

MULTI-LINE SIP TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SIGN UP FOR THE MULTI-LINE SIP SERVICES ("SERVICES"). 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 THE SERVICES PROVIDED BY TELEKOM MALAYSIA BERHAD ("TM"). TM RESERVES THE RIGHT TO UPDATE OR REVISE THESE TERMS AND CONDITIONS FROM TIME TO TIME FOR ANY REASON WHATSOEVER OR IF UPDATING OR REVISION FROM TIME TO TIME IS REASONABLY NECESSARY IN THE INTEREST OF AND FOR ENSURING A FAIR LEVEL OF AVAILABILITY OF THE SERVICES TO A MAJORITY OF TM'S SUBSCRIBERS. TM MAY GIVE NOTICE OF AMENDMENT TO THE CUSTOMER IN SUCH A MANNER AS TM DEEMS NECESSARY AND APPROPRIATE. CONTINUATION IN THE ACCESS OR USE OF THE SERVICES SIGNIFIES ACCEPTANCE OF THE CHANGES TO THESE TERMS AND CONDITIONS.

The terms herein shall be in addition to the terms and conditions of the Services as specified on the Application Form (if any). In the event of inconsistencies between any of the provision of these Terms and Conditions and the terms as specified on the Application Form, the terms there under shall prevail to the extent of any inconsistency.

1. THE SERVICE

TM is involved in, amongst others, the provision of telecommunications services and at the request of the Customer, agrees to provide to the Customer the Services on TM's Network, which will allow the Customer the access to the Services on the terms and conditions set forth herein.

2. DEFINITIONS AND INTERPRETATION

"Activation Date" means the date on which the Services 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, the terms and conditions there under and these terms and conditions;

"Application Form" means the application form or such other form as TM may prescribed from time to time to which these terms and conditions are referred to (in addition to the terms and conditions as specified on the Application Form) requesting particulars and information from an applicant offering to become a Customer (hereinafter defined);

"Customer" under this Agreement shall mean a corporate body, partnership, associations, company, government and/or non-government organization or any natural person other than a minor whose application to enter into this Agreement is accepted by TM and shall include his/its personal representative, administrator, successors and permitted assigns, as the case may be, and is synonymous with the term "subscriber" or "applicant" wherever used in other correspondence or documents;

"Customer's Equipment" means the equipment referred to in Clause 7 herein or such other equipment belonging to the Customer to be made available by the Customer at the Installation Address for the purpose of the provision of the Services;

"Fees" means one time charge and monthly recurring charges (rental charges and usage fee) at the applicable rate indicated in the Quotation or at such other prevailing rate as may be determined by TM from time to time chargeable by TM to the Customer for the provision of the Services and all other charges to be paid by the Customer to TM in relation to the provision of the Services;

"Force Majeure Events" means the events as specified in Clause 31 herein;

"HSBB Area" means high speed broadband area as designated by TM from time to time;

"Installation Address" means the address specified by the Customer in the Application Form where the Services will be installed;

"Minimum Subscription Period" means the minimum period for the subscription of the Service by the Customer as specified in the Application Form or, in the absence of any specified minimum period there under, a period of twelve (12) months from the Activation Date of the Services;

"Network" means a network comprising a system, or a series of systems that carries or is capable of carrying communications through any acceptable medium of access by means of guided or unguided electromagnetic energy or both;

"Quotation" means the quotation provided to Customer and attached to the Application Form incorporating specific package of the Services offered to Customer inclusive of description of the Fees and other details;

"Registration" means the effective date of the registration of the Customer's subscription of the Services, being the date upon which TM approves the Customer's application for the Services;

"Services" means the multi-line SIP services incorporating multiple voice line over IP;

"SIP" means Session Initiation Protocol, an internet protocol platform used for the provision of the Services;

"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's Equipment" means any equipment owned by TM and includes such equipment leased to the Customer or installed at the Installation Address including Set-Top Box (STB), Broadband Termination Unit (BTU), Business Gateway (BG) and Single Line Telephone or Cordless Phone or any part thereof and such other equipment or modem provided by TM to enable usage of the Services by the Customer, as may be determined by TM from time to time.

"User Account" means an account under the name of the Customer in relation to the Services subscribed by the Customer.

Words 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.

Words denoting natural persons include bodies corporate, partnerships, sole proprietorship, joint ventures and trusts.

3. AGREEMENT PERIOD AND COMMENCEMENT OF SERVICES

3.1 This Agreement shall be effective after the 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. TM shall reserves the right to reject or decline any application or the Registration subject to the Customer being informed of the ground for any rejection.

3.2 The Services shall commence after the successful completion of the Services installation, whether by TM, its appointed contractor or the Customer itself (as applicable) and upon the date on which the Services are activated for the Customer by TM.

