

SPECIFIC TERMS: PRODUCT PLAN FOR CONSUMER **Unifi Air 5G 149** SERVICE

20231010

1. **GENERAL**

This is our pricing table for Consumer Unifi Air 5G 149 (“Unifi Air 5G Service”) and it is applicable only to our Consumer. This Rate Plan is incorporated and forms part of the **Consumer Terms and Conditions for Unifi Air 5G 149** (“Consumer T&C”).

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

USAGE LIMITATION ON OUR DATA:-

- **OUR Unifi Air 5G SERVICE IS ONLY AVAILABLE IN LOCATIONS WE HAVE 5G NETWORK COVERAGE AND IT IS LIMITED FOR YOUR USE IN MALAYSIA ONLY. PLEASE CHECK OUT OUR WEBSITE FOR MORE DETAILS [ON THE COVERAGE AREA.](#)**

2. **OUR PLAN**

For further information on Unifi Air 5G Service plans, please refer to <https://unifi.com.my/broadband/wireless>

3. **REGISTRATION**

- Unifi Air 5G Service is only available within our 5G network only. You may check Unifi Air 5G Service availability at your address via our website at <https://unifi.com.my/broadband/wireless> or walk to any of our Unifi Store/TMpoint to check on the service coverage.
- You can subscribe to Unifi Air 5G Service via any of our touchpoints below:
 - unifi website at unifi.com.my
 - myunifi app
 - Unifi Store/TMpoint outlets
 - TM Resellers
 - TM Authorised Dealers
- List of Unifi Store/TMpoint nationwide can be found at <https://unifi.com.my/support/find-tm-point>
- Kindly bring identification card(IC) for Malaysian & Passport for non Malaysian for registration. You also need to provide to us other personal information such as contact number, email address and billing address for purpose of registration.
- Upon successful registration, You will receive one (1) set of 5G wireless router (power adaptor, LAN cable & Quick guide start)(“Equipment”) & one (1) unit Unifi Air 5G sim card.
- You are required to pay RM149 as upfront payment for registration or RM300 if you are a non Malaysian.

4. **CONTRACT PERIOD**

- Upon successful registration, you will be bound with a minimum subscription period of 24 months contract (“Minimum Subscription Period”).
- You may opt to terminate the service within the Minimum Subscription Period and be excluded from early termination fee if:-
 - I. Proven the 5G network experience based on registered service address is very bad or congested.
 - II. Proven wrong information from our customer service or reseller or agent.
 - III. Proven there is an element of fraud from our customer service or reseller or agent.
 - IV. You subscribe to Unifi Home Broadband plans at the same address.
- However if the Unifi Air 5G Service is terminated before expiry of the Minimum Subscription Period, You will incur an early termination fee, which will be calculated based on the remaining balance and will be included in your final bill.

Formula:
[RM1,300* ÷ 24 months] x [Remaining month(s)] = [total penalty]

*Base Penalty: RM1,300.00

Example:
Early termination penalty calculation for Unifi Air 5G Service with 5 months remaining contract.

[RM54.20] x [5 months] = [RM271]

5. SERVICE DISCLAIMER

- The Unifi Air 5G Service only applicable for those who stayed within 5G coverage areas. To check on the coverage, click [here](#).
- Service & assurance guarantee based on your registered service address which you have checked upon subscription.
- ***Unlimited term is subject to Unifi Fair Usage Policy.** unifi reserves the right to amend and vary the plan from time to time at its discretion or withdraw the plan at any time without assigning reasons for such withdrawal and migrate the Customer to another plan or promotional plan as unifi deems fit.
- The Unifi Air 5G service is not intended for resale purposes; it is meant for personal or non-commercial use only.

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CONSUMER TERMS AND CONDITIONS FOR unifi Air 5G SERVICE

20230904

Thank you for choosing the Service.

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

- (a) Terms of Use,
- (b) this Consumer T&C,
- (c) your Application, and
- (d) Specific Terms.

(Collectively known as “Agreement”).

OUR SERVICE ISN'T AVAILABLE EVERYWHERE IN MALAYSIA. YOU ARE RESPONSIBLE FOR INQUIRING WHETHER COVERAGE IS AVAILABLE IN THE AREA IN WHICH 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. IF 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 our 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 this Consumer T&C:-

“Application”	means the application you made via any of our 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 for Unifi Air 5G Service.
“Credit Limit”	means the maximum amount of credit impose by us under your Account.

“Credit Rating”	means information about your credit worthiness, credit standing, credit history or credit capacity.
“Credit Rating 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.
“Equipment”	means modem, router and/or other equipment you purchased from us or we supplied to you for use with the Service.
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.
“Monthly Fee”	means any billed recurring charges and usage payable by you for the usage of the Service.
“Minimum Subscription Period”	means the minimum subscription period for the the Service as specified in the Application or in the Specific Terms: Product Plan for Unfi Air 5G Service.
“Network”	means any interconnected telecommunications equipment, facilities, or cabling to enable the provision of Service to you.
“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.
“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.[NOT APPLICABLE]
“Service”	means unfi Air 5G Service.
“Service Start Date”	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 provide access the Service.
“SIM Number”	means the mobile prefix and the unique eight (8) digit number that is assigned to us by the Appropriate Authority which we then licence to you for your use.
“Term”	means the total term which you subscribe for which may be inclusive of the Minimum Subscription Period.

