data, system or networks, including any attempt to probe, scan, test the vulnerability of a system or network security, or to breach security or authentication measures without our express authorisation or express authorisation of the owner of the system or network;
- unauthorised monitoring of data or traffic on any network or system without our express authorisation or the express authorization of the owner of the system or network; and/or
- unauthorised interference with any user, host, system or network without our express authorisation or the express authorisation of the owner of the system or network.

You must not access and/or use the Property to take or try to take any action that could: -

- receive, store distribute, transmit, post, upload or download any materials (including software) that are designed to violate our security or anyone's system or network security;
- damage, interfere with, weaken, destroy, disrupt, harm, violate, disable, overburden, overtake, compromise, hack into or adversely affect our or anyone's computer system, network or the internet access;
- transfer files that are, contain or are made up of viruses, worms, Trojans, distributed denial of service (DDoS), any back door or time bomb and/or other harmful programs or software designed to violate our security and/or that of others; and/or
- prevent, block or obstruct access to any program installed or data saved in any computer or damage or harm the operation of any such program or the reliability or accuracy of any such data.

In addition to the above, you must not: -

- connect our network to machines, equipment or services that do not have security protection or are able to be used by others to carry out actions or do things that are not allowed by this AUP;
- collect, take or harvest any information or data from the Property, our system or network or attempt to understanding any transmissions or signals to or from any our servers or systems running the Property;
- change, adapt, modify, decompile or reverse engineer any part of the Property;
- send or facilitate the sending of any unsolicited messages or advertisements;

(c) Use of the Service

We consider your use of the Service unreasonable or unacceptable in the examples of uses below. This is not intended to be an exhaustive list.

- If you are a personal subscriber using the Service in a way which could not be reasonably regarded as ordinary personal use, (i.e. for personal, domestic or household use only and not for commercial purposes).
- If you are a business subscriber, including a small and medium business subscriber to big corporation subscriber, using the Service in way which could not be reasonably regarded as ordinary business use.
- Abnormal or excessive use of data services via unconventional means, for example, streaming, downloading and/or uploading large volume of data using Virtual Private Network (VPN) services and proxy servers by means of any tunnelling protocols and encryption technique.

- SIM boxing or using the Service in connection with a device that switches or re-routes calls to or from our network to another carrier's network.
- Wholesaling any the Service or using the Service in connection with any device that switches or re-routes calls potentially keeping a line open for hours.
- Using the Service for connection between machine to machine or device to device which is not a sim card based smart phone, tablets or any other machine or device known now or in the future, where such usage is not within our contemplation.
- Inserting or using our SIM Card on a device or equipment other than those allowed by us or contemplated by us in the provision of the Service.
- Using the Service to wholesale supply of any service (including transit, refile or aggregate domestic or international traffic) on our network.
- Using the Service for the purposes of arbitrage.
- Using the Service in connection with a device that automatically dials numbers either from a list or are generated randomly.
- Using the Service to make or receive calls on our network for the purposes of resale, resupply or commercial exploitation.
- Using the Service for continuously call forwarding or multiple simultaneous calling.
- Using the Service for bulk messaging.
- Using the Service to send unsolicited or unwanted electronic messages, unsolicited bulk emails, "mailbombs", nuisance calls or advertising to individuals or businesses.
- Making any communication in any forms that may cause or considered as causing annoyance, inconvenience, distress, offence or anxiety (for example, hoax calls) to anyone.
- Making any communication in any forms that is likely to damage, harm, ruin or affect the enjoyment of any other person.
- Pretend or help others to pretend to be another person, impersonating another person or misrepresenting others, including but not limited to faking, forging or hiding email headers, subjects, sender names, sender addresses or caller ID details so that an email or call looks like it is not coming from you.
- making excessive use of, or placing unusual burdens on, our network and/or our supplier's network, for example by sending or receiving large volumes of email or excessively large email attachments.
- uploading and/or downloading of files containing very large amounts of data (e.g. Peer-to-Peer traffics like Bit Torrent or other similar file sharing applications when using the Service.
- Using the Service to access any other service which is not allowed by us. For example, using the Broadband Service to access to voice calls and/or text messages.