4. MINIMUM SUBSCRIPTION PERIOD

4.1 Customer shall subscribe to the Services for a period of not less than the Minimum Subscription Period effective from the Activation Date or in the event of any promotion held by TM for the Services, 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, the Services and 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 SERVICES

5.1 Subject to Clause 5.3 above, the Customer may apply for the Services directly with TM's authorized representative or in such other manner as may be prescribed by TM from time to time. The Services are available within selected HSBB Area and for business or other category of Customer as shall be approved by TM.

5.2 Upon submission of the Application the Customer shall ensure that all information (and documents) submitted to TM for the purpose of subscribing to the Services (including information requested to be submitted with the Application Form or information upon TM's request) are accurate, true, 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 is required to submit to TM the following supporting documents for verification by TM's authorized representative during application, registration and installation processes together with the Customer's signed and completed Application Form:

- For sole proprietor:
 - Original NRIC/MyKad or MyPR or Passport (with at least a minimum of 24 months validity) or MyKAS and original Certificate of Business Registration;
 - 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 Services and all other matters incidental thereto;
 - original NRIC or passport 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 Services;
 - 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 Services 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 of authorized representative of the Government of Malaysia or the relevant agency; and
 - For any other entity:
 - supporting documents as shall be reasonably required by TM; and
 - original letter of approval and authorization from the relevant entity on the approval for the subscription of the Services and the appointment of an authorized representative for the purpose of the application and subscription of the Services and all other matters incidental thereto, and
 - original NRIC or passport of authorized representative of such entity;
- and appropriate number of copies of the required documents will be kept by TM for record purposes.

5.4 For the purpose of installation of the Services at the Installation Address, the Customer shall submit to TM's authorised representative prior to any installation date an official letter of confirmation and authorization from Customer nominating Customer's authorised person as named thereunder (inclusive of authorized person's particulars of NRIC/MyKad/MyPR/MyKAS/Passport, as the case may be, and certified true copy thereof together with authorized person's specimen signature) for the purpose of service acceptance and/or for any matters in connection with Customer's application for the Services. Customer warrants with TM to be fully responsible for any act or decision or confirmation made by Customer's authorized representative and if so required by TM, shall further submit further written or oral confirmation to such effect either by email, fax or telephone or by such other medium as may be reasonably determined by TM.

5.5 Application, Registration and installation of the Services will only be attended to by TM when the Customer or the Customer's authorized representative is physically present during the process of application, Registration and installation, as the case may be.

5.6 TM shall be entitled, at its absolute discretion, to reject or suspend the Customer's application or Registration or installation of the Services (a) if Customer is blacklisted in TM's system and record due to outstanding or non-payment of subscription fee or charges for any of TM's or its affiliates' services and subscribed by the Customer; or (b) subscription by the Customer of any of TM's or its affiliates' services is suspended or terminated for any reason attributable to the Customer's default; or (c) if the Customer has criminal record or attempt to defraud TM; or (d) TM is of the reasonable opinion that Customer will use the Services for any illegal activities; or (e) upon Customer's credit or other worthiness check, TM is of the reasonable opinion that the Customer may not likely be able to perform its obligations under the terms herein. Subject however that in case of the matter falling under Clause 5.7(a) above, TM may, at its absolute discretion, consider the Customer's application when all outstanding payment due to TM or its affiliates has been fully paid.

5.7 Customer agrees that notwithstanding acceptance by TM of Customer's application and/or Registration of the Services, the Customer hereby consent to and allows TM to attend to credit or other worthiness check on the Customer or the Installation Address where the Service will be or has been installed and if, in the reasonable opinion of TM, the Customer may not likely be able to perform its obligations under the terms herein or if the Customer's premises may likely or is used for any illegal activities, TM may cancel or suspend or terminate the Customer's subscription or installation.

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

6. SERVICE AVAILABILITY

6.1 Upon receipt by TM of all the supporting documents specified in Clause 5.3 hereof, TM shall consider Customer's application and if approved, register the Customer's application and verify and confirm availability of the Services at the Installation Address as stated in the Application Form.

6.2 In the event that the Services are not available in the Installation Address, TM may inform the Customer and the Customer's application will be kept in TM's record on waiting list basis pending availability of the Services at the Installation Address. Where the Customer's application is recorded as on waiting list basis, TM makes no guarantee or warranty to the Customer that the Services will become available at the Installation Address, and TM shall not be held liable or responsible in the event that TM are unable to provide the Customer with or facilitate availability of the Services at the Installation Address due to any reason beyond the control of TM.

6.3 In the event that the Services are available at the Installation Address and if the Customer's application is approved, TM shall forthwith fix an appointment for and carry out the installation of the Services for the Customer in accordance with the provisions of Clause 8 hereof, unless specified otherwise in this Agreement or the terms and conditions of attached to the Application Form. Customer understand that notwithstanding that the Customer's application is approved and that the Services may be made available, (a) final availability on connectivity will be subject to infrastructure readiness and technical testing within the affected HSBB Area, and (b) final availability of range of telephone numbers as specified in the Quotation for the Services will be subject to availability prior to time of installation.

