

TERMS AND CONDITIONS HOMELINE SERVICE (TELEPHONE)

1. The service

TM is a company which is involved, amongst others in the provision of telecommunications and multimedia products and services and is desirous at the request of the Customer to provide to the Customer, the Service (as hereinafter defined) on TM's network, which will allow the Customer access to Internet on the terms and conditions set forth herein, as may be amended from time to time by TM.

2. Definitions

"Customer Account" means a numbered account opened by a Customer with TM for the purpose of subscribing to the Telephone Service where all the details of Phone Line or Telephone Service subscribed by one or more Clients are entered under this account. Clients are required to refer to this account number when dealing with TM for any purpose.

"Monthly Charge" means the monthly rental and usage charges imposed by TM on the use of the Client's Phone Service and rates are fixed at TM's discretion from time to time.

"Customer" means an individual who has the legal capacity to enter into this Agreement and exceeds 18 years and above, the firm, the Company or the organization applying and TM giving the Telephone Service to him. These include executives, administrators, assigns, personal representatives and successors of the Customer and including Non-Malaysian Customers.

"Non-Malaysian Customers" means Customers who have no Malaysian citizenship status.

"Statement of Account" means any return or bill of Customer Account issued by TM to the Customer from time to time in connection with any claim for a Monthly Charge, the use or damage caused by the Customer under this Agreement.

"Telephone Service" means fixed line services and includes all or part of equipment, add-ons and plants by TM under this Agreement.

"Internal Wiring" means the wiring system installed at the customer's premises that starts from the connector and connects to the terminals of the block / socket. Any charges for internal wiring are the full responsibility of the customer and shall be paid to the contractor appointed by TM.

"Telephone Line" means including all or part of the wires, legal tools and plants held by TM under this Agreement supplied from TM's services to the Customer's premises, excluding the Internal Wiring.

"Activation Date" means the date on which the Service (hereinafter defined) and User Account (hereinafter defined) are activated for the Customer by TM as more particularly described in Clause 4.2 hereunder.

"Agreement" means the completed Application Form (and its attachment(s)) and the terms and conditions herein contained.

"Application Form" means the application form and/or any other form as may be prescribed by TM (whether in digital or physical format) to which these terms and conditions are referred to.

"Apparatus" means the telephone set provided by TM under this Agreement for the Telephone

Service.

"Customer" under this Agreement shall mean a natural person other than a minor including Non-Malaysian whose application to enter into this Agreement is accepted by TM and shall include his executors and administrator. For the avoidance of any doubt, Non-Malaysian referred to the Customer who does not hold the Malaysian citizenship.

"Commencement Notice" means the notice issued by TM to the Customer specifying the date of commencement of the Service. The Commencement Notice shall also contain the Customer's Internet Protocol (IP) address or login name and password, as the case may be.

"Leased Equipment" means the equipment which may include but not limited to the modem provided by TM on lease basis to enable usage of the Service by the Customer, including the Apparatus for the Telephone Service, as may be decided by TM from time to time at its sole discretion.

"Minimum Subscription Period" means the minimum period of twelve (12) months or 24 months for subscription of the Service by the Customer or such other minimum period for subscription of the Service as may be determined by TM from time to time, and as more particularly described in Clause 4 herein.

"Quarantine Period" means a period where the service number is blocked from re-registration in provisioning system.

"Registration Date" means the effective date of this Agreement which is the date upon which TM approves the Customer's application for the Service, as more particularly described in Clause 4 herein.

"Services" shall mean the Telephone Service to be provided by TM to the Customer as specified in the Application Form.

"Telephone Set" means the telephone set purchased by the Customer for the Telephone Service.

"TM" means TM Technology Services Sdn Bhd (Company No: 200201003726 (571389-H)), a company incorporated under the laws of Malaysia and having its registered address at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur.

"Credit Balance" refers to a certain amount of money owed to Customer by TM, if any, after all relevant outstanding amount have been settled by Customer in accordance with Clause 11.

3. Services
- 3.1 TM shall install the Telephone Service and (subject to the provisions of this Agreement) to maintain it in good standing, but TM shall not be liable for any loss suffered by the Customer due to any damage, on any or some telephone lines in the use of Telephone Services and / or Telephone Line.
- 3.2 Notwithstanding Clause 3.1 above, if the Customer chooses to Set Telephone, the Customer is solely responsible for the installation of the Telephone Set and maintenance and repair services.
- 3.3 If TM supplies the Telephone Set to the Customer, TM is solely responsible for the installation and maintenance of the Telephone Set.

3.4 The Customer shall be responsible for the safety and security of equipment and hardware provided by the Customer under this Agreement. The Customer also agrees and acknowledges that the Customer is solely responsible for actions, losses, defaults, failures and so forth in connection with any circumstances and the form of fraud relating to the equipment and equipment provided by the Customer under this Agreement. TM shall not be liable for any loss caused by any circumstances and the form of fraud on the equipment and the hardware provided by the Customer under this Agreement.

4. Agreement period

4.1 This Agreement shall be effective after execution of the Application Form by the Customer and upon the acceptance of the Application Form together with the required attachments hereunder and the registration thereof by TM ("**Registration Date**"). TM shall reserves the right to decline any application without assigning any reason thereto.