4. Usage Limitation On The Service

(a) Mobile Service

These are some of our limitation you should be aware of: -

- Peer-to-peer traffic: mobile internet data is capped at 64kbps.
- Video streaming will be auto-tuned to 480p wide screen (by third party streaming software).
- Our nex.life mobile service allows you to use voice and mobile internet data on your device. You may tether mobile internet data up to your data quota as provided in your chosen plan.
- Each voice call duration will last only to a maximum 30 minutes, after which it will be automatically disconnected.

(b) the Broadband Service

These are some of our limitation you should be aware of:-

- When you subscribe to the Broadband Service that has a cap on the amount of internet data each month ("Usage Cap"), your usage will not exceed the Usage Cap. If your usage hit the Usage Cap, your internet data will be reduced or throttled. Once your usage hit the Usage Cap, you have an option to purchase top-ups.

5. Your Responsibilities

You are fully responsible for the access and/or use of the Property. You accept that you are using the internet at your own risk and that you are responsible for:-

- (a) your use of the internet (including accessing any material or other content through the internet) and any websites or pages that you own, run or control through the Service; and
- (b) all materials and/or data on the devices that you use to connect with the Service.

You accept that the internet is never completely private or secure and any data or information that you send using the Service may be read or intercepted by others.

You must make sure that your computer systems or network and equipment have the appropriate security software installed so that it is appropriately protected against viruses, worms, Trojans and other risks and so that others cannot access them without your permission or interrupt your use of the Service. We recommend that you install appropriate security software on your computer systems, including using parental controls and up-to-date virus protection and firewalls.

6. Usage by Children Under the Age of 18, Employees and Anyone Without Your Knowing.

You're responsible for all use of the Service through your Account and for any breach of the AUP whether an unacceptable use occurs or is attempted, whether you knew or should have known about it, whether or not you carried out or attempted the unacceptable use alone, contributed to or acted with others or allowed any unacceptable use to occur by omission. You agree that we are not responsible for any of your activities in using the network. It's your responsibility to determine whether any of the content accessed via the Service is appropriate for children or anyone else in your household or office to view or use.

7. The Actions We Take

We are under no obligation to monitor your transmissions or any content you publish using the Property. However, we may from time to time monitor transmissions or published content to protect our network, our other subscribers and the general public as well as to ensure you are complying with the terms of the AUP.

First, you should be aware that we will block any electronic communication that we reasonably consider to have breached this AUP

Secondly, if you breach this AUP, or we or a third party, reasonably suspect that you may have breached this AUP, we may notify you (although we do not have any obligation to notify you and also we will only notify if it does not prejudice any investigation) and we may also:

- (a) throttle or reduce your internet data speed until such time as we deem fit;
- (b) immediately suspend your access to the Property until such time as we are satisfied the breach has stopped;
- (c) immediately terminate the Service;
- (d) notify and/or pass on the details of the breach of the AUP to the Appropriate Authority;
- (e) investigate the alleged breach of the AUP, which may include gathering information from you and/or the complaining party (if any) and the examination of any other data or material on our network or our servers; or
- (f) remove (either temporarily or permanently), copy, store, monitor or otherwise deal with any content, files, programs, data and/or other material on our network and/or our servers.

We will use your IP address, Personal Data and other account information in connection with any investigation carried out by us in accordance with this AUP, including by disclosing it to the Appropriate Authority or any third party that we consider has a legitimate interest in any such investigation or its outcome.

Please note that by throttling or reducing your internet data speed, we are not limiting your internet data usage. You will be able to continue enjoying your unlimited internet data as subscribed at a lower speed.

8. Report

To report any unlawful, fraudulent, criminal or otherwise illegal activities or unacceptable use of the Property, please send an email to

Name: Customer Service Support
Address: webe digital sdn bhd
159 Jalan Templer
46050 Petaling Jaya, Selangor, Malaysia
Email: helpme@nexlife.com.my

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