6.4 For avoidance of doubt, TM shall not be responsible or liable for any problem arising between the Customer and TM (and not attributable to wilful default or gross negligence of TM) that may affect the availability of the Services.

7. INSTALLATION & ACCOUNT ACTIVATION

7.1 Unless otherwise arranged or provided to the Customer, TM and/or its appointed contractor shall fix an appointment date with the Customer for installation of the Services at the Installation Address by TM and/or its appointed contractor.

Appointment and installation shall only be fixed and take place during working days, being any day from Monday to Thursday only and TM reserve the right to propose and determine any appointment date as it deem appropriate. Appointment and installation shall further be subject to the Customer confirmation with TM on the readiness and availability of all the following basic equipment required for the Services:

- Internet Protocol Private Branch Exchange (IPPBX) that must be compatible with TM's system;
- Business Gateway(BG) (to be supplied by TM);
- AC power supply for multi-line SIP equipment and/or modem;
- Internal wiring from DP Box/SDF/MDF up until IPPBX is located/installed;
- Approval in writing of the developer or building management corporation or the building owner, in the event that the Installation Address is located at high rise building that need the said approval for the installation of the Services; and
- Any other requirement as specified in the Application Form and the attachment thereof or as TM may notify to the Customer from time to time.

7.2 Upon TM's satisfaction that the Customer is ready with all the basic equipment required for the Services as specified in Clause 7.1 above, TM and/or its appointed contractor shall confirm the appointment date and TM and/or its appointed contractor shall endeavour to carry out the installation of the Services at the Installation Address within twenty four (24) hours from TM's confirmation thereof, (during working hours of 9am to 5pm and working days (from Monday to Thursday only) or at such other time as may be agreed by the Parties unless installation could not be completed due to failure or non-compliance by Customer of any of the terms herein or as a result of force majeure or due to any other event beyond the reasonable control of TM. Should the installation and service activation cannot be completed on the same day for any reason whatsoever, TM will arrange with Customer for another appointment date to complete the installation.

7.3 Customer agrees that any cancellation or deferment of installation appointment by the Customer once appointment is fixed including deferment or cancellation once TM's authorized personnel or appointed contractor is already at the Installation Address shall be subject to a charge at the rate as specified in Clause 8.7(i) hereof..

7.4 Customer agrees that TM's Equipment termination point shall be at the relevant DP Box/SDF/MDF or at the nearest fiber cable point of entrance. For the purpose of installation, TM or its appointed contractor is duly authorized to attend to any wall drilling, visible wiring work and any equipment set up and testing and such other incidental works for the purpose of installation.

7.5 A site survey may be conducted by TM or its appointed contractor at the Installation Address to verify and confirm availability of the Services at the Installation Address. Customer acknowledges and agrees that the installation of the relevant TM's Equipment or other equipment for the Services may require several construction works. Any requirement by Customer for the installation of wiring inside any wall of Installation Address shall be at Customer's cost and engagement of external contractor for such purpose shall be Customer's sole responsibility.

7.6 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 to enable Customer to secure readiness of the basic equipment without charge on rental portion of the Services save and except for any usage fee. 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 Services, 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 Services 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 Services subject to availability of the Services at the relevant point in time.

7.7 For installation at Installation Address located within a high rise building, TM will not be responsible for any damages due to building's internal wiring by building owner. Customer shall indemnify TM against any claim by any party including building owner or management corporation for any damage not due to the fault or negligence of TM. For any request by Customer for any re-wiring or re-installation, TM shall have the right to charge Customer a re-wiring charge and/or re-installation charge for such reasonable sum as may be determined by TM from time to time.

7.8 TM shall not be responsible for service downtime and any damages resulting from construction and renovation done by Customer or any third party, during or after the installation of the Services.

7.9 Customer or its authorized representative must sign off Service Acceptance Form upon the completion of installation and service activation.

7.10 Customer must notify TM prior to relocation of the Installation Address and where TM agrees to provide the Services at relocated premise of Customer, a one time fee as specified in Clause 8.6 hereof shall be imposed and Customer agrees to bear for such fee. Customer shall ensure that TM's Equipment to be relocated shall be in good order and working condition and provide TM with new installation and billing address (if applicable). TM has right to terminate the Services if relocation cannot be entertained by TM for any reason whatsoever in which event, Customer shall return TM's Equipment to TM or its authorized representative.

7.11 Customer agrees that TM shall be entitled to suspend or cancel any installation of the Services at the Installation Address and/or terminate the Customer's application for subscription if, in TM's reasonable opinion, the Installation Address is conducting an illegal or suspicious activity(ies) or such premises may potentially be used for any of the aforesaid activity(ies).