4.2 The Service and Minimum Subscription Period shall commence after the successful completion of the Service installation, whether by TM, its appointed contractor or the Customer himself (as applicable) and upon the date on which the Service is activated for the Customer by TM ("**Activation Date**").

4.3 The Customer shall subscribe to this Telephone Service for a minimum period of twelve (12) months from the date the Telephone Service is issued by TM ("Minimum Period") and thereafter the Service Phone shall automatically be extended until terminated by any party by give Fourteen (14) days written notice to the other party or be terminated in accordance with Clause 20. Full Monthly Charges are still applicable for any line connected or off before the billing cycle date.

4.4 If the Telephone Service is terminated by the Customer before the Minimum Period, the Customer will be liable to pay the Monthly Charge for the remainder of the period until the Minimum Period expires.

5. Minimum Subscription

5.1 The Customer shall subscribe to the Service for a period of not less than the Minimum Subscription Period of twelve (12) months from activation date xx, or in the event of any promotion held by TM for the Service, such other minimum subscription period as may be applicable to the relevant promotions as may be prescribed by TM from time to time.

5.2 This Agreement shall remain in full force and effective for the duration of the Minimum Subscription Period and upon expiry of the Minimum Subscription Period, this Agreement will automatically be renewed on a monthly basis unless earlier terminated by either Party hereto in accordance with the provisions of this Agreement.

6. Application for the Service

6.1 The Customer may apply for the Service using biometric card reader or physical form.

6.2 Upon submission of the Application Form, the Customer shall ensure that all information (and documents) submitted to TM for the purpose of subscribing to the Service (including information requested to be submitted with the Customer's Application Form or information upon TM's request) are accurate, true and current. The Customer undertakes to inform TM of any change of the Customer's information provided earlier to TM within fourteen (14) days of such changes. Failure

by the Customer to notify TM of such changes shall be a waiver of the Customer's right including the right to be notified under this Agreement as the case may be.

6.3 Where applicable, the Customer is required to submit to TM the following supporting documents together with the Customer's completed Application Form:

- a) For Malaysian:
 - (i) Individual - a copy of the individual's identity card (both sides);
- b) For Non-Malaysian:
 - (i) Individual - a copy of the Customer's passport.

7. Deposit

7.1 The Customer may be required to deposit an initial sum ("**Initial Deposit**") to TM when TM deemed fit and necessary.

7.2 The value of the Initial Deposit shall be maintained for the duration of the term of subscription of the Service.

7.3 The Initial Deposit shall not be treated as a payment to set off any outstanding payment by the Customer save and except for successful termination of the relevant Services.

7.4 In order to subscribe and establish connection to the Service, the Customer may use the Leased Equipment provided by TM or his own equipment to be connected to the Customer's telephone line to enable usage of the Service.

7.5 Multiple subscription rules:

- (i) Maximum Telephone Service subscription per customer is 9.
- (ii) Maximum customer per installed address is 2.
- (iii) Maximum Telephone Service per installed address per customer is 3.

Any requirement for the Customer's subscription in excess of the aforesaid number of subscription shall be subject to TM's approval at its absolute discretion.

7.6 TM shall be entitled, at its absolute discretion, to reject or suspend the Customer's application or Registration or installation of the Service (a) if the Customer is blacklisted in TM's system and record due to outstanding or non-payment of subscription fee or charges for any of TM's or its affiliates' services and subscribed by the Customer; or (b) subscription by the Customer of any of TM's or its affiliates' services is suspended or terminated for any reason attributable to the Customer's default; or (c) if the Customer has criminal record or attempt to defraud TM; or (d) TM is of the reasonable opinion that Customer will use the Service for any illegal activities; or (e) upon Customer's credit or other worthiness check, TM is of the reasonable opinion that the Customer may not likely be able to perform its obligations under the terms herein. Subject however that in case of the matter falling under Clause 7 above, TM may, at its absolute discretion, consider Customer's application when all outstanding payment due to TM or its affiliates has been fully paid.

7.8 Advance Payment

Telephone Service application made without the verification of MyKad Reader, customer may be subjected to an upfront payment of RM100.00 (Malaysian Citizen) and RM 500.00 (non-citizen or

a permanent resident of Malaysia). The upfront payment is payable within ten (10) days, effective from the date of Service Activation, failing which the account will be suspended. The amount will be credited into the customer's account and reflected in the customer's bill. TM reserves the right to terminate the account in the event no advance payment is received within thirty (30) days from the date of Service Activation. Upon termination, any partial payment received shall be deducted as part payment for liquidated damages and will be reflected in the service bill.

8. Service Availability

- 8.1 Upon receipt by TM of all the supporting documents specified in Clause 6 hereof, TM shall register the Customer's application verify and confirm availability of the Service at the Customer's designated address as stated in the Customer's Application Form ("**Designated Address**").
- 8.2 In the event that the Service is not available in the Designated Address, TM may inform the Customer and the Customer's application will be kept in TM's record as a waiter pending availability of the Service at the Designated Address. Where the Customer's application is recorded as a waiter, TM makes no guarantee or warranty to the Customer that the Service will become available at the Designated Address, and TM shall not be held liable or responsible in the event that TM are unable to provide such Customer with or facilitate availability of the Service at the Designated Address.
- 8.3 In the event that the Service is available at the Designated Address, TM shall forthwith fix an appointment for and carry out the installation of the Service for the Customer in accordance with the provisions of Clause 9 hereof, unless specified otherwise For avoidance of doubt, TM shall not be responsible or liable for any problem arising between the Customer and TM in its capacity.
- 8.4 Notwithstanding anything to the contrary in this agreement, the offering of the Phone attached to any voice discount packages on stock availability. TM reserves the right to change or withdraw the Phone without prior notice.

