

## CONSUMER TERMS AND CONDITIONS FOR UNIFI MOBILE

Thank you for choosing the Service.

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

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

(collectively known as “Agreement”).

PLEASE READ THE AGREEMENT CAREFULLY BEFORE SUBSCRIBING TO THE SERVICE. BY SUBSCRIBING TO THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT IN ITS ENTIRETY, YOU SHOULD NOT SUBSCRIBE THE SERVICE. IF YOU HAVE SUBSCRIBED, WE ADVISE YOU TO TERMINATE THE SERVICE IMMEDIATELY AND CEASE ALL YOUR USE OF IT.

### 1. WHAT THESE WORDS MEAN IN THE AGREEMENT

#### 1.1 Definitions

Generally, all the capitalized words in the Consumer T&C will have the same meaning ascribed in Terms of Use, you can thus rely on the same definitions unless we provide you with different definitions here to cater for the use of this Consumer T&C. In such a case, you can rely on the definitions provided in the Consumer T&C:-

“Application”	means the application you made via and of the Platform, requesting us to supply you with the Service.
“BCI Database”	means the common telecommunication operators’ ‘defaulters’ database of black-listed customer information.
“Consumer T&C”	means Consumer Terms and Conditions for Unifi Mobile.
“Credit Limit”	means the maximum amount of credit impose by us under your account.
“Credit Rating”	means information about your credit worthiness, credit standing, credit history or credit capacity.
“Credit Reporting Agency”	means a person who carries on a credit reporting business and is registered under the Credit Reporting Agencies Act 2010.
“Deposit”	means pre-payment payable by you to us, as security for the due observance and performance by you of the provisions of the Agreement.
Interrupt/ Interruption/Interrupted”	means a delay in supplying or a failure to supply or an error or defect in the supply to the extent that the Service is rendered unavailable or unusable, whether that occurs before or after the Service Start Date.

“Mobile Phone”	Means a smartphone with computer feature which is a SIM Card base. For clarity, it does not include and wireless computing device such as a tablet.
“Mobile Number”	means the mobile prefix with the unique seven (7) and/or eight (8) digit telephone number that is assigned by the Appropriate Authority which we then license to you for your use.
“Monthly Fee”	means and billed recurring charges and usage payable for the current month (recognized as ‘Advance’) including but not limited to and prorated charges incurred by you for the usage of the Service.
“Network”	means and interconnected telecommunications equipment, facilities, or cabling to enable the provision of Service to you.
“Non-Fixed Length Agreement”	means an agreement that does not have a minimum subscription term and it is a month to month agreement.
“Payment Due Date”	Means the grace period given to you to make payment of the Total Current Charges as specified in the bill.
“Personal Data”	shall have the same meaning as in the Personal Data Protection Act 2010.
“Promotion”	means a special promotion made by us in connection with the Service during the promotional period.
“Rate Plan”	means the part of Specific Terms entitled “Rate Plan”, which is our standard rate plan, pricing and charges list for you for the Service.
“Roaming”	means the ability to use the Network of overseas mobile carriers when travelling overseas.
Service”	means Mobile Service for Consumer.
“Service Start Date”	for the Service means the date on which we start supplying that Service to you and is ready and available for your use, whether or not your are using it.
“SIM Card”	means the microprocessor card bearing a unique Mobile Number programmed to allow a Mobile Device to access the Service.
“Term”	means the total term which you subscribe for.
“Terminate the Service”/“Termination of the Service”	means the Service is cancelled and the Agreement is terminated.
“Third Party Charges”	means and fees payable to third party for the use of their service including but not limited to VAS, purchases of games, movies, music and other content. You shall be billed at the third party’s applicable rates and charges and we may bill you for the use of such service, acting in the capacity as that third party’s billing agent only.
“Total Current Charges”	collectively means Monthly Fee, Upfront Payment (if applicable), suspension fee, administrative fee, Third Party Charges, charges relating to international services, Roaming services, and/or and other fees and charges payable by you for the usage of the Service.