8. FEES

- One time charge and monthly recurring charges for the Services shall be at the applicable rate indicated in the Quotation and/or at such rate as may be prescribed by TM from time to time and available at www.tm.com.my.
- The Customer shall be liable for and shall promptly pay to TM, within the time period specified in TM's bill for the Services, all charges, fees, rentals, costs or other amounts whatsoever as shown in TM's bill.
- In the event of suspension or termination of the Services or this Agreement at any time during the Minimum Subscription Period, except where such termination arises from TM's material breach or wilful default or due to Force Majeure Event, then the Customer shall be liable to pay to TM, in addition to all outstanding Fees and charges as at suspension or termination, a sum of RM200.00 as agreed liquidated damages for early suspension or termination.
- Any request for any downgrade of the Services shall be subject to a fee of RM200.00 whether such downgrade occurs during or after the Minimum Subscription Period. No additional fee shall be chargeable for any request from Customer for an upgrade of the Services.
- For any request for relocation of the Services by Customer and subject to TM's agreement, Customer shall be charged a one time fee of RM200.00.
- Customer agrees to pay TM administrative fees in the amount and under the following circumstances:
 - for deferment of installation and/or service activation – RM200.00;
 - for transfer of ownership of the Services – RM10.00;
 - for voluntary suspension of Services – RM10.00;
 - for reconnection of the Services – RM10.00; and
 - for number modification and special number fee – RM50.00.
- In the event that the medium to connect to the Services are disconnected for any reason whatsoever, the Customer shall continuously be responsible to pay the monthly recurring charges for the Services.
- Where Customer subscribe the Services with TM's offer for free subscription fee for a duration of an agreed period but terminates the Services prior to the expiry of the Minimum Subscription Period, the Customer shall be liable to pay TM the Fees for the duration of the free subscription period and any outstanding amount thereof will be included in TM's bill.

9. PAYMENT, BILLING AND CREDIT LIMIT

- 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% per month to be calculated from the due date to the date of full payment.
- TM will issue the bill on monthly basis and the billing date will commence from the Activation Date.
- For the purpose of ensuring that Customer will receive bill for the subscription of the Services, the Customer shall be fully responsible on the accuracy of its billing address and email address as provided in the Application Form. Online bill will be made available to Customer on monthly basis via Online Customer Centre portal and the Customer agrees to verify bill made available online from time to time. Customer may elect to subscribe for printed/paper bill at a fee of RM8 per month or at such other fee as may be reasonably determined by TM from time to time. Customer is obligated to do reasonable inquiry in the event that the Customer has not received the bill within the expected period. Customer hereby acknowledges that failure by the Customer to check and verify bill via online or the 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. Customer agrees that statement of account as provided in the bill or any other statement of account for the subscription of the Services issued by TM and the amount stated there under shall be conclusive evidence in any proceedings between the Customer and TM and shall be final and binding against the Customer save and except for any manifest error.
- TM shall investigate any billing dispute by Customer if written submission of any dispute is made by the 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.
- Without prejudice to and on other rights of TM, Customer acknowledges that TM may, at its absolute discretion, suspend the availability of or terminate the Services and/or place the Customer on TM's blacklist in the event of failure by Customer to pay any outstanding amount for the Services. Suspension of the Services as a result of breach by the Customer or by the Customer's own election or under any of the circumstances as provided in this Agreement shall not prejudice the right of TM to continuously bill the Customer for the subscription fees and/or recover all other charges, costs, and interests due and any other incidental charges incurred during the period of suspension and the Customer agrees to pay TM the aforesaid payment when due.
- Customer agrees that TM may implement credit limit to Customer's usage of the Services subject to prior notice to Customer either by direct communication to Customer via written notice or email or notification and updates via TM's website. If implemented, Customer further acknowledges that TM may block Customer's usage of the Services once the credit usage has reached its limit. Customer further understands that credit limit as may be imposed by TM to its customers may vary with each customer.
- Customer acknowledges and agrees that TM may offset any outstanding payment from Customer with any refund of any unclaimed money that may be due to Customer. For this purpose, 'unclaimed money' means all sums of money which are legally payable to the Customer and have remained unpaid for a period of not less than one (1) year after they have become payable.

10. ALTERATION/MODIFICATION

Any alteration/modification/restoration/investigation to the Services or Services configuration of the Services based on the Customer's request is chargeable to the Customer at a rate as specified under Clause 8.7 or at such any applicable prevailing rate as may be specified by TM from time to time.

11. CHANGE OF SERVICE PACKAGE PLAN

- Any request by the Customer for upgrades or downgrades of its Services package plan shall be subject to TM's written approval which approval shall not be unreasonably withheld. For any allowable downgrade as aforementioned, installation, activation and any other applicable fees will be charged to the Customer at a rate specified in Clause 8.5 hereof.
- Customer is only allowed to upgrade or downgrade the Services package plan after the expiry of two (2) working days from the Activation Date.