9. Installation & Account Activation

- 9.1 Unless otherwise arranged or provided to the Customer, TM and/or its appointed contractor shall fix an appointment date with the Customer for installation of the Service at the Designated Address by TM and/or its appointed contractor, subject to the Customer confirming the readiness and availability of all the following basic service and equipment required for the Service:
 - i. Internal wiring.
 - ii. Approval in writing of the developer or building management corporation or the building owner, in the event that the Customer's premise is located at the high rise building that need the said approval for the installation of the Service; and
 - iii. Any other requirement as TM may notify to the Customer from time to time.
- 9.2 Upon TM's satisfaction that the Customer is ready with all the basic service and equipment required for the Service as specified in Clause 9.1 above, TM and/or its appointed contractor shall confirm the appointment date and TM and/or its appointed contractor shall carry out the installation of the Service at the Designated Address within twenty four (24) hours from TM's confirmation thereof, at such time as may be agreed by the Parties.

9.3 In the event that the Customer is not ready with the basic equipment as required in Clause 9.1 above, TM may at its sole discretion allow the Customer to defer the installation date for a period of fourteen (14) days. If after such fourteen (14) days period, the Customer is still not ready with the basic equipment, TM may in its absolute discretion cancel the Customer's registration for the Service, unless the Customer submits a request in writing to TM within the said fourteen (14) day time frame to further defer the installation date for the Service and TM approves the same. Any such cancellation of the Service shall be at the Customer's own cost. The Customer may reapply for the Service subject to availability of the Service at the relevant point in time.

10. Fees

10.1 The fees for the Service shall be at the applicable rate indicated in the Application Form or such rates as may be prescribed and informed to the Customer by TM from time to time.

10.2 The Fees shall be continuously chargeable and payable by the Customer upon connectivity of the phone service to the Customer's Equipment regardless of the usage.

10.3 Save and except as otherwise provided in this Agreement, payment of the fees for the Service shall be payable in advance from the Activation Date. The Customer shall be liable for and shall promptly pay to TM, within the time period specified in TM's bill for the Service, all charges, fees, rentals, costs or other amounts whatsoever as shown in TM's bill, notwithstanding that the Customer may dispute the same for any reason(s) whatsoever.

10.4 In the event of suspension or termination of the User Account at any time during the Minimum Subscription Period, except where such termination arises from TM's breach or fault or an event of Force Majeure, then the Customer shall be liable to pay to TM all fees for the Service outstanding to TM including the administration charges or any other amount as imposed by TM from time to time.

10.5 The following are the applicable charges applicable to Customer (not limited to these items only):

a) One time charge:

I. Deposit = RM75 for Malaysian, RM1075 for non-Malaysian.

II. Stamp duty = RM10 (Charge to TM Bill).

III. Activation fee = RM50 (Charge to TM Bill).

IV. Installation fee = RM30 (Cash payment directly to TM Contractor).

V. New internal wiring fee = RM20 for the first 20 m of internal wiring. Every additional 1m is charged RM5. (Cash payment directly to TM Contractor during successful installation).

VI. Internal wiring fee when relocation of service = RM20 for the first 20 m of internal wiring. Every additional 1m is charged RM5. Cash payment directly to TM Contractor during successful installation).

VII. Service reconnection fee = RM10 (Charge to TM Bill).

b) Monthly charge

I. Service usage charges

II. Telephone line rental = RM25.

III. Voice plan package (if applicable).

IV. Enhance facilities & Values Added Services (if applicable).

11. Payment, Billing and Credit Limit

11.1 In the event the amount stated in TM's bill or any part thereof remains unpaid after the due date, TM reserves the right to charge the Customer interest on the sum that remains unpaid as aforesaid at the rate of 1.5% per month to be calculated from the due date to the date of full payment.

11.2 The billing date will commence from the Activation Date.

11.3 TM will issue the bill in any form that is suitable (physical bill or online bill) on monthly basis and the Customer is obligated to do reasonable inquiry in the event that he has not received the bill within the expected period. The Customer hereby acknowledges that non-receipt of any statement of account, bill, statement or any correspondence in relation to the Service subscribed shall not be a valid reason for the Customer to withhold or delay any outstanding payments to TM for the Service.

11.4 TM shall investigate any billing dispute by Customer if written submission of any dispute is made by Customer to TM within thirty (30) days from the date of a bill. Determination by TM of any billing dispute upon any reasonable investigation made and on the basis of reasonably sufficient supporting documents shall be final and conclusive upon the Customer.

11.5 Customer acknowledges and agrees that in the event Customer made any over payment of any account for any services rendered by TM to Customer, TM reserve the right to use/offset such over payment amount so paid by Customer from time to time including any deposit paid, any proceeds when any bank guarantee is being called upon, or from any other payments paid by Customer, to clear any undisputed outstanding fee or charges for Customer's subscription of broadband Service or for undisputed outstanding fee or charges under any other account for other services subscribed by Customer with TM (registered under Customer's name with similar Identification Card Number or Passport Number). In the event where there is no outstanding amount under any account, TM shall refund any Credit Balance to Customer for Customer's terminated account(s) subject to Clause 11.6 below. For Customer's non-terminated accounts, the said Credit Balance shall be credited to the accounts for next TM's bill.