<p>“Unusually High Use”</p>	<p>Means high out of pattern usage of the Service on a short term basis or a sustained high usage which exceeds the general average usage of customers on a similar Rate Plan or who have accepted a similar Promotion.</p>
<p>“Upfront Payment”</p>	<p>means payment as required pursuant to registration of the Service subject to the terms and conditions herein.</p>
<p>“you” or “your” or “Consumer”</p>	<p>means a person who acquires, uses or subscribes the Service for personal, domestic or household use only. Where the context permits, the term “you”, “your” or “Consumer” includes “the Other User”.</p>

## 2. YOUR APPLICATION

2.1 When you make an Application, you are requesting us to supply the Service to you. We have the absolute discretion to determine your eligibility and shall have the right to reject your Application and/or refuse the provision of Service to you, at and material time, without liability, even if we do not provide you with reason and your registration and payment is successful. Our decision is conclusive and binding on you and you have no right to question our decision. We may ask you for Deposit we deem fit, and whether the Service will be available to you.

2.2 In addition to the foregoing paragraph, we may refuse your Application if:

- a) you do not provide satisfactory proof of identification,
- b) you do not meet the eligibility criteria for the Service,
- c) the Service is not available at the location where you wish to acquire the Service,
- d) you do not have an appropriate Credit Rating,
- e) you fail to provide us with a Deposit we request from you, or
- f) your current mobile service provider refuse or denies to release the mobile number based on your Mobile Network Portability (MNP) Service application and there was no further request from you for resubmission within seven (7) days of Service application.
- g) any resubmission done within the period mentioned in 2.2 (f), will extend the validity of your Service application by additional seven (7) to a maximum of thirty (30) from first MNP rejection date by your current mobile service provider.

2.3 If you provide us with Personal Data of and other person in connection with the Service, you warrant that you have obtained the consent of such person to disclose the Personal Data to us and to process such Personal Data in accordance with the terms of our Privacy Statement. You further agree that you will inform such person of the terms and conditions of this Agreement.

## 3 CREDIT RATING

3.1 If you are applying for our Service, you agree that as part of the application process we can check your Credit Rating through a Credit Reporting Agency or through the BCI Database. We can conduct further credit checks on you while you remain as a subscriber with us. You understand that a credit inquiry could adversely affect your Credit Rating. Subject to and legal requirements under the PDPA to disclose personal data to you, we do not have to disclose our credit criteria or the reasons for our decision to you (regardless whether or not it relates to declining your application, providing a restricted Service to you, or otherwise]. If you are not satisfied with the information provided by the Credit Reporting Agency or BCI Database service provider, you will need to contact them directly. You are aware and agree that we may report your payment record to and Credit-Reporting Agency and the BCI Database service provider at and time.

## 4 COMMENCEMENT, TERM AND PRIORITIZATION OF DOCUMENTS

### 4.1 When does the Agreement starts

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

- a) subject to Clause 21, once the Application has been approved by us,
- b) from the Service Start Date, or
- c) when you first use the Service.

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

### 4.2 Commencement of the Service.

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

### 4.3 Term.

This is a Non-Fixed Length Agreement, as such, we will supply you the Service on a month to month basis until the Service is terminated in accordance with the Agreement.

### 4.4 What happens if there is an inconsistency between the different parts of the Agreement?

In the even there is and conflict or inconsistency between the Application, the Consumer T&C, the Specific Terms, and the Terms of Use, the following order of precedence shall apply:-

- a) Specific Terms (highest precedence);
- b) the Consumer T&C;
- c) Terms of Use;
- d) Acceptable Use Policy.

## 5. ABOUT THE MOBILE PHONE, SIM CARD AND MOBILE NUMBER

### 5.1 What are your responsibilities in relation to the Mobile Phone?

You must ensure that all Mobile Phone you use in connection with the Service is compatible with our Network and will not potentially harm our Network and/or our supplier's Network.

### 5.2 Lost or stolen Mobile Phone or SIM Card

- a) It's important that you notify us right away, so we can suspend your Service to keep someone else from using it. If the Mobile Phone or SIM Card is used after the loss or theft but before you report it, and you want a credit for and charges for that usage, we're happy to review your Account activity and and other information you'd like us to consider. Keep in mind that you may be held responsible for the charges if you delayed reporting the loss or theft.
- b) You are responsible for all lost or stolen of Mobile Phone and/or SIM Card.

### 5.3 Things we will do in the Mobile Phone

We may change the Mobile Phone's software, applications or programming remotely, without notice. This could affect your stored data, or how you've programmed or use the Mobile Phone.