12. CUSTOMER'S RESPONSIBILITIES

- The Customer shall:
 - be responsible for the set-up or configuration of Customer's Equipment for access to the Services and its security;
 - ensure its readiness for installation of the Services on the appointment date in accordance with Clause 7 hereof;
 - comply with all reasonable notices or instructions given by TM from time to time in respect of the use of the Services;
 - be solely responsible for obtaining, at its own cost, all licenses, permits, consents, approvals, and intellectual property or other rights as may be required for using the Services;
 - comply with the rules of any Network to which the Customer has access to the Services;
 - comply with and not contravene any and all applicable laws and regulations of Malaysia, whether relating to the Services or otherwise including but not limited to the Communications and Multimedia Act, 1998;
 - be solely responsible for all information retrieved, stored and transmitted by the Customer through the use of the Services;
 - obtain TM's prior approval before making any changes to the Network configuration and interconnecting the private Network to any public Network;
 - provide basic infrastructure for installation of the TM's Equipment including but not limited to internal wiring and in the event that the Customer is not leasing the TM's Equipment from TM, the Customer shall be responsible for purchasing the equipment at its own cost to enable connectivity of the Services;
 - be responsible for any change and cost associated to any modification made to the external or internal wiring for connectivity of the Services. If Customer attend to any renovation work that obstruct any access to any drop wire termination point, any necessity for the relocation of drop wire termination point as determined by TM shall be at Customer's cost. Save as aforesaid, any cost associated with relocation of drop wire termination point solely as a result of TM's requirement shall be borne by TM;
 - pay and settle all fees and any other charges due to TM in accordance with this Agreement;
 - abide and adhere to the terms and conditions of this Agreement inclusive of the additional terms and conditions as specified in Schedule 1 hereof and the terms and conditions as specified under the Application Form; and
 - be responsible to maintain in good condition any TM's Equipment. In the event any of the TM's 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 TM's Equipment according to its depreciated value, as reasonably determined by TM.

13. PROHIBITED USE

- 13.1 The Customer shall:-
- (i) not use the Services for any unlawful purpose including without limitation for any criminal purposes;
 - (ii) not use the Services 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 unauthorized 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 Services with any person including a company or corporation without the prior written approval of TM and shall use the Services only for the purpose for which it is subscribed;
 - (vii) not resell or sublet the Services to any third parties without prior written consent from TM; and
 - (viii) not use the Services in any manner, which in the opinion of TM may adversely affect the use of the Services by other customers or efficiency or security as a whole.

14. SECURITY AND OTHER FEATURES

- 14.1 Customer shall take all such measures as may be necessary to protect the IPPBX and/or own system/ Network (if any).
- 14.2 The Customer shall be responsible for the safety, security and maintaining the confidentiality of their passwords, and/or user identification, if any as may be provided by, (including without limitation changing their passwords or user identification from time to time) and shall not reveal the same to any other person. Where user identification is necessary to access the Services, the Customer shall use only their user identification. TM disclaims any liability for any unauthorized use by third party of any password or user identification of Customer.
- 14.3 TM shall not be held responsible for any prohibited and/or unauthorized use of the Services as provided in this Agreement.

15. TM'S EQUIPMENT

- 15.1 In connection with any TM's Equipment that may be provided by TM for use of the Services, the Customer shall:
- (i) take appropriate measures to safeguard the TM's Equipment;
 - (ii) properly maintain and keep the TM's 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 TM's Equipment;
 - (iv) be responsible for all costs of repairs incurred in relation to the TM's Equipment in the event it is proven that any fault in such TM's Equipment whether by act or omission is caused by the Customer;
 - (v) return and surrender the TM's 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 Services;
 - (vi) be liable to pay TM for any TM's Equipment which the Customer fails to return or surrender to TM upon termination of the Services;
 - (vii) not hold TM liable in the event that the Customer's Equipment and/or other devices is damage due to, including but not limited to, flood or fire or lightning strike whilst using the TM's Equipment; and
 - (viii) not hold TM liable or responsible in the event that TM are unable to replace or change the TM's Equipment to a similar model or type as the existing TM's Equipment and TM reserves the right to replace the TM's Equipment to any model or type available at the relevant time, at TM's sole discretion.
- 15.2 In the event of any interruption, loss or unavailability of the Services and/or any technical faults encountered with the TM's Equipment, the Customer may request for technical support and basic troubleshooting of the same from TM. Upon visiting the Installation Address, if TM and/or its appointed contractor determines that such interruption, loss or unavailability of the Services are not attributable to or caused by any fault in the TM's Equipment or TM's Network, then TM reserves the right to impose reasonable 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 Installation Address.