“Terminate the Service”/“Termination of the Service”	means the Service is cancelled and the Agreement is terminated.
“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 monthly data quota.[NOT APPLICABLE]
“Total Current Charges”	collectively means Deposit, Monthly fee, if applicable, suspension fee, administrative fee, Third Party Charges, 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 and it includes your successors and assigns. Where the context permits, the term “you”, “your” or “Consumer” includes “the Other User”.
“Promotion”	means a special promotion made by us in connection with the Service during the promotional period.

2. YOUR APPLICATION FOR THE SUPPLY OF SERVICE

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 inform such person of the terms and conditions of this Agreement.

3. CREDIT RATING

3.1 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 BCI Database service provider at any time.

4. COMMENCEMENT, TERM AND PRIORITIZATION OF DOCUMENTS

4.1 When does the Agreement starts

The Agreement starts when any of the following events occur, whichever is earlier, and it shall continue to apply until terminated in accordance with the Agreement:-

- (a) subject to Clause 2.1, once the Application has been approved by us,
- (b) once you received the SIM Card
- (c) once you received the Equipment,
- (d) from the Service Start Date, or
- (e) when you first use the Service.

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

4.2 Commencement of the Service.

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

4.3 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 as specified in the Application or in the Specific Terms: Plan for Consumer unifi Air Service 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, the accumulative

remaining Minimum Subscription Period balance of the Service fee as liquidated damages for termination or suspension.

4.4 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 our Terms of Use, the following order of precedence shall apply:-

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

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

5.1 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.

5.2 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 voice calls and/or text messages. If you are able to access such services, your use of such services shall be charged.
- (d) 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.
- (e) 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.

5.3 The SIM Number

The SIM Card will have a SIM Number. The SIM Number belongs to us and we reserve all rights attached to the SIM Number. We have an absolute discretion to reject and reclaim the SIM Number, at any material time, without liability, even if we do not provide you with reason. We may change, alter the SIM 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.

5.4 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.

5.5 Lost or stolen SIM Card

It is important that you notify us right away, so we can suspend your Service to keep someone else from using it. If the 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.

5.6 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.

6. YOUR ACCOUNT WITH US

- 6.1 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.

7. USING THE SERVICE

- 7.1 When you use the Service, you must comply with the terms and conditions of the Agreement and the Law.

- 7.2 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.
- 7.3 If you breach any of the above, we shall have the right to forthwith suspend the Service and/or Terminate the Service.

8. TOTAL CURRENT CHARGES

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 Use of Billing Agent

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

8.11 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.

9. DISPUTE ON INVOICE

9.1 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.

9.2 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.

- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.

10. Late Payment Charges

- 10.1 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.

11. Tax

- 11.1 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.
- 11.2 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 and Company services or equipment supplied to the Customer.

12. OUR RIGHT TO SUSPEND THE SERVICE

- 12.1 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,
- (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, we are required to suspend to comply with any Law and/or any notice issued by the Appropriate Authority,
- (j) if you fail to cooperate with any investigation and/or enquiry conducted and/or carried by the Appropriate Authority, in respect of any suspected violation or violation of any Law,
- (k) an event of Force Majeure,
- (l) 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
- (m) for any other reasons we deem fit.

12.2 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.

12.3 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 these period.

12.4 Upon suspension arising from paragraph (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.

12.5 If we suspend the Service, we may later Terminate the Service for the same reason or a different reason, without notice and without liability to you.

13. DISCLAIMER OF WARRANTIES AND EXCLUSION OF LIABILITIES

13.1 **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.**

13.2 **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.**

13.3 **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.

13.4 WE EXCLUDE LIABILITIES FOR MATTERS ARISING UNDER CLAUSE 13.

13.5 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.

14. UNUSUALLY HIGH USE

14.1 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 within a 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, we will take actions we deem necessary to improve our Network performances to ensure better Network availability and speeds for all our subscribers. We may contact you to determine whether that use is likely to continue. If so, we may ask you for additional sum as Deposit or discuss with you on additional terms and conditions including revising your Rate Plan. Please note that we may also be entitled to suspend the Service for an Unusually High Use of the Service.

15. CONCLUSIVE EVIDENCE

15.1 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.

15.2 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.

16. TERMINATION OF THE SERVICE

16.1 Your right to Terminate the Service

You may Terminate the Service at any time 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.

16.2 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 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, and/or any order, rules, by-laws, instruction, request or notice issued by the Appropriate Authority;
- (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.

17. EFFECT OF TERMINATION

17.1 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

17.2 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.

