

# General Terms and Conditions

## Business Broadband

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SIGN UP FOR THE BUSINESS BROADBAND SERVICE. BY INDICATING YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREOF, YOU ARE DEEMED TO ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL THE FOLLOWING TERMS AND CONDITIONS FOR THE USE OF BUSINESS BROADBAND SERVICE PROVIDED BY TELEKOM MALAYSIA BERHAD ("TM"). TM RESERVES THE RIGHT TO UPDATE OR REVISE THESE TERMS AND CONDITIONS FROM TIME TO TIME. TM MAY GIVE NOTICE OF AMENDMENT TO THE CUSTOMER IN SUCH A MANNER AS TM DEEMS APPROPRIATE. CONTINUATION IN THE ACCESS OR USE OF THE BUSINESS BROADBAND SERVICES SIGNIFIES ACCEPTANCE OF THE CHANGES TO THESE TERMS AND CONDITIONS.**

### 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, business broadband Service ("the Service" as hereinafter defined) on TM's network, which will allow the Customer the access to Internet on the terms and conditions set forth herein, as may be amended from time to time by TM).

### 2. Definitions

**"Activation Date"** means the date on which the Service and User Account (hereinafter defined) are activated for the Customer by TM as more particularly described in clause 3.2 hereunder.

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

**"Application Form"** means the application form to which these terms and conditions are attached requesting particulars from an applicant offering to become a Customer (hereinafter defined) and furnishing the required and genuine information. Such application form and these terms and conditions shall form the Agreement.

**"Customer"** under this Agreement shall mean a natural person other than a minor and shall include corporate body, partnership, associations, company, government and/or non-government organisation whose application to enter into this Agreement is accepted by TM and shall include his successors and permitted assigns and is synonymous with the term **"subscriber"** or **"applicant"** wherever used in other correspondence or documents.

**"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 modem provided by TM on lease basis to enable usage of the Service by the Customer, 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 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 Services, as more particularly described in clause 3.1 herein.

**"TM"** means TELEKOM MALAYSIA BERHAD (Company No. 128740-P) 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 ("TM")

**"business broadband Service"** (or the **"Service"**) means a high speed Internet access service which provides connection to the internet with speeds ranging from 1Mbps up to 4Mbps.

**"User Account"** means an account under the name of the Customer in relation to the Service subscribed by the Customer. Word and expressions denoting the singular include plural numbers and words and expressions denoting the plural shall include the singular number unless the context otherwise requires. Word denoting natural persons include bodies corporate, partnerships, sole proprietorship, joint ventures and trusts. The expression **"him"** or any other expressions appear herein shall be deemed to include the masculine, feminine, plural thereof where the context so admits.

### **3. Agreement Period**

- 3.1. 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 reserves the right to decline any application without assigning any reason thereto.
- 3.2. 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. Minimum Subscription**

- 4.1. The Customer shall subscribe to the Service for a period of not less than the Minimum Subscription Period of twelve (12) months, twenty-four months (24) 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.
- 4.2. This Agreement shall remain in full force and effect 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.

#### **5. Application for the Service**

- 5.1. The Customer may apply for the Service online and offline. Where the Service is applied online, the Customer is still required to submit the relevant documents prescribed under sub clause 5.3 herein to TM within reasonable period of the application.
- 5.2. Upon submission of the Application Form (whether online or offline), 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, current and complete and the Customer hereby undertakes to inform TM of any updates to such information in the event of any changes thereto.
- 5.3. The Customer must provide the following documents for verification by TM's personnel during application, registration and installation processes:

- i. For sole proprietor:
  - original NRIC or MyPR or Passport (with at least a minimum of 24 months validity) or MyKAS and original Certificate of Business Registration;
- ii. For company:
  - certified true copy each of Forms 9, 24 and 49 (for private limited company); certified true copy each of Forms 8, 23, and 49 (for limited company) and certified true copy each of Forms 79, 80/80H and 83/83H (for foreign company);

- original letter of authorization to be adopted on company's letter head and duly signed by a director or such other authorized person of the company on the appointment of a company's authorized representative for the purpose of the company's application and subscription of the UniFi Service and all other matters incidental thereto;
  - original NRIC or MyPR or Passport or MyKAS of authorized representative of the company;
  - where specifically required by TM, certified true copy of the company's board of directors' resolution on the company's approval for the subscription of the Service;
- iii. For Government of Malaysia and/or its agencies:
- original letter of approval and authorization from the relevant Ministry or agency on the approval for the subscription of the Service and the appointment of an authorized representative for the purpose of the application and subscription of the Service and all other matters incidental thereto;
  - original NRIC or MyPR of authorized representative of the Government of Malaysia or the relevant agency; and
- iv. For any other entity:
- supporting documents as shall be reasonably required by TM;
  - original letter of approval and authorization from the relevant entity on the approval for the subscription of the Service and the appointment of an authorized representative for the purpose of the application and subscription of the Service and all other matters incidental thereto, and
  - original NRIC or MyPR or Passport or MyKAS of authorized representative of such entity;

whereby appropriate number of copies of the required documents will be kept by TM for record purposes.