11.6 Customer hereby acknowledges and agrees that, any Credit Balance amounting to RM10 and below in any Customer's terminated account(s) will not be refunded to Customer and TM shall be allowed to absorb the said Credit Balance as administration fees for the Service and/or other services provided or may be provided by TM

11.7 Customer agrees that TM at its discretion implement credit limit to Customer's usage of the Service as per the prevailing credit limit (if any) shall be specified in the Bill depending on Customer's Service subscription. Subject to prior notice to the Customer via written notice or

email or notification via TM's website, Customer acknowledges that TM may suspend the Customer's usage of the Service once the credit usage has reached or exceeds its limit as per TM's record. Customer further acknowledge and understand that suspension of the Service may not be immediate or on real time basis even if the charges incurred for your usage exceeds your credit limit. The Customer further understands that the credit limit as may be imposed by TM may vary with each customer. The prevailing credit limit (if any) shall be specified in the Bill. Customer must promptly pay for the service (s) and other usage charges including any amount in excess of the credit limit amount.

- 11.8 TM shall not in any way be responsible in ensuring that Customer's usage of the Service will not be exceeds the credit limit.
- 11.9 Notwithstanding the implementation of a credit limit, the Customer acknowledges that TM may, at its absolute discretion suspend the availability of or terminate the Service in the event of (i) failure by the Customer to pay any outstanding sum for the Service as and when it falls due or has reached or exceeded its credit limit, or (ii) for failure by the Customer to pay any outstanding amount of subscription fee or charges for any of TM's or its affiliates' other services and subscribed by the Customer.
- 11.10 Customer acknowledges and agrees that in the event Customer made any over payment of any account for any services rendered by TM to Customer, TM reserve the right to use/offset any over payment amount so paid by Customer from time to time including any deposit paid, any proceeds when any bank guarantee is being called upon or, from any other payments paid by Customer, to clear any undisputed outstanding fee or charges for Customer's subscription of Service or for undisputed outstanding fee or charges under any other account for other service subscribed by Customer with TM (registered under Customer's name with similar Company Number or Business Registration Number). In the event where there is no outstanding amount under any account, TM shall refund any over payment made to Customer.
- 11.11 TM reserves the absolute right to impose payment or requirement of deposit by way of cash or bank guarantee or such other form as may be acceptable to TM. Customer agrees that deposit may be forfeited or set off or call upon by TM against any fees and other charges outstanding from Customer in the event of termination or suspension of the Service due to breach by Customer of the terms and conditions herein or for the purpose of set off for any undisputed outstanding fee or charges under any other account for other service subscribed by Customer with TM.
- 11.12 TM may at any time and for a period to be solely determined by TM, offer any rewards, discounts or other benefits to the Customer for the subscription of the Service / Value Added Service / Add-Ons / Sales Campaign. Further TM has the right to discontinue or change the Benefits or replace the terms of such Benefits at any time without prior notice.

12. Alteration/Modification

Any alteration/modification/restoration/investigation to the Service or Service configuration, and/or relocation of the Service based on the Customer's request is chargeable to the Customer at a rate as specified in the Application Form or any other rate as may be specified by TM from time to time.

13. Change of Voice Package Plan

- 13.1 The Customer is allowed to apply and/or change Voice Package Plan, subject to individual Voice Package Plan's specific Terms and Conditions, if any.

13.2 Any request by the Customer for application for new and/or change of Voice Package Plan shall be according to the Voice Package Plan method of application/changes. For any allowable applications, installation, activation and any other applicable fees will be charged to the Customer at a rate specified by TM from time to time.

14. Customer's Responsibilities

14.1 The Customer shall:

- a) be responsible for the set-up or configuration of his own equipment for access to the Service;
- b) ensure his readiness for installation of the Service on the appointment date in accordance with Clause 9 hereof;
- c) comply with all notices or instructions given by TM from time to time in respect of the use of the Service;
- d) be solely responsible for obtaining, at his own cost, all licenses, permits, consents, approvals, and intellectual property or other rights as may be required for using the Service;
- e) comply with the rules of any network to which the Customer has access through the Service;
- f) comply with and not contravene any and all applicable laws and regulations of Malaysia, whether relating to the Service or otherwise including but not limited to the Communication and Multimedia Act, 1998;
- g) be solely responsible for all information retrieved, stored and transmitted by the Customer through the use of the Service;
- h) obtain TM's prior approval before making any changes to the network configuration and interconnecting the private network to any public network;
- i) be responsible for ensuring that the Customer's personal computer is equipped with network card;
- j) provide basic infrastructure for installation of the Leased Equipment including but not limited to internal wiring and in the event that the Customer is not leasing the Leased Equipment from TM, the Customer shall be responsible for purchasing the equipment at his own cost to enable connectivity of the Service;
- k) pay and settle all fees and any other charges due to TM in accordance with this Agreement;
- l) abide and adhere to the terms and conditions of this Agreement; and
- m) be responsible to maintain in good condition any Leased Equipment by TM. In the event any of the Leased Equipment is faulty, lost or damaged due to any fault or negligence of the Customer, the Customer will have to bear the cost of the Leased Equipment according to its depreciated value that shall be determined by TM.