17.3 Clauses 5.2, 5.3, 8.3, 8.7, 8.8, 8.10, 8.11, 10, 11, 13, 15, 16 and 17 and another clauses which by their nature shall survive the expiry or Termination of the Service.

18. GENERAL PROVISIONS

18.1 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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Terms of Use

20230904

1. INTRODUCTION

- 1.1 These Term of Use is applicable and binding upon you when you access and/or use our Property. In addition to these Terms of Use, additional terms and conditions may apply, depending how you access and/or use our Property.

This merely serves you as an illustration:-

Description	Which Agreement you should click, read, understand and accept unconditionally in its entirety?
➤ If you are a personal subscriber of our Mobile Service and our service is for your personal domestic or household use only,	✓ Consumer Terms and Conditions for Mobile Service.
➤ If you are a personal subscriber of our Broadband Service and our service is for your personal domestic or household use only.	✓ Consumer Terms and Conditions for Broadband Service.
➤ If you are a personal subscriber of our Unifi Air 5G Service and our service is for your personal domestic or household use only.	✓ Consumer Terms and Conditions for Unifi Air 5g Service
➤ If you are a business subscriber including small and medium business to big corporation, and our Mobile Service is for your use in the ordinary course of business.	✓ Business Terms and Conditions for Mobile Service.
➤ If you are a business subscriber including small and medium business to big corporation, and our Broadband Service is for your use in the ordinary course of business.	✓ Business Terms and Conditions for Broadband Service.
➤ If you are a business subscriber including small and medium business to big corporation, and our Unifi Air 5G Service is for your use in the ordinary course of business.	✓ Business Terms and Conditions for Unifi Air 5g Service
➤ If you are a purchaser at our Store.	✓ Store Terms and Conditions.
➤ If you participate in any Contest.	✓ Contest Terms and Conditions.
➤ As long as you are a User.	✓ Policy

	<ul style="list-style-type: none"> ✓ Privacy Statement. ✓ Other terms and conditions relevant to you, which can be found in our Property.
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Collectively, the above is known as “Agreements”

1.2 THE PROPERTY IS PROVIDED TO YOU ON AN “AS IS” BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND OUR LIABILITY TO YOU IN CONNECTION WITH YOUR USE OF OUR PROPERTY IS VERY LIMITED. IT IS, THEREFORE, IMPORTANT THAT YOU READ THE RELEVANT AGREEMENTS CAREFULLY BEFORE ACCESSING AND/OR USING OUR PROPERTY. BY ACTUALLY ACCESSING AND/OR USING OUR PROPERTY, YOU UNDERSTAND AND AGREE THAT WE WILL TREAT THAT YOU ARE AGREEING TO BE BOUND BY THE RELEVANT AGREEMENTS IN ITS ENTIRETY FROM THAT POINT ONWARDS.

2. OUR RIGHTS TO MAKE CHANGES

2.1 WE CAN CHANGE ANY TERMS IN THE AGREEMENTS AT ANY TIME WITHOUT NOTICE. AS SUCH, YOU SHOULD LOOK AT THE RELEVANT AGREEMENTS APPLICABLE TO YOU REGULARLY. WHEN CHANGES ARE MADE, IT WILL BE EFFECTIVE IMMEDIATELY UPON POSTING ON OUR PROPERTY. 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 YOU HAVE ACCEPTED THOSE CHANGES. IN THE EVENT THERE IS ANY INCONSISTENCY BETWEEN THE VERSION OF AGREEMENTS FOUND IN OUR WEBSITE AND/OR ANY OTHER PLATFORM, THE VERSION OF AGREEMENTS FOUND ON OUR WEBSITE SHALL PREVAIL.

3. CAN YOU CHANGE ANYTHING IN THE AGREEMENTS?

3.1 Unless the language in such document unequivocally and expressly allowed in the Agreements, you cannot make any changes to the Agreements without first obtaining our written consent.

4. WHAT THESE WORDS MEAN IN THE AGREEMENTS

4.1 Definitions

Generally, you can rely on the definitions provided in these Terms of Use unless we provide you with different definitions in the relevant Agreements. The following words are given the following definitions:-

“Acceptable Use Policy”	means our policy relating to your use of our Property which may impact your usage.
“Account”	means an account opened by you with us and where the context permits.
“Affiliate”	means a person or an organisation controlling us, controlled by us, or under the common control of a person or an organisation controlling us. "Control" means the ownership of the equity shares carrying fifty percent (50%) or more of the votes exercisable at a general meeting (or its equivalent).