16. CUSTOMER'S EQUIPMENT INSTALLATION

- 16.1 Customer shall, at its own costs and expenses, prepare all applicable Customers' Equipment at the Installation Address in accordance with Clause 7 herein and/or any other specifications TM may provide to the Customer in relation to the Services. The Customer shall further ensure that the 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 Customer's Equipment by TM.
- 16.2 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.
- 16.3 In the event that the Installation Address is located at high rise building that need the approval of the developer or the building management corporation or the building owner for the installation of the Services, as the case may be, the Customer shall ensure that it has obtained such consent to enable TM and/or its appointed contractor to attend to the installation without any disruption.
- 16.4 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.
- 16.5 TM and/or its appointed contractor shall not be liable or responsible for any technical problem, loss, interruption or unavailability of the Services, 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.
- 16.6 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 be 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.

17. LAWFUL PURPOSE

Customer shall only use the Services for lawful purposes.

18. SUSPENSION OF SERVICE

- 18.1 Without prejudice to any other rights or remedies and notwithstanding any waiver by TM of any previous breach by the Customer, TM may, with or without prior notice, suspend the Services for a period determined by TM in its sole discretion in the event that:
- (i) any Fee and/or payment due hereunder for the Services provided is not settled in full on due payment date; or
 - (ii) there is outstanding fee and/or payment due from the Customer for any of TM's or its affiliates' other services and subscribed by the Customer; or
 - (iii) the Customer fails to comply with the terms of this Agreement; or
 - (iv) any scheduled or unscheduled outages occur which cause interruption to the Services, including but not limited to maintenance of TM's Equipment or systems; or
 - (v) the Customer provided false or incomplete information to TM or TM is of the reasonable opinion that there is any fraudulent activity or unauthorized use of the Services.
- 18.2 In the event of any suspension of the Services by TM in accordance with Clause 18.1(i) or Clause 18.1(ii) or Clause 18.1(iii) hereof, TM may if it deems appropriate at it sole discretion and upon such terms, as it deems proper reconnect the Services, in which event the Services and this Agreement shall continue in effect as if the Services had not been suspended. TM shall have the right to impose on the Customer a reconnection fee at a rate as specified by TM from time to time.
- 18.3 For the avoidance of doubt, the abovementioned suspension exercise shall not prejudice the right of TM to continuously bill the Customer for the Fee and/or recover all other charges, costs, and interests due and any other incidental charges incurred during the period of suspension. In the event of non-payment by the Customer and subsequent suspension of the Services by TM, the Customer will still be liable to pay the Fee for the Services during the period of suspension. Further where the Customer defaults in payment, TM may at its discretion charge the Customer a reconnection fee for the Services at the rate stated in the Application Form or any other rate as may be prescribed by TM from time to time.

19. CHANGE OF CUSTOMER'S DETAILS

Customer undertakes to inform TM of any change of the Customer's information provided earlier to TM within fourteen (14) days of such changes.

20. TERMINATION

- 20.1 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; or
 - (ii) the other become or threatens or resolves to become insolvent or compounds with its creditors or makes arrangements with its creditors or goes into liquidation whether voluntarily (save for the purpose of a bona fide amalgamation, merger, consolidation or reconstruction without insolvency) or compulsorily; or has a liquidator, trustee, receiver or manager or receiver and/or manager appointed in respect of its business or undertaking or possession of its property or assets is taken by or on behalf of its creditors or debenture holders secured by a floating charge; or
 - (iii) ceases or threatens to cease to conduct its business in the usual or normal manner; or has an order made or a resolution passed for its winding up, otherwise than for the purposes of a reconstruction, merger, consolidation or amalgamation; or makes any application under Section 176, Companies Act 1965 (Act 125) or commences any similar proceeding or application under any laws, by-laws, regulations, rules or otherwise, or any procedures relating to reconstruction, adjustment of its debts, compromise or arrangements with its creditors; or
 - (iv) allow any judgment against either party to remain unsatisfied for the period of twenty-one (21) days; or
 - (v) any Force Majeure Events occurs, which continues for a period of more than sixty (60) days.
- 20.2 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 policies) and/or instruction(s) communicated to the Customer, in writing; or,
 - (ii) is in breach of any provision under Communications and Multimedia Act, 1998 or any other rules, regulations, by-laws, acts, ordinances or any amendments to the above.
- 20.3 Notwithstanding the above, TM may terminate the Services under this Agreement immediately, without prior notice and without penalty, if:
- (i) the Customer fails to make payment of any of the Fees, charges and/or any sum due to TM as and when it falls due.; or
 - (ii) there is outstanding fee and/or payment due from Customer for any of TM's or its affiliates' other services and subscribed by Customer; or
 - (iii) the Customer fails to comply with the terms of this Agreement, and TM, in its sole discretion is of the reasonable opinion that such breach cannot be tolerated ; or,
 - (iv) the Customer provided false or incomplete information to TM or TM is of the reasonable opinion that there is any fraudulent activity or unauthorized use of the Services.
- 20.4 Such termination, as hereinbefore mentioned in Clauses 20.1 or 20.2 or 20.3, shall not prejudice the right of TM to recover all charges, costs, and interest due and any other incidental damages incurred thereto.
- 20.5 Subject to Clause 3.2, Clause 4.2 and Clause 8.4 aforementioned, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- 20.6 Upon termination of the Service or the Agreement, all monies owing by the Customer to TM shall immediately become due and payable and the Customer shall upon demand by TM settle all amounts within the time stipulated by such demand. Customer shall forthwith return the TM's Equipment (if any) to TM in a good condition (fair wear and tear excepted).
- 20.7 Any Fee and/or charge paid by the Customer to TM pursuant to this Agreement shall not be refundable upon termination of the Services by the Customer or if the Service is terminated by TM in pursuant to the terms of this Clause 20.