### 5.4 Who owns the Sim Card?

- a) The Sim Card and all the Intellectual Property Rights, technology, software in the SIM Card, and documentation relating to it either belongs to us or it is the property of its applicable licensor. We merely grant you a revocable, conditional, non-exclusive, non-assignable, non-sub-licensable license to use the SIM Card in accordance with this Consumer T&C.
- b) You agree to take reasonable care of the SIM Card, and agree that if you fail to do so you will

be responsible for the cost of repair or replacement in the event it is damaged, lost, or stolen.

- c) You also agree not to interfere or impair the operation of the SIM Card and you will not in and event or circumstances duplicate the identity of the SIM Card including for the purpose of back-ups
- d) We may request you to return the SIM Card to us upon Termination of the Service, or when we issue you with a replacement for faulty SIM Card. We will impose a fee if you do not return the SIM Card to us upon our request.
- e) We reserve the right to recall the SIM Card from you at any material time, without liability. We may also utilize and capacity in the SIM Card for administrative, network, business and/or commercial purposes.

## 5.5 The Mobile Number

The Mobile Number belongs to us and we reserve all rights attached to the Mobile Number. We have an absolute discretion to reject and reclaim the Mobile Number, at any material time, without liability, even if we do not provide you with reason. Subject to the mobile number portability obligations, we may change, alter the Mobile Number or any other name, code, or number associated with the Service for reasons beyond our control such as where requested to do so by the Appropriate Authority, or we reasonably believe that the alteration will enhance your use of the Service.

## 6. YOUR ACCOUNT WITH US

6.1 You are solely responsible for maintaining your own Account with us. You are fully responsible for all activities that occur under your Account whether or not actually used by you or by the Other User. You must ensure that the Other User complies with the Agreement as if they were you.

## 7. USING THE SERVICE

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

7.2 You must not use, attempt to use, the Service:-

- a) to send or receive elements or data of any kind that are contrary to the Law, which have a threatening, injurious, insulting character, offensive, abusive, offensive on moral, menacing, religious or political grounds, impair confidentiality obligations, breach of the PDPA, or violate and Intellectual Property Rights;
- b) breach our Company Policy;
- c) to intentionally or negligently send any electronic and/or software element whatsoever via the Service that could cause harm of any kind to our Network, or other internet user;
- d) gain unauthorised access to, or use of, our Network, computing environment, customers' computer or data, and Personal Data, or any other computing resource; and/or
- e) to expose us to any liability or that will violate our rights and/or those of third party.

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

## 8. TOTAL CURRENT CHARGES

### 8.1 Upfront Payment

Upon submission of the Application, you may be required to pay certain Upfront Payment. To calculate the Total Current Charges, the Upfront Payment will be considered based on the billing information generated by us.

### 8.2 Paperless Billing

In an effort to promote environmental friendliness by going paperless, the bill will not be posted out in hard copies to your postal address. You accept that the presentation of the bill online through your Account or by email.

### 8.3 Multiple SIM Card

If multiple SIM Card are associated with your Account, you agree to pay the Total Current Charges incurred by you, regardless whether you or the Other User is using it.

### 8.4 Deposit

In the event you are required to pay a Deposit, such Deposit must be maintained during the Term. Without our prior written consent, the Deposit must not be deemed to be treated as payment of the Total Current Charges. In the event the Monthly Fee has increased, you must pay the additional sum as deposit to us (being the difference between the Monthly Fee and the increased Monthly Fee). In the event we deduct and outstanding Total Current Charges from the Deposit, you must furnish additional payment so as to ensure that the value of the Deposit remains the same throughout the Term. You agree that only we can apply such Deposit in and order to the amount owe to us in the Account and in such event you must pay the additional sum as Deposit to us. Subject to the compliance of the Agreement and upon termination of your Account, we will refund the Deposit within the timeframe determined by us.

### 8.5 Frequency of Payment

The Total Current Charges shall be payable on such frequency as may be specified in the Application, Specific Terms, or the invoice provided always that the first bill for the payment of the Monthly Fee will be pro-rated (in the event of payment of Upfront Payment) according to our billing cycle. You must pay us promptly within the Payment Due Date.

### 8.6 Prompt Payment

You acknowledge and agree that your obligation to pay promptly the Total Current Charges due and payable to us shall not be waived, absolved or diminished by virtue of:-

- a) if applicable, the non-receipt of and particular bill and it is your responsibility to request from us for a copy of the bill which you have not received for and given billing period;
- b) your failure or neglect to check, enquire, understand and ascertain the nature of Service subscribed or used by you and the Total Current Charges associated with such Service;
- c) none usage of the Service upon the Service Start Date;
- d) suspension; and/or
- e) Interruption.