<p>“Appropriate Authority”</p>	<p>means (i) the federal government of Malaysia, (ii) any state, province, regency, municipality or other political subdivision of Malaysia, (iii) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board, or (iv) the relevant authority in a foreign country, if applicable.</p>
<p>“Broadband Service”</p>	<p>means mobile internet data access. For avoidance of doubt, it does not include telephony service and text messaging service.</p>
<p>“Claim”</p>	<p>means any suit, claim, action, proceeding or investigation.</p>
<p>“Content”</p>	<p>means the content managed and/or provided by us and/or its content provider which includes without limitation all forms of text, graphics video, audio , files, data, images, photographs, pictures, logos, video clips, video streaming, news, live feeds and information on demand content.</p>
<p>“Consequential Loss”</p>	<p>means expenses incurred, loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of goodwill, loss of value of Product, loss of use of our Service, loss of use of our Platform, loss of opportunity or expectation loss, and any forms of special, indirect, punitive or exemplary loss or damages, and any penalties or fines imposed by the Appropriate Authority, (even if such loss arises directly, naturally or in the usual course of things from any breach, action or inaction in question).</p>
<p>“Contest”</p>	<p>means giveaways or contest organised by us, our Affiliate and/or our agent.</p>
<p>“Customer Service Support”</p>	<p>means all form of customer support provided by us, including without limitation, at our customer service centres, customer service email at help@unifi.com.my , customer service hotlines at 100, live chat, social media via live chat in MyUnfi App (for selected services only).</p>
<p>“Force Majeure”</p>	<p>means any of the following events or circumstances that are beyond our reasonable control to the extent that such events or circumstances delay or make impossible or materially affect our Property:-</p> <ul style="list-style-type: none"> (a) any acts, orders, decisions or decrees of any Appropriate Authority, (b) enactments of, changes in or the enforcement of any Law, (c) acts of God, without limitation, volcanic activity, tornadoes, hurricanes, floods, fire, tempest, sinkholes, landslides, earthquakes, heavy and inclement weather, epidemic and tsunamis, (d) state of war or hostilities, whether declared or not, or any state of riots, military operations, act of foreign enemies, civil commotion, rebellion, revolution, terrorism, sabotage, acts or deeds of any person or group not commissioned by us or other causes of its kind or otherwise beyond our control or power, strike, labour dispute, lock-out, explosion, power failure, failure of air-conditioning, electromagnetic interference, emergency, ionizing radiation and contamination by radio-activity from any nuclear fuel,

	<p>(e) act or omission of a supplier, a third party or any failure by manufacturer or supplier to supply us with the Service, and/or</p> <p>(f) any other cause beyond our reasonable control arises or exists which has materially affected the provision of our Platform.</p>
“Indemnified Party”	means, us, our directors, officers, shareholders, employees and/or Affiliate.
“Intellectual Property Rights”	<p>means all intellectual property rights both in Malaysia and throughout the world including:</p> <p>(a) any patents, copyright, industrial design, moral rights and similar rights of any type, trade secrets, registered and unregistered trademarks or service marks, trade names, brand names, indications of source or appellations of origin, registered designs and commercial names and designations;</p> <p>(b) any inventions, discoveries, trade secrets, know-how, computer software and scientific, technical and product information; and</p> <p>(c) any intellectual property rights existing now or in the future.</p>
“Law”	means any law (whether domestic or international), statute, code, rule, guidelines, notices, ordinance, regulation, directive, order, judgment, writ, injunction or decree, and includes any changes in the application or interpretation thereof.
“Losses”	means any and all costs, judgments, fees, fines, damages, disbursements, penalties, liabilities, assessments, awards, direct losses, including, out of pocket costs or expenses (including interest, penalty, investigation, legal fees on a solicitor and client basis, accounting or other professional fees, and other costs or expenses reasonably incurred in the investigation, collection, prosecution and defence of any action and amounts paid in settlement) incurred in connection therewith.
“Mobile Service”	means voice and mobile internet data services that works on any sim card base mobile phones. For avoidance of doubt, “voice” does not include VoIP calls made through third party application and it does not include any wireless computing device such as a tablet.
“Other User”	means any person, employee, family member or friend that uses or desires to use the Service through your Account, whether or not you allow or authorise them to.
“Personal Data”	shall have the same meaning as in the Personal Data Protection Act 2010.
“Personnel”	means our employees, agents, contractors, subcontractors, and/or other representatives.
“PDPA”	means Personal Data Protection Act 2010.

“Platform”	collectively means any platforms made available by us from time to time, including but not limited to our Website, Store, mobile applications, digital kiosk, our lounges, authorised dealers, telemarketing and/or our social media.
Policy	means any policy, rules, regulations, Acceptable Use Policy, and/or directions issued or amended by us from time to time.
“Privacy Statement”	means a statement that discloses the ways we gather, use, disclose and manage the Personal Data and how you can opt-out, change, update and access your Personal Data.
“Property”	collectively means our Platform and our Service.
“Product”	means any product, merchandise, and/or service that are displayed in our Store.
“Post/Posted”	means to publish, display, submit and/or upload.
“Self-Care Account”	means self-portal use to access and manage your Account.
“Service”	collectively means Mobile Service, Broadband Service, Unifi Air 5G Service, Store, Value-Added Service, Contest, and any other services made available to you from time to time.
“Social Media Account”	means social media account such as Facebook, Google+, Twitter, Instagram, or any other social media accounts used to register your Account.
“Specific Terms”	means any other specific terms and conditions containing information relevant to the Service.
“Store”	means the store operated and/or managed by us where you and browse and purchase Product.
“user, you, yours”	means you, an individual, persons or corporation who is accessing and/or using our Property.
“User Generated Content”	means any uploaded material, data shared, or contribution made such as text, links, photographs, graphics, video, audio, other data or information Posted by you or a user.
“Value-Added Service”	means additional functions, features or facilities which are currently available or will be made available by us from time to time and may be subscribed to and/or used by you in connection with the Service to enable you to access and use information, data, Content, WAP and other interactive applications and/or services.
“Website”	means https://unifi.com.my/ and any other website owned, operated, and/or managed by us or our Affiliate.