15. Use of Telephone Service

15.1 Except with written consent or consent, whether special or general, from TM, no correspondence not connected with the affairs of the Customer or affairs of the Customer may be sent through the Telephone Service.

15.2 The Customer shall not use the Telephone Service or permit any person to use it:

- a) to communicate any dissent, obscene or abusive messenger or communication, whether directed to a telephony or to another person; or
- b) to make repeated calls to a telephony or to another person without reasonable grounds or intended to annoy him, cause his anxiety or cause hardship to him; or
- c) contrary to or in violation of any instructions given by TM from time to time for the safety of the Customer and the interests of the Phone Service as a whole;
- d) For any act that may be interpreted as abuse.
- e) TM may decide any message or communication specified in subparagraphs 15.2 (a) and (b) above, and shall not be liable to return any sum paid to him.
- f) If the Customer fails to satisfy TM that the Phone Service is not used in a manner that contravenes the provisions under this clause, the Telephone Service may at any time with TM's discretion, terminate either for good or until a satisfactory guarantee of its proper use has been given by the Customer.

15.3 All number assign to the Telephony Service shall be subject to TM's precondition as follows;

- a) Some other TM services are offered together with its own telephony number.
- b) Customer has the option to either retain or terminate the Telephony Service number upon any service upgrade (eg upgrade to Unifi).
- c) Any Customer that wish to keep the Service number will be subject to Telephone Line Rental in addition to any applicable charges for the Service.
- d) TM shall have no duty to recover or maintain any Service number that has been terminated for whatsoever reason.

16. Prohibited Use

16.1 The Customer shall:

- a) not use the Service for any unlawful purpose including without limitation for any criminal purposes;
- b) not use the Service to send unsolicited electronic messages or any message which is obscene, threatening or offensive on moral, religious, racial or political grounds to any person including a company or a corporation;
- c) not compromise or infect any systems with computer viruses or otherwise;

- d) not infringe any intellectual property rights of TM, its related companies and subsidiaries or any third party;
- e) not gain unauthorized access to any computer system connected to the Internet or any information regarded as private by any person including a company or corporation;
- f) not share the Service with any person including a company or corporation without the prior written approval of TM and shall use the Service only for the purpose for which it is subscribed;
- g) not resell or sublet the Service to any third parties without prior written consent from TM;
- h) not use the Service in any manner, which in the opinion of TM may adversely affect the use of the Service by other Customers or efficiency or security as a whole.

17. Security and Other Features

- 17.1 The Customer shall take all such measures as may be necessary to protect his own system and network.
- 17.2 The Customer shall be responsible for maintaining the confidentiality of his user identification. Where user identification is necessary to access the Service, the Customer shall use only his user identification.
- 17.3 The Customer shall report to TM within twenty four (24) hours if the User Account, user identification or password, if any, is stolen or lost.
- 17.4 Until such report has been made, the Customer shall be responsible for all transactions and access to the Service using the User Account, user identification or password by any third party and TM shall not be held responsible for any prohibited and/or unauthorized use of the Service as provided in this Agreement.

18. Leased Equipment

- 18.1 In connection with any Leased Equipment that may be provided by TM for use of the Service the Customer shall:
 - (a) take appropriate measures to safeguard the Leased Equipment;
 - (b) properly maintain and keep the Leased Equipment at a safe place;
 - (c) adhere to all instructions and notice (written or otherwise) given by TM from time to time regarding the use of such Leased Equipment;
 - (d) be responsible for all costs of repairs incurred in relation to the Leased Equipment in the event it is proven that any fault in such Leased Equipment whether by act or omission is caused by the Customer;
 - (e) return and surrender the Leased Equipment to TM in the same condition as and when it was first provided to the Customer, normal wear and tear excepted, upon termination of the Service;
 - (f) be liable to pay TM for any Leased Equipment which the Customer fails to return or surrender to TM upon termination of the Service;

- (g) not hold TM liable in the event that the Customer's own equipment and/or other devices is damage due to including but not limited to floods, fire and lightning strike whilst using the Leased Equipment; and
- (h) not hold TM liable or responsible in the event that TM are unable to replace or change the Leased Equipment to a similar model or type as the Customer's existing Leased Equipment and TM reserves the right to replace the Leased Equipment to any model or type available at the relevant time, at TM's sole discretion.
- (i) In the event of any interruption, loss or unavailability of the Service and/or any technical faults encountered with the Leased Equipment, the Customer may request for technical support and basic troubleshooting of the same from TM. Upon visiting the Customer's premises, if TM and/or its appointed contractor determines that such interruption, loss or unavailability of the Service is not attributable to or caused by any fault in the Leased Equipment or TM's network, then TM reserves the right to impose charges at the rate as specified in the Application Form or any other rate as may be prescribed by TM from time to time for the visit to the Customer's premises.