5.4. 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.

5.5. The Customer is allowed to subscribe for three (3) Business Broadband Service per installation address and in any case, up to a maximum of twelve (12) Business Broadband at twelve (12) separate installation addresses. 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.

## **6. Credit Limit**

Customer agrees that TM may, at any time and from time to time and without in any way waiving any of its right herein, implement credit limit to Customer's usage of the Service subject to the following:

- I. TM shall endeavour to provide prior notice to Customer i.e via bill, written notice or notification updates via TM's website on the credit limit implementation;
- II. any credit limit imposed shall operate as the maximum amount permissible for total charges outstanding inclusive of unbilled charges and the limit may, from time to time, be reviewed at TM's discretion;
- III. TM may block, suspend or terminate Customer's use of the Service once the credit usage has reached or exceeded its limit;
- IV. Credit limit as may be imposed by TM to its customers may vary with each customer depending on the type of package subscribe. The prevailing credit limit (if any) shall be specified in the Bill;
- V. Customer shall solely be responsible to observe the credit limit as imposed, TM shall not in any way be responsible in ensuring that Customer's usage of the Service will not exceeds its limit; and
- VI. Notwithstanding the implementation of the credit limit as aforesaid, Customer acknowledges that TM may, at its absolute discretion, suspend the availability of or terminate the Service in the event of failure by Customer to pay any outstanding sum for the Service as and when it falls due or, for failure by 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.

## 7. Service Availability

- 7.1. Upon receipt by TM of all the supporting documents specified in clause 5.3 hereof, TM shall register the Customer's application and verify and confirm availability of the Service at the Customer's designated address as stated in the Customer's Application Form ("**Designated Address**").
- 7.2. 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.
- 7.3. 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 7 hereof, unless specified.
- 7.4 For avoidance of doubt and subject to Clause 9.1 hereof, TM shall not be responsible or liable for any problem arising between the Customer and TM in its capacity as the telephone line providers that may affect the availability of the Service. If there should be any interruption or termination of the Customer's fixed telephone line account by TM, this will affect the availability of the Service in which event, TM reserves the right to terminate the Service accordingly.

## **8. Online subscription from UniFi.com.my**

- 8.1. The Customer undertakes that any representation made is legitimate and TM reserves the right to rely on the representation in order to proceed with the online subscription. TM reserves the right to make further inquiry to the applicant in the event of any uncertainty of the online representation made by Customer or its authorised representative.
- 8.2. The Customer undertakes any documentation presented for the purpose of online subscription is true, accurate, current and complete and shall be kept in TM's record and is be admissible in any court of law and conclusive documents.
- 8.3. The Customer agrees to the pre-authorized payment of RM 1 required which the amount will be credited from the credit card or debit card. The pre-authorized payment is required for all online subscription (new installation) via UniFi.com.my. The RM 1 will then be refunded within 7 – 16 days to the credit/debit card account. TM will not be responsible for any fraud or misuse of the credit/debit card and all payments received are deemed legitimate upon approval by the card issuing bank.
- 8.4. Customer shall be subjected to Advance Payment (unless otherwise advised by TM) for application made through online sales interest form

## **9. Installation & Account Activation**

- 9.1. Unless otherwise arranged or provided to the Customer, TM and/or it's 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 equipment required for the Service:
  - i. Telephone line through TM fixed line only;
  - ii. AC power supply for Streamyx modem;
  - iii. Hubs, Routers, Servers (for Networking purposes);
  - iv. Internal wiring;
  - v. Personal computer (with CD Drive and LAN connection card (NIC)) and must conform with the specifications described by TM upon registration;
  - vi. DSL Modem (if modem is not leased from TM as part of the package subscribed);
  - vii. 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
  - viii. 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 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 7.1 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 Internet access to the Customer's Equipment regardless of the usage.
- 10.3. 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. In the event that the telephone line used as a medium to connect to the Service is disconnected for any reason whatsoever, the Customer shall continuously be responsible to pay the monthly subscription fee for the Service.