4.2 Interpretations

Unless there is something in the subject or context, the following words are given the following interpretations:-

- (a) the singular includes the plural and vice versa and references to any gender includes a reference to all other genders;
- (b) a reference to any law includes references to such laws and regulations as they may be amended from time to time, supplemented or re-enacted;
- (c) titles and headings of the Agreements is merely inserted for convenience for reference only and cannot have any effect on the interpretation or construction of the Agreements; and
- (d) just because we are responsible for the preparation of the Agreements, or any part of it, the rule of construction shall not apply to our disadvantage.

5. PARENTAL AUTHORITY

- 5.1 ONE OR MORE OF THE CONTENT FOUND IN OUR PROPERTY MAY NOT BE CATERED TO YOU IF YOU ARE UNDER THE AGE OF 18. ALSO, UNLESS OTHERWISE STATED, WE WILL CONTRACT WITH YOU ONLY IF YOU ARE 18 YEARS OLD AND ABOVE. AS SUCH, PLEASE OBTAIN YOUR PARENT OR GUARDIAN'S PERMISSION BEFORE ACCESSING AND/OR USING THE PROPERTY UNLESS YOU HAVE OBTAINED PERMISSION FROM YOUR PARENT OR GUARDIAN. ALL PERSONAL DATA PROVIDED BY A USER AND ALL TRANSACTION ENTERED INTO WITH US SHALL BE DEEMED TO HAVE BEEN SUBMITTED BY A USER ABOVE 18 OR HAS OBTAINED THE RELEVANT PERMISSION FROM THEIR PARENT OR GUARDIAN.

6. YOUR PERSONAL DATA

- 6.1 When you provide us with your Personal Data, you agree that we may use it to supply you with our product and services and for other purposes described in our Privacy Statement. Without your Personal Data, we may not be able to allow you to use and/or access to our Property or provide the level of service you expect. To learn about how we collect and protect your Personal Data, please refer to our Privacy Statement. Any non-personal information or material sent to us by you will generally NOT be treated as confidential.

7. POSTINGS BY THIRD PARTY AND HYPERLINKS TO THIRD PARTY WEBSITE

- 7.1 Our Property may contain third party content, promotion, product and/or service supplied by third party, or hyperlinks to other websites which are neither maintained nor controlled by us ("Third Party Property"). Third Party Property is provided to you as a matter of convenience only.
- 7.2 Any dealings with such third party via the Third Party Property are solely between you and such third party. Before you transact with such third party via the Third Party Property, we encourage you to read the third parties terms and conditions carefully including their privacy policy.
- 7.3 Where any part of the Service includes provision of third party services and/or software, you agree that the use of such third party services and/or software is subject to such third party terms and conditions. You must ensure you comply strictly with the terms and conditions of the third party and does not erode our rights in any circumstances. In addition to any of other rights we mentioned in these Terms of Use, you agree to indemnify, defend and hold us harmless from any losses and threatened losses arising from and in connection with, or based on any allegation of (a) any claim from third party resulting from any of your act, omission and/or negligence, or (b) any other claim arising out of or related to your breach of such third party terms and conditions, whether directly or indirectly.

8. CREATING AN ACCOUNT

- 8.1 Generally, you can access and/or use our Property without disclosing your Personal Data. However, if any portion of the Property requires you to register or open an account with us, you must provide us with accurate and complete information and keep that information accurate, complete and up-to-date. We may but have no obligation, whether express or implied, to verify the accuracy and authenticity of any information provided by you. Please take note that we have the right to suspend, and/or forthwith terminate your use of the Property if the information provided by you is untrue, inaccurate, not current or incomplete, or we suspect that such information provided by you is untrue, inaccurate, not current or incomplete.
- 8.2 If we allow you to log-in using your Social Media Account, you permit us to access certain information from your Social Media Account. You may control the amount of information that is accessible to us by adjusting your privacy settings of your Social Media Account.
- 8.3 You are responsible for maintaining the confidentiality of your Account and password and you agree to accept responsibility for all activities that occur under your Account.
- 8.4 Owing to the global nature of the internet infrastructure, the information you provide may be transferred in transit to countries that do not have similar protection regarding your Personal Data and its use as set out in the Agreements. By submitting your information you are consenting to these transfers.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Except for the User Generated Content, the Property and Content are the property of ours, or are included with the permission of the owner of the rights, and we grant you a limited, non-exclusive, revocable licence to make personal, non-commercial use of the Property and the Content. The use of the Property and Content does not grant you title or ownership of any of our Intellectual Property Rights or those of our licensors or suppliers. We reserve all rights in our corporate names, service marks, logos, trade names, and domain names (collectively "Marks") and nothing in the Property grants you a license to use such Marks. Additionally, other marks which appears in the Property may contain marks of third parties that are not affiliated with us. We do not own such third party's marks and the use of such marks may be subject to the terms and conditions of such third party.