19. Customer's Equipment Installation, Security & Maintenance

- 19.1 The Customer shall prepare all applicable Customer's equipment at the Designated Address in accordance with Clause 9 herein and/or any other specifications TM may provide to the Customer in relation to the Service. The Customer shall further ensure that the said Customer's equipment are in good condition and has proper set-up for purposes of installation of additional configuration and installation of software to the said Customer's equipment by TM.
- 19.2 The installation of the configuration and software for the Customer's equipment can be conducted by the Customer themselves as per TM's guidelines. The Customer acknowledges that such installation shall be at the Customer's own risk.
- 19.3 In the event that the Customer's premise is located at the high rise building that need the approval of the developer or the building management corporation or the building owner for the installation of the Service, as the case may be, the Customer shall ensure that he has obtained such consent to enable TM and/or its appointed contractor to do the installation without any disruption.
- 19.4 TM shall not be liable in any way whatsoever for any loss or damage to any property or injury to any person howsoever caused, whether negligent or otherwise arising out of any installation and/or configuration where such task is conducted by the Customer.
- 19.5 TM and/or its appointed contractor shall not be liable or responsible for any technical problem, loss, interruption or unavailability of the Service, or other loss or damage suffered by the Customer which arises from or is caused by the Customer's equipment, whether connected to TM's equipment or otherwise.
- 19.6 In the event the Customer requests for TM's appointed contractor to conduct further technical investigation for the purpose of identifying and/or rectifying any problem arising from the Customer's equipment and TM's appointed contractor agrees to render such assistance, TM will not be involved or responsible for any fees or charges for such additional support services which TM's appointed contractor may impose on the Customer. TM shall not be liable or responsible for any loss or damage suffered by the Customer howsoever caused, whether negligent or otherwise

arising out of the provision of additional support services to the Customer and/or in relation to the Customer's equipment by any appointed contractor.

- 19.7 The Customer shall be solely responsible for the safety and security of the Customer's equipment. The Customer shall take all the necessary and proper steps to prevent and avoid any abuse, misuse or exploitation of the Customer's equipment during the continuance of the Services. The Customer further agrees to take the necessary and proper steps as may or may not be recommended by TM to ensure security of the Customer's equipment. The necessary and proper steps may include, but not limited to conduct regular maintenance of security of the Customer's equipment.
- 19.8 The Customer hereby agrees to accept responsibility for all activities that run through the Customer's equipment whether or not authorized by the Customer. Notwithstanding to the contrary, in the event TM discovers or has reasonable suspicion of any irregular and/or fraudulent activity being conducted through the Customer's equipment, TM reserves the right to refuse service, terminate and/or suspend the Service in its sole discretion without prior notice.

20. Lawful Purpose

The Customer shall only use the Service for lawful purposes. Transmission of any material in violation of any international, federal, state or local laws or regulations is prohibited. These include, but shall not be limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. These also include links or any connection to such materials.

21. Suspension of Service

- 21.1 Without prejudice to any other rights or remedies and notwithstanding any waiver by TM of any previous breach by the Customer, TM may suspend the Service for a period determined by TM in its sole discretion in the event that: (a) any fee and/or payment due hereunder for the Service provided is not settled in full on due payment date; (b) in the event the Customer fails to comply with the terms of this Agreement; (c) any scheduled or unscheduled outages occur which cause interruption to the Service, including but not limited to maintenance of TM's equipment or systems.
- 21.2 In the event of any suspension of the Service by TM in accordance with Clause 18.1(a) and Clause 18.1(b) hereof, TM may if it deems appropriate at its sole discretion and upon such terms, as it deems proper reconnect the Service, in which event the Service and this Agreement shall continue in effect as if the Service had not been suspended. TM shall have the right to impose on the Customer a reconnection fee at a rate as specified by TM from time to time.
- 21.3 For the avoidance of doubt, the abovementioned suspension exercise shall not prejudice the right of TM to continuously bill the Customer for the subscription fees and/or recover all other charges, costs, and interests due and any other incidental charges incurred during the period of suspension. In the event of non-payment by the Customer and subsequent suspension of the Customer's Service by TM, the Customer will still be liable to pay the fees for the Service during the period of suspension. Further where the Customer defaults in payment, TM may at its discretion charge the Customer a reconnection fee for the Service at the rate stated in the Application Form or any other rate as may be prescribed by TM from time to time.

22. Termination

- 22.1 Without prejudice to any other rights or remedies of the parties under this Agreement or at law, either party may terminate this Agreement, in the event:
- a) the other breaches any term, condition, undertaking or warranty under this Agreement and such breach shall remain un remedied for a period of thirty (30) days after receipt of the written request to remedy the same;
 - b) the other becomes bankrupt or enters into any composition or arrangement with or for the benefit of creditors or either party or allow any judgment against either party to remain unsatisfied for the period of twenty-one (21) days; or,
 - c) any event of Force Majeure occurs as specified in Clause 31 hereof, which continues for a period of more than sixty (60) days.
- 22.2 Without prejudice to any other rights or remedies of TM under this Agreement or at law, TM may terminate this Agreement by giving the Customer fourteen (14) days' notice, in writing, if the Customer:
- a) fails to comply with TM's policy(ies) and/or instruction(s) communicated to the Customer, in writing; or
 - b) is in breach of any provision under Communication and Multimedia Act, 1998 or any other rules, regulations, by-laws, acts, ordinances or any amendments to the above.
 - c) where TM is of the view that the provisioning of the Homeline Service (telephone) is no longer viable to TM
- 22.3 Notwithstanding the above, TM may terminate the Service under this Agreement immediately, without penalty, if:
- a) the Customer fails to make payment of fees, Charges and/or any sum due to TM within the stipulated time. Notwithstanding the termination by TM, the Customer shall remain liable for all fees due and owing to TM during the Minimum Subscription Period;
 - b) the Customer fails to comply with the terms of this Agreement, and TM, in its sole discretion is of the opinion that such breach shall not be tolerated and shall not fall under provision of Clause 21.1 above; and/or,
 - c) the Customer provided false or incomplete information to TM.
- 22.4 Such termination, as hereinbefore mentioned in Clauses 22.2 and 22.3, shall not prejudice the right of TM to recover all charges, costs, and interests due and any other incidental damages incurred thereto.
- 22.5 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Cancellation or unilateral termination by Customer for any reason whatsoever shall only be done by Customer in person at any TMpoint outlet. In the event that the Customer wish to terminate their current services, TM will not guarantee that any prior service will be provided in terms of numbers or service availability.
- 22.6 Upon termination of the Service or the Agreement, all monies owing by the Customer to TM shall immediately become due and payable and the Customer shall upon demand by TM settle all amounts within the time stipulated by such demand. The Customer shall forthwith return the