## **10A. Advance Fee**

For every unifi service application made without MyKad verification, Customer will be subjected to an upfront payment of RM200.00. 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 first or second month bill, depending on the billing cycle. TM reserves the absolute right to terminate the account in the event no advance payment is received within thirty (30) days from the date of Service Activation. The amount will be credited into the Customer's unifi Service account.

## **11. Payment**

- 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 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.

## **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 Service Package Plan**

- 13.1. The Customer is not allowed to downgrade the Service package plan during the Minimum Subscription Period.
- 13.2. Subject to Clause 13.3 and 13.4 hereinafter mentioned, the Customer may upgrade the Service package plan during the Minimum Subscription Period.
- 13.3. Any request by the Customer for upgrades or downgrades of his Service package plan after the Minimum Subscription Period shall be subject to TM's written approval which consent shall not be unreasonably withheld. For any allowable upgrades or downgrades as aforementioned, installation, activation and any other applicable fees will be charged to the Customer at a rate specified by TM from time to time.
- 13.4. The Customer may request for upgrades of his Service package plan at any time during the Term of this Agreement subject to the upgrade rate as may be prescribed by TM which shall be payable upon such application to upgrade. For the avoidance of doubt, in the event of termination of the Service before the expiry of the Minimum Subscription Period, the Customer shall be liable to pay the upgrade rate of Service fees for the remainder of the Minimum Subscription Period.

### **13A. Change of Service due to Migration**

- 13A.1 As TM is continuously upgrading its network infrastructure nationwide and whenever fibre infrastructure is available at Customer's installation address, (i) TM shall provide sufficient notice to the Customer of such availability; and (ii) the Customer agrees and hereby provides consent to TM to proceed with the migration of the Customer's current service.
- 13A.2 Further to the above, the Customer acknowledges, understands and agrees that (i) the Customer's existing broadband subscription will be upgraded to unifi fibre plan at the future price offerings for such unifi fibre plan, and (ii) hereby allow TM to do the necessary in order to successfully implement the migration works including permitting entry to proceed with installation work within the Customer's premise.

### **14. Customer's Responsibilities**

- 14.1. The Customer shall:
  - i. be responsible for the set-up or configuration of his own equipment for access to the Service;
  - ii. ensure his readiness for installation of the Service on the appointment date in accordance with Clause 7 hereof;

- iii. comply with all notices or instructions given by TM from time to time in respect of the use of the Service;
- iv. be solely responsible for obtaining, at his own cost, all licences, permits, consents, approvals, and intellectual property or other rights as may be required for using the Service;
- v. comply with the rules of any network to which the Customer has access through the Service;
- vi. 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;
- vii. be solely responsible for all information retrieved, stored and transmitted by the Customer through the use of the Service;
- viii. obtain TM's prior approval before making any changes to the network configuration and interconnecting the private network to any public network;
- ix. be responsible for ensuring that the Customer's personal computer is equipped with network card;
- x. 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;
- xi. pay and settle all fees and any other charges due to TM in accordance with this Agreement;
- xii. abide and adhere to the terms and conditions of this Agreement; and,
- xiii. 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. Prohibited Use**

### 15.1. The Customer shall:-

- i. not use the Service for any unlawful purpose including without limitation for any criminal purposes;
- ii. 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;
- iii. not compromise or infect any systems with computer viruses or otherwise;
- iv. not infringe any intellectual property rights of TM, its related companies and subsidiaries or any third party;
- v. not gain unauthorised access to any computer system connected to the Internet or any information regarded as private by any person including a company or corporation;
- vi. 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 is subscribed

- vii. not resell or sublet the Service to any third parties without prior written consent from TM; and,
- viii. 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.

## **16. Security and Other Features**

- 16.1 The Customer shall take all such measures as may be necessary to protect his own system and network.
- 16.2 The Customer shall be responsible for maintaining the confidentiality of his passwords, if any, (including without limitation changing his passwords from time to time) and shall not reveal the same to any other person. Where user identification is necessary to access the Service, the Customer shall use only his user identification.
- 16.3 The Customer shall report to TM within twenty four (24) hours if the User Account, user identification or password is stolen or lost. 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 unauthorised use of the Service as provided in this Agreement.