10. CONTENT

- 10.1 The Content is provided to you on an "AS IS" basis for your information and personal use only. Except as we specifically agree in writing, the Content shall not be used, reproduced, transmitted, distributed or otherwise exploited in any way. If we expressly allow you to download a particular Content, you may download one copy of such Content to a single device for your personal, non-commercial home use only do so provided that you (a) keep intact all copyright and other proprietary notices, (b) make no modifications to the Content, and (c) do not use the Content in a manner that suggests an association with us.
- 10.2 We reserve the right to limit and/or prohibit your access and/or use to any of the Content at our sole discretion and shall not be liable for any such limitation or prohibition.
- 10.3 You further acknowledge and understand that the Content provided in any part of Property may contain technical inaccuracies or typographical errors and as such, we may change or update such information without any notice and without liability, to you.

11. USER GENERATED CONTENT

- 11.1 As a user, you may be allowed to Post any User Generated Content and you agree, by submitting your contribution, you grant us and our Affiliate a perpetual, royalty-free, non-exclusive, sub-

licensable right and license to use, reproduce, edit, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media, now known or later developed, for the full terms of any rights that may exist in your contribution.

- 11.2 You also hereby grant other user of the Property a non-exclusive license to access your User Generated Content through the access and/or use of the Property, and to use such User Generated Content only as permitted through the functionality of the Property.
- 11.3 You understand and agree that we may retain and store, but not display, distribute, or perform, server copies of User Generated Content that has been removed or deleted. The above licenses granted to us, by you in User Generated Content is irrevocable.
- 11.4 Further to the foregoing paragraph, by submitting your User Generated Content to us, you warrant that:-
 - (a) your User Generated Content is your own original work or have the necessary license, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Generated Content to enable us to use of the User Generated Content in the manner required by us and that you have the right to make it available to us for all the purposes specified above;
 - (b) your User Generated Content is not defamatory, threatening, injurious, insulting character, offensive, abusive, offensive on moral, menacing, religious or political grounds, impair your confidentiality obligations;
 - (c) your User Generated Content does not infringe the Law;
 - (d) you shall be solely responsible for your own User Generated Content and the consequences of Posting or publishing them;
 - (e) you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post material and to grant us all of the license rights granted herein; and/or
 - (f) waive any moral rights in your User Generated Content for the purposes of its submission to and publication in the Property and the purposes specified above.
- 11.5 You understand that whether or not such User Generated Content is Posted, we do not guarantee any confidentiality with respect to any User Generated Content.
- 11.6 We do not endorse any User Generated Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaims any and all liability in connection with User Generated Content. We do not permit activities which will infringe any Intellectual Property Rights including copyright and we will remove all infringing contents and User Generated Content upon notification that such Content or User Generated Content infringes on another's Intellectual Property Rights. We further reserve the right to remove any Content without prior notice.
- 11.7 You understand and agree that we may review and delete any User Generated Content that you Posted at any time without notice, without liability and for any reason whatsoever, especially if you breach our Policy.

We reserve the right to investigate and take appropriate legal action, in our sole discretion, against you for the User Generated Content especially if it violates our Policy and report you to the Appropriate Authority.

11.8 **Copyright Protection Policy.** If you believe that your work has been copied and Posted in the Property, without your permission or in any other way that constitutes copyright infringement or if you have any form of complaint or grievances in relation to the User Generated Content Posted, please contact our Customer Service Support.

11.9 **User Disputes.** You are solely responsible for your interactions with other user. We reserve the right, although we have no obligation, to monitor disputes between you and other user, and to take any action that we feel may be appropriate in our sole discretion, consistent with the Agreements, including terminating your Account.

12. COMPLIANCE WITH THE MALAYSIAN COMMUNICATIONS AND MULTIMEDIA CONTENT CODE (“Code”)

12.1 In addition to the above, you are also obliged to comply with the requirements of the Law including but not limited to the Code and will NOT provide any prohibited content or any content in contravention of the Law. We reserves the rights to remove such prohibited User Generated Content, or any content that contravenes the Law with or without notice to you in accordance with the complaints procedure contained in the Code. For more information on the Code and the Content Forum, please visit www.cmcf.my.