Leased Equipment (if any) to TM in a good condition (fair wear and tear excepted).

22.7 Subject to Clause 22 aforementioned, any termination (based on service number) shall be subject to sixty (60) days Quarantine Period from date of termination.

22.8 Any fee and/or charge paid by the Customer to TM pursuant to this Agreement shall not be refundable upon termination of the Service by the Customer.

22.9 TM shall not be liable to the Customer for any claim for damages or costs of any nature whatsoever arising out of discontinuance of the Service or termination or expiration of this Agreement in accordance with its term including but not limited to any claim for loss of profits or prospective profits or for anticipated loss.

23. Disclaimer

23.1 The Service is provided on an **"as is"** basis. TM makes no warranty of any kind, either expressed or implied, and expressly disclaims all implied warranties, including, but not limited to warranties of accuracy of the Service and/or the Leased Equipment for a particular purpose of the Customer.

23.2 TM shall not be liable to the Customer for any direct and incidental loss, cost, claim, liability, expenses, demands or damages whatsoever (including any loss of profits, loss of savings or incidental or consequential damages), arising out of the Customer's failure or inability to use such Leased Equipment provided by TM hereunder. TM's liability (if any) is limited to restore and if necessary to replace the Leased Equipment if TM decides that the Leased Equipment is not in working conditions or faulty not due to the Customer's act or omission.

23.3 TM shall not be liable in the event that the Customer's own equipment and/or other devices is damage due to Force Majeure Event including but not limited to floods, fire and lightning strike while using the Service. TM's liability (if any) during installation and/or restoration of any reported faulty of the Leased Equipment shall not cover the wiring or cabling connecting the Leased Equipment or the Customer's equipment and the building management corporation or the building owner power house.

23.4 TM shall not be liable to the Customer for any loss or any damages sustained by reason of any disclosure, inadvertent or otherwise in any information concerning the User Account particulars.

23.5 While every care is taken by TM in the provision of the Service, TM shall not be liable for any loss of information howsoever caused whether as a result of any interruption, suspension, or termination of the Service or otherwise, or for the contents accuracy or quality of information available, received or transmitted through the Service.

23.6 The Customer shall be solely responsible, and TM shall not be liable in any manner whatsoever, for ensuring that in using the Service all applicable laws, rules and regulations for the use of any telecommunications systems, service or equipment shall be at all times complied with.

23.7 The Customer is not entitled to make any claim against TM for any damages or accidents caused to the Customer by a high capacity electrical current (which is not produced at TM's premises) brought to the Customer's Premises through the Internet Medium of Access. However, TM will take all reasonable measures to avoid damages and accidents arising from this Clause.

24. Indemnity

24.1 The Customer undertakes and agrees to indemnify, save and hold harmless TM at all times against all actions, claims, proceedings, costs, losses and damages whatsoever including but not limited to libel, slander or infringement of copyright or other intellectual property rights or death, bodily injury or property damage howsoever arising which TM may sustain, incur or pay, or as the case may be, which may be brought or established against TM by any person including a company or corporation whomsoever arising out of or in connection with or by reason of the operation, provision or use of the Service and/or safety and security of Customer's equipment under and pursuant to this Agreement and which are attributable to the act, omission or neglect of the Customer, his servants or agents.

24.2 TM shall use its best endeavors to ensure the continuity and efficiency of the Service at all times but shall not be liable for any loss, damage, consequential or otherwise, arising out of any failure of the Service caused unless such default, error, omission or loss is due to the willful neglect or fault of TM. Notwithstanding the aforementioned, the extent of TM's liability shall be limited to correcting the failure of the Service only.

25. Confidential Information

Save and except with the prior written consent of the other Party, either Party shall not at any time communicate to any person any confidential information disclosed to him for the purpose of the provision of the Service or discovered by him in the course of the provision and performance of the Service. For the avoidance of doubt, TM may disclose any confidential information in regards to this Agreement to Telekom Malaysia Berhad and its affiliates in its ordinary course of business and/or on need to know basis as the case may be.

26. Compliance with applicable laws

The Customer shall comply with and not to contravene any and all applicable laws and regulations of Malaysia relating to the Service or otherwise, including but not limited to Communication and Multimedia Act 1998 and its subsidiary legislation, other Acts of Parliament, local by-laws, rules and regulations issued by relevant government bodies and/or authorities.

27. Variation

TM shall reserves the right to amend the terms and conditions herein contained and/or the specific terms at any time and the Customer shall be bound by the amended terms and conditions. Notice of the amendment may be given by TM to the Customer in such manner as TM deems appropriate.