### 8.7 No Deduction, Set-Off or Counterclaim

And deduction, set-off or counterclaim is not allowed, save and except in accordance with Clause 9 where there is a dispute of amount and there is a finding by us that there is manifest error in the billing.

### 8.8 Failure to Pay within Payment Due Date

In the event you fail to pay within the Payment Due Date, we have an absolute discretion to:-

- a) (deduct such outstanding Total Current Charges due and payable to us from the Deposit



- in accordance with Clause 8.4,
- b) suspend, and/or Terminate the Service,
  - c) engage a debt recovery agent to recover the money owe to us. If we engage such debt recovery agent, we may charge you a recovery fee including all costs and expenses incurred. We may also institute legal proceedings against you for the recover the outstanding Total Current Charges. If we institute legal proceedings, you are required to pay us all fees, costs and disbursements. (including but not limited to legal fees on a solicitor and client basis and courts fees) incurred by us in connection with such collection by such legal action.

#### 8.9 Promotion

We may offer you a Promotion from time to time (including a Promotion in relation to a particular Rate Plan]. We may notify you of and Promotion offered to you either through general advertising or we will advise you separately in writing or in and other method. The terms of each Promotion will either be set out in the Specific Terms for the relevant Service, in advertising material, or you will be advised separately in writing or in and other method. A Promotion may be an offer to vary the price or the terms of and it may be subject to certain terms and conditions. If you accept a Promotion, the terms of the Promotion will prevail to the extent that the terms of the Promotion are inconsistent with the terms of the Agreement, otherwise, the terms and conditions of the Agreement shall continue to apply. After the Promotion expires, the Promotion will end and the full terms and conditions of the Agreement will apply again.

#### 8.10 Use of Billing Agent

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

#### 8.11 No Defence

In the event we institute legal action against you, you will be liable to indemnify and pay all legal costs and disbursements on a solicitor and client basis. You agree that and dispute in relation to the quality of the Service shall not be used as a ground or basis for the delay or non-payment of the outstanding Total Current Charges payable pursuant to the Agreement.

### 9. DISPUTE ON INVOICE

9.1 For all disputes, whether pursued in court or with the relevant regulatory body, you must first give us an opportunity to resolve your claim by sending a written description of your claim addressed to us.

9.2 If you have a dispute on a billing statement, you must give us a notice within fourteen (14] days from the date of the billing statement specifying (a) the entry/amount in dispute, (b) the reasons why such entry and/or amount is disputed, and written records or documentary evidence supporting the dispute.

9.3 You irrevocably agree that in the event you fail to give us and notice in writing disputing the bill within fourteen (14) days from the date of the billing statement, then you are deem to have accepted the entries specified in the billing statement as correct and accurate and such billing statement shall be binding and conclusive evidence against you of the correctness and accuracy of the entries specified in the billing statement and the amount due and owing by you to us in a court of law, save for and manifest error.

9.4 Upon receipt of the written notice, we will use our reasonable endeavour to resolve the dispute. We may, as and when we deem fit, conduct and investigation regarding the disputed amount. The result of the findings is deem to be final and conclusive and binding on you and shall not be questioned by you on and account.

9.5 If we find that you are required to pay the disputed Total Current Charges, you must pay the

disputed Total Current Charges within fourteen (14) days from the date of our findings. If our finding shows that you are not required to pay such disputed Total Current Charges and in the event the payment is by direct debit, we will reverse and incorrect Total Current Charges that have been applied to your Account as soon as reasonably practicable once the complaint has been investigated and resolved.

9.6 Notwithstanding that you are not required to pay the amount in dispute pending resolution of dispute, you must still pay such portion of the bill that is not in dispute.

## 10. Late Payment Charges

10.1 We are entitled to charge and you must pay us late payment charges at the rate of 1.0% per month (before and after judgment) on all overdue Total Current Charges calculated on a daily basis, calculated from the day following the due date thereof to the date of actual payment of the full outstanding amount including accrued interest.

## 11. Tax

11.1 All sums payable under the Agreement is exclusive of service taxes, value added or withholding taxes, imposts, duties or charges (the payment of which is your obligation] and if