13. DISCLAIMER

13.1 OUR PROPERTY IS PROVIDED ON AN ‘AS IS”, WITH ALL FAULTS. WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW, CUSTOM, COURSE OF DEALING, COURSE OF TRADE, WITH RESPECT TO THE PROPERTY. WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES ON CONDITIONS OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT, COMPABILITY TO COMPUTER SYSTEMS DEVICES SOFTWARE PROGRAMS INTEGRATIONS, OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY US SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.

13.2 WE RESERVE THE RIGHT TO LIMIT AND/OR PROHIBIT YOUR ACCESS AND/OR USE OF THE PROPERTY AT OUR SOLE AND ABSOLUTE DISCRETION AND WE SHALL NOT BE LIABLE TO YOU FOR ANY SUCH LIMIMATIONS OR PROHIBITIONS IMPOSED.

13.3 WE MAY ALSO CHANGE OR DISCONTINUE ANY ASPECT OF THE PROPERTY PROVIDED AT ANY TIME, WITHOUT ANY PRIOR NOTICE TO YOU, WITHOUT LIABILITY, INCLUDING BUT NOT LIMITED TO, THE CONTENT, PURCHASES, SUBSCRIPTION AND/OR ANY EQUIPMENT OR DEVICE NEEDED TO ACCESS AND/OR USE THE PROPERTY.

13.4 We do not represent that the Property may be available in all regions and countries around the world. We may, at our sole and absolute discretion, limit or terminate your ability to access and/or use the Property from certain regions or countries. You shall assume all obligations and risks associated with the accessibility and/or use of the Property from any given region or country in the world.

13.5 The Property is controlled and offered by us from our facilities in Malaysia. We make no representation that the Property is appropriate in other regions and countries. Those who access

or use the Property from other jurisdictions do so at their own violation and are responsible for compliance with the Law of that country.

14. WHAT ARE WE NOT LIABLE FOR

14.1 The Indemnified Party shall not be liable to you for any Claims and Losses, including Consequential Loss, for:-

- (a) personal injury to and/or death of any person, howsoever arising, due to any acts, omissions, negligence, or otherwise caused by us and/or our Personnel;
- (b) any loss, injury and/or damage to any movable and/or immovable property, howsoever arising, due to any acts, omissions, negligence, or otherwise cause by us, and/or our Personnel;
- (c) any interruption, suspension, and/or termination of any the Property;
- (d) any claim for libel, slander, infringement of third party intellectual property rights;
- (e) any Content, User Generated Content, and/or conduct of any user or other third parties;
- (f) an event of Force Majeure;
- (g) compliance with Law or non-compliance which may affect the supply of the Property;
- (h) any unauthorised access to your Account, data, network or system, howsoever arising, even if such unauthorised access is caused by any act, omission and/or negligence on our part and/or that of our Personnel;
- (i) loss of your data; and/or
- (j) disputes or breach of contract relating to third party's product and/or service, errors or omissions in such content, privacy and security practices employed by such third party.

14.2 Notwithstanding anything to the contrary, in the event the Indemnified Party is found liable, whether wholly or partially, by the Appropriate Authority or in a court with competent jurisdiction, you agree that the Indemnified Party's total aggregate liability to you shall not exceed Ringgit Malaysia Nine Hundred and Fifty (RM950.00) only This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

15. WHAT ARE YOU LIABLE FOR

15.1 Your liability to the Indemnified Party is to indemnify the Indemnified Party from and against any and all Claims and Losses including Consequential Loss, as a result of:-

- (a) personal injury to and/or death of any person, howsoever arising, due to any acts, omissions, and/or negligence or otherwise caused by you and/or the Other User; or
- (b) any loss, injury and/or damage to any movable and/or immovable property, howsoever arising, due to any acts, omissions, and/or negligence or otherwise cause by you and/or the Other User;
- (c) any breach of or non-performance of the your representations, warranties, undertakings, covenants, or obligations under the Agreements;
- (d) the use, access and/or transmission of any Content and/or User Generated Content;
- (e) infringement of our Intellectual Property Rights, third party intellectual property rights, or other contractual or proprietary right, or any other tortious injury arising from the access and/or use of the Property;
- (f) the transmission or publication or communication of any User Generated Content in breach of our Policy;
- (g) any unauthorized access to any of our Property, our customers' Personal Data, our network or our supplier's network, through hacking, password mining or any other means; and/or
- (h) breach of the Law.

16. FORCE MAJEURE

- 16.1 We will not be liable to you for any delay, failure, suspension or interference in supplying the Service or make available our Platform caused by a Force Majeure event. Upon the happening of any of the Force Majeure event, our obligations and any period of time then running shall be suspended for the period of the event in addition to such amount of time as may be required to resume normality.
- 16.2 Without prejudice to the foregoing paragraph, if any of the Force Majeure event results in the Property being interrupted, we may at any time, notwithstanding anything in these terms contained, forthwith terminate the Service and/or the access and/or use of our Platform. In such circumstances, unless we expressly tell you otherwise, you shall not be excused from paying all outstanding charges due and owing by you to us under any of the Agreements as at the time of such Force Majeure event.

17. GENERAL PROVISIONS

- 17.1 How can you give us notice and how we can give you notice?

You can generally contact our Customer Service Support. However, if you wish to lodge a complaint, dispute about the Property, or serve us a demand letter, legal process, or other communication relating to that (collectively known as "Formal Notice"), you should address a copy of the Formal Notice to our legal department. The Formal Notice can be delivered by hand, courier and/or prepaid registered post to the following address:-

TM TECHNOLOGY SERVICES SDN BHD
Level 51N, Menara TM
Jalan Pantai Baharu
50672 Kuala Lumpur
Wilayah Persekutuan

We can serve a Formal Notice or other communication to you by electronic email, delivered by hand, courier and/or prepaid ordinary post or registered post (not being AR Registered), facsimile to the address you provided to us. We can also serve you a Formal Notice, or other communication to your last known address in our record.

Formal Notice or other communication shall be deemed effective:-

- (a) If by electronic email or hand deliver, on the day of delivery;
- (b) If by prepaid registered post, five (5) days after it was duly posted;
- (c) If by courier, 1 day after dispatch; or
- (d) If by facsimile, on the day of transmission provided that the transmission report from the sender's facsimile machine confirms that transmission is in full and without error.

You agree that in the event that any action is begun in the courts in Malaysia in respect of the Property, the legal process and other documents may be served by posting the documents to you by registered post (not being AR Registered Post) at the address you provided to us or to your last known address in our records and such service shall on the fifth (5) day after posting, be deemed to be good and sufficient services of such legal process or documents.

- 17.2 When we can't carry out our obligations?

Our performance in providing the Property is subject to the Appropriate Authority, Law and legal process, and nothing contained in the Agreements is in derogation of our right and obligation to comply with such Appropriate Authority, Law and legal process.

- 17.3 No Partnership.

You and we are independent contractors and the Agreements will not establish any relationship of partnership, joint venture, employment, franchise or agency between you and us. You do not have the power to bind us or incur obligations on our behalf without our prior written consent, except we expressly said so.

- 17.4 When do we waive a right under the Agreements?

If you breach the Agreements and we do not exercise a right that we have because of your breach, we do not necessarily waive our entitlement to exercise that right because of your breach at any later time.

17.5 When can you and we transfer, assign or novate the Agreements?

You are not allowed to transfer, assign or novate the Agreements (or any part thereof) to any third party unless we give you written consent to do so. We may, however, transfer, assign or novate the Agreements (or any part thereof) to our Affiliate or any third party without notice to you. The Agreement shall inure to the benefit of your permitted assigns and successors and our permitted assigns and successors.

17.6 The terms and conditions of the Agreements and each of the Agreements are independent of one another.

In the event any provision of the Agreements is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired.

17.7 Which laws and courts govern the Agreements?

- (a) The Agreements is governed by the laws of Malaysia without regard to principles of conflicts of law,
- (b) You and we submit to the exclusive jurisdiction of the courts of Malaysia, and
- (c) You waive any objections on the ground of venue or forum non-conveniens or any similar grounds.

17.8 Language.

If the Agreements or any part of the Agreements is translated into any other languages and there is a conflict between this English version and any foreign language version of the Agreements, the English version shall prevail.

17.9 What happens if you have a dispute?

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 in the manner set out in this Clause 17.1. You may not assert any Claim against us and/or our Affiliate in connection with the access and/or use of the Property unless you have given us such written notice of the claim within fourteen (14) days after you know or should have known of the facts giving rise to such claim. You agree that any cause of action arising out of or related to the access and/or use of the Property must commence within six (6) month after the cause of action arose; otherwise, such cause of action is permanently barred.

17.10 Entire Agreements.

These Terms of Use and the relevant Agreements sets out the entire agreement between you and us and supersedes any prior arrangements or agreements that we may have with each other, whether it is oral or in writing.

17.11 What are the Clauses that will survive the expiry or termination of an Agreement?

Clauses 6, 9, 10, 11, 12, 13, 14, 15, 16, and 17 and another clauses which by their nature survive expiration or termination shall survive the expiry or termination of the relevant Agreements.

17.12 Transmission of Original Signatures and Executing Multiple Counterparts.

If there is any documents requiring your signatures, such original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the two of us to the same extent as that of an original signature.

If you are required to place your signatures electronically on any digital device or equipment, such signatures are true and valid signatures for all purposes hereunder and shall bind the two



of us to the same extent as that of an original signature. The same principle will apply if this electronic signature is then printed out.

Should you have any questions concerning these Agreements, please contact our Customer Service Support.

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Acceptable Use Policy

20230904

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 behavior;
- 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 tunneling 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 our 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 causing or mistaken 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) the Service

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

- Service availability or quality in a specific location due to variable factors such as system constraints, indoor coverage, and router model, as well as changes to network infrastructure or environmental conditions.

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 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 the 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.

8. Report

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

TM TECHNOLOGY SERVICES SDN BHD
Level 51N, Menara TM
Jalan Pantai Baharu
50672 Kuala Lumpur

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