21. DISCLAIMER/LIMITATION OF LIABILITY

- 21.1 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 Services and/or TM's Equipment for a particular purpose of the Customer.
- 21.2 Save for loss or damage due to injury or death arising from the gross negligence or willful default of TM, TM shall not be liable to the Customer for any indirect, consequential and incidental loss, cost, claim, liability, expenses, demands or damages whatsoever, loss of profits, loss of savings, loss of data or loss of business arising out of the Customer's failure or inability to use the Services or TM's Equipment provided by TM hereunder. TM's liability (if any) is limited to restore the Services and if necessary, to replace TM's Equipment or any part thereof if TM determines that the TM's Equipment is not in working conditions or faulty not due to the Customer's act or omission.
- 21.3 TM shall not be liable in the event that the Customer's own equipment and/or other devices are damage due to Force Majeure Event. TM's liability (if any) during installation and/or restoration of any reported faulty of the TM's Equipment shall not cover the wiring or cabling connecting the TM's Equipment or the Customer's equipment and the building management corporation or the building owner power house.
- 21.4 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 unless due to gross negligence or willful default of TM.
- 21.5 While every care is taken by TM in the provision of the Services, TM shall not be liable for any loss of information or data howsoever caused whether as a result of any interruption, suspension, or termination of the Services or otherwise, or for the contents accuracy or quality of information available, received or transmitted through the Services unless due to gross negligence or willful default of TM.
- 21.6 The Customer shall be solely responsible, and TM shall not be liable in any manner whatsoever, for ensuring that in using the Services, all applicable laws, rules and regulations for the use of any telecommunications systems, service or equipment shall be at all times complied with.

22. INDEMNITY

- 22.1 Customer undertakes and agrees to indemnify, save and hold harmless TM at all times against all actions, claims, proceedings, costs, losses and damages whatsoever including but not limited to libel, slander or infringement of copyright or other intellectual property rights or death, bodily injury or property damage howsoever arising which TM may sustain, incur or pay, or as the case may be, which may be brought or established against TM by any person including a

company or corporation whomsoever arising out of or in connection with or by reason of the operation, provision or use of the Services and/or equipment under and pursuant to this Agreement and which are attributable to the act, omission or neglect of the Customer, its servants or agents.

- 22.2 Customer understand that the Services are provided on best effort basis TM shall use its best endeavours to ensure the continuity and efficiency of the Services at all times but shall not be liable for any loss, damage, consequential or otherwise, arising out of any failure of the Services caused unless such default, error, omission or loss is due to the willful neglect or willful default of TM. Notwithstanding the aforementioned, the extent of TM's liability shall be limited to correcting the failure of the Services only.

23. CONFIDENTIAL INFORMATION

Save and except with the prior written consent of the other Party or as otherwise expressly permitted under this Agreement, 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 Services or discovered by him in the course of the provision and performance of the Services

24. COMPLIANCE

The Customer shall comply with and not to contravene any and all applicable laws and regulations of Malaysia relating to the Services or otherwise, including but not limited to Communications 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.

25. VARIATION

TM reserves the right to amend the terms and conditions herein contained at any time for any reason whatsoever as TM shall deem appropriate or, if amendment is reasonably necessary in the interest of and for ensuring a fair level of availability of the Services to a majority of TM's subscribers 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.

26. 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

27. ASSIGNMENT

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

28. BINDING ON SUCCESSORS

This Agreement shall be binding upon the successors and permitted assign of the Customer and upon the successors, substitute and/or assigns of TM.

29. INDULGENCE AND WAIVER

- 29.1 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.
- 29.2 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.

30. NOTICE

- 30.1 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 or ordinary post or legible telefax addressed to the Party at their address set out in the application form for the Services 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.

31. FORCE MAJEURE

- 31.1 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), electricity or power failure, cable cut, 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.