## **17. Leased Equipment**

- 17.1 In connection with any Leased Equipment that may be provided by TM for use of the Service the Customer shall:
- i. take appropriate measures to safeguard the Leased Equipment;
  - ii. properly maintain and keep the Leased Equipment at a safe place;
  - iii. adhere to all instructions and notice (written or otherwise) given by TM from time to time regarding the use of such Leased Equipment;
  - iv. 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;
  - v. 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;
  - vi. be liable to pay TM for any Leased Equipment which the Customer fails to return or surrender to TM upon termination of the Service;

- vii. 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
  - viii. 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.
- 17.2. 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.

## **18. Customer's Equipment Installation, Security & Maintenance**

- 18.1 The Customer shall prepare all applicable Customer's equipment at the Designated Address in accordance with Clause 7 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.
- 18.2 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.
- 18.3 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.
- 18.4 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.
- 18.5 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.

- 18.6 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.
- 18.7 As part of TM's compliance to safety regulation by the Department of Occupational Safety and Health Malaysia (Ministry of Human Resource) on the Prevention of Falls at Workplaces (JKKP DP/G 127/379/4-35 : MARCH 2007) policy, Customer has to ensure installation site is free from any danger that may cause hazard to TM. If upon assessment by TM that hazard is present, Customer is responsible to correct the situation/condition at its own cost. Should the Customer refuse/fail to correct the situation/condition, TM has the right to cancel the installation. If the cancellation/ termination is attributed by the Customer, Customer shall be subjected to relevant charges, cost, penalty or credit limit rules (whichever is applicable) for the Services.
- 18.8 Save within installation warranty period, the Customer shall bear the cost for on-site support visit requested from TM at the rate of RM53.00 per visit or at such other current prescribed rate as shall be reasonably determined by TM from time to time. The charge is not inclusive of any materials or equipment replacement charges that the Customer may be required to pay TM.

## **19. 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.

## **20. Suspension of Service**

- 20.1 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:
- i. any fee and/or payment due hereunder for the Service provided is not settled in full on due payment date;
  - ii. in the event the Customer fails to comply with the terms of this Agreement;

- iii. any scheduled or unscheduled outages occur which cause interruption to the Service, including but not limited to maintenance of TM's equipment or systems.
- iv. the Customer provided false or incomplete information to TM;
- v. when the Customer become bankrupt or insolvent;
- vi. in any Force Majeure event; or (g) the Customer is in breach of any rules, regulations, by laws, acts, ordinances;
- vii. termination/suspension of TM fixed line which leads to termination of broadband service. For avoidance of doubt, any suspension or termination of the relevant Service shall not prejudice the right of TM to recover all charges, costs, and interests due and any other incidental damages incurred thereto.

## **21. Change of Customer's Details**

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.

## **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:

- i. the other breaches any term, condition, undertaking or warranty under this Agreement and such breach shall remain unremedied for a period of thirty (30) days after receipt of the written request to remedy the same;
- ii. 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,
- iii. any event of Force Majeure occurs as specified in Clause 33 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:

- i. fails to comply with TM's policy(ies) and/or instruction(s) communicated to the Customer, in writing; or,

- ii. 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.

22.3 Notwithstanding the above, TM may terminate the Service under this Agreement immediately, without penalty, if:

- i. 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.
- ii. 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 20.1 (i) above; and/or,
- iii. the Customer provided false or incomplete information to TM.

22.4 Such termination, as hereinbefore mentioned in Clauses 22.1(i) and 22.1(ii), shall not prejudice the right of TM to recover all charges, costs, and interests due and any other incidental damages incurred thereto.

22.5. In reference to clause 13A.1 above with regard the consent to migrate and/or upgrade the Customer's unifi Fiber plan and without prejudice to any other rights or remedies of TM under this Agreement or at law, where the Customer refuses to migrate and/or upgrade the subscription to unifi Fiber plan upon availability of the fiber infrastructure at the Customer's registered installation address, TM may terminate this Agreement by giving the Customer fourteen (14) days' notice in writing and this Agreement will be terminated after the expiry of such notice. Upon such termination, the Customer agrees and allows TM to do the necessary in order to complete the termination process including permitting entry to proceed with dismantling work within the Customer's premise, if necessary, and any cost related to such activity/process shall be borne by the Customer.

22.6 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.

22.7 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).



- 22.8 Subject to Clause 22.5 aforementioned, any termination (based on service number) shall be subject to thirty (30) days Quarantine Period from the date of termination.
- 22.9 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.
- 22.10 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.

## **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 damage 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 endeavours 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**

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 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 are 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 unifi 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:

- i. he has the legal capacity to enter into this Agreement and is not a minor; and
- ii. 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:

- i. 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;
- ii. 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 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.

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