28. Severability

If any provision herein contained should be invalid, illegal or unenforceable under any applicable law, such provision shall be fully severable and this Agreement shall be construed as if such illegal or invalid provision had never comprised a part of this Agreement and the legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.

29. Assignment

The Customer shall not assign any of his rights or obligations under this Agreement to any other person whatsoever except with prior written approval of TM. TM may assign or novate this Agreement or any part thereof to anybody corporate which is a parent company, subsidiary or related company of TM and consent for the abovementioned is hereby given by the Customer.

30. Binding on Successors

These terms and conditions shall binding upon the successors, executors, administrators, personal representatives and assign of the Customer and upon the substitute and assigns of TM.

31. Indulgence and waiver

31.1 No delay or indulgence by TM in enforcing any term or condition of this Agreement or granting of time by TM to the Customer shall prejudice the rights or powers of TM under this Agreement or at law.

31.2 Failure by TM to exercise any part or all of its rights under the terms and conditions of this Agreement or any partial exercise shall not act as a waiver of such right nor shall any waiver by TM of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.

32. Notice

All notices, requests or other communications required or permitted to be given or made hereunder shall be in writing and delivered either by hand, or sent by prepaid registered post or legible telefax addressed to the Party at his address set out in the application form for the Service or to such other address or facsimile number as any Party may from time to time duly notify to the other Party. Such notices, requests or other communications shall be deemed to have been given by facsimile immediately after transmission thereof or if sent by post, forty-eight (48) hours after posting.

33. Force Majeure

Neither party shall be liable for any breach of this Agreement arising from cause beyond its control including but not limited to Acts of God, insurrection of civil disorder war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies for whom neither party is responsible or any other cause whether similar or dissimilar outside either party's control. The parties hereby agree that either party may terminate this Agreement, by giving fourteen (14) days' notice to the other party, in the event that the Force Majeure event which has occurred prevents either party from performing and/or continuing its obligations for more than a period of sixty (60) days.

34. Governing Law

This Agreement shall be governed and construed in accordance with the laws of Malaysia.

35. Costs and Taxes

35.1 The Customer shall bear the stamp duty on this Agreement.

35.2 Any cost incurred in relation to preparation and legal vetting of this Agreement shall be borne by the Parties respectively.

35.3 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 TM. In particular, where Service Tax ("ST") is applicable to TM as the supplier under this Agreement, TM is entitled to charge the ST payable to the Government on the Service and/or any TM services or equipment supplied to the Customer.

35.4 If the fees, charges, damages or any other monies due hereunder by the Customer to TM shall be required to be recovered through any process of law, or if the said monies or any part thereof shall be placed in the hands of solicitors for collection, the Customer shall pay (in addition to the said monies) TM's solicitors fees and any other fees or expenses incurred in respect of such collection as may be determined by the Court of Law.

36. Customer's Warranties and Acknowledgement

36.1. The Customer hereby warrants that:

- a) he has the legal capacity to enter into this Agreement and is not a minor; and
- b) If the Customer is a body corporate, it has the required corporate authority to enter, execute and be bound by the terms and conditions of this Agreement.

36.2 The Customer acknowledges that:

- a) he has read and fully understood all the terms and conditions herein upon signing the Application Form and agrees to be bound by the same upon TM accepting the application;
- b) the details and documents provided to TM together with the Application Form are true, genuine and contain the latest information and allows TM to conduct independent verification of the same with any organization or body.

36.3 Notwithstanding the above, TM shall reserves the right to reject the application or require the Customer to furnish further details or documents as TM deems fit and necessary without assigning any reason whatsoever.

36.4 The Customer further acknowledges and agrees that:

- a) It is TM's policy to use the Customer's data and personal information acquired through the registration process or through the Customer's use of TM's products and services for its business purposes;
- b) TM may use the Customer's personal information for the internal purposes of customizing advertisements and content on the website(s) and TM's partner sites, providing information to the Customer of other products and services available from TM and its affiliate, processing and fulfilling Customer request for products and services, responding to Customer enquiries, conducting research for improvement of the Service and statistical analysis and the general operation and maintenance of the Service and its related website(s);
- c) TM will disclose the Customer's personal information if required to do so by law or in good faith, if such action is necessary to:
 - i) comply with any law enforcement agency, court orders or legal process; and/or
 - ii) protect and defend the rights or property of TM and its users.

37. Damage / loss costs

The Customer shall upon request pay TM fees to repair, renew or replace any part of the Telephone Line within the Customer's premises which may have been stolen or lost or which may have been

destroyed or damaged by fire or other causes.

38. Temporary residence of phone services

TM reserves the right to temporarily suspend the Telephone Service at any time if the Customer fails to settle the Monthly Charge after the payment due date in the Account Statement.

39. Stamp duty

Stamp duty on this Agreement, expenses and Charges relating to the Telephone Service and other expenses connected therewith shall be borne and paid by the Customer and in the event that TM is required to take legal action against the Customer under this Agreement, all costs and expenses incurred by TM (including solicitor fees on behalf of TM based on attorney and Customer) shall be borne and paid in full by the Customer.

40. Termination

Termination of Customer Service by telephone may be done at any TMpoint. In the event the Customer dies, the beneficiary shall bring death certificate as evidence.