32. GOVERNING LAW/JURISDICTION

- 32.1 This Agreement shall be governed and construed in accordance with the laws of Malaysia and the parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

33. COSTS AND TAXES

- 33.1 Customer shall bear the stamp duty on this Agreement and/or the Application Form, as the case may be.
- 33.2 Any cost incurred in relation to preparation and legal vetting of this Agreement shall be borne by the Parties respectively.
- 33.3 Customer shall bear all service or Government taxes, levies and other costs imposed by law in relation to the provision of the Services by TM. In particular, where Goods and Service Tax ("GST") is applicable to TM as the supplier under this Agreement, TM is entitled to charge the GST payable to the Government on the Services and/or any services or equipment supplied to the Customer.
- 33.4 If TM is liable for GST as contemplated by Clause 33.3 then:

- (i) TM shall:
 - provide to the Customer information that may be reasonably required to establish its liability for GST; and
 - provide such information and documents as may reasonably be required by the Customer to enable the Customer to claim an input tax credit under the law applicable to GST ; and
 - (ii) where a taxable supply has been made and consideration charged but the applicable GST has not been charged, the increase in the consideration required by clause 33.3 shall be paid by the Customer.
- 33.5 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 reasonably incurred in respect of such collection or as may be determined by the Court of law.

34. CUSTOMER'S WARRANTIES AND ACKNOWLEDGEMENT

- 34.1 Customer hereby warrants that:
- (i) it has the legal capacity to enter into this Agreement; and
 - (ii) it has the required corporate/firm's authority to enter, execute and be bound by the terms and conditions of this Agreement.
- 34.2 Customer acknowledges that:
- (i) he has read and fully understood all the terms and conditions of this Agreement upon the signing of the Application Form in addition to the terms and conditions accompanying the Application Form and agrees to be bound by the same upon TM accepting the application; and
 - (ii) the details and documents provided to TM together with the Application Form are true, genuine and contain the latest information and allow TM to conduct independent verification of the same with any organization or body.

SCHEDULE 1 ADDITIONAL TERMS AND CONDITIONS

- TM shall endeavour to allocate any pilot and other numbers proposed for the Customer under the Quotation subject however to final confirmation by TM. Number of trunks that Customer is allowed to subscribed shall be subject to TM's prior approval. Numbers for new installation or any additional request for additional numbers will not necessarily be in sequence.
- Any requirement or request for upgrade or downgrade of the Services including number DDI will be subject to availability and TM's prior approval.
- Value added offerings may be subjected to additional charges as shall be determined by TM.
- IPPBX shall be provided by Customer at own cost. Wiring shall be done by Customer's appointed vendor at own cost.
- TM shall provide installation up to Business Gateway (BG) only and subject to TM's standard installation guidelines. Business Gateway (BG) supplied by TM shall be subject to a one (1) year warranty. Upon the expiry of the warranty period for the BG, TM shall be relieved from any liability in connection therewith.
- Services are provided to the Customer as a standalone package and installation process, requirement and billing shall be separate from existing or other service that the Customer has or will subscribed from TM.
- Refundable cash deposit as security for the Customer's due observance and performance of its obligations under this Agreement shall be the sum of RM1,500.00 or at the election of TM, Customer may provide TM with an on-demand and irrevocable Bank Guarantee issued by a licensed bank in Malaysia for a guaranteed sum of RM1,500.00 and with a minimum validity period of one (1) year effective from the Activation Date or such other date as shall be determined by TM . Deposit in cash or the Bank Guarantee, as the case may be, shall be paid or deposited with TM prior to activation of the Services. Deposit may be forfeited or set off by TM against any of the Fees and other charges outstanding from Customer in the event of termination or suspension of the Services due to breach by Customer of the terms and conditions herein.
- Customer hereby acknowledges their awareness that any telephone used and equipment associated with the service offering will be powered by electricity. Customer agrees that any inability or failure to use the telephone or related equipment or the Services due to failure in the supply of electricity is beyond the reasonable control of TM and shall be at the Customer's sole risk and TM shall not be liable for any loss or damage in consequence thereof.
- In the event of any loss or damage of the TM's Equipment or the Business Gateway (BG), the Customer will reimburse the cost of the said equipment as agreed liquidated damages as follows:

(i) Broadband Termination Unit (BTU)	RM 500.00
(ii) Business Gateway (BG)	RM 150.00
(iii) Single Line Telephone or Cordless Phone	RM 66.00
- Customer authorizes TM to audit and inspect Call Detail Report (CDR) as may be generated from the IPPBX. In any case, Customer shall be fully responsible for any usage and charges notwithstanding any claim of fraudulent activities or unauthorized use of the Services by the Customer.
- Customer is strictly prohibited from taking any steps or acts or attends to any tampering on any equipment that may allow Customer access to other services not subscribed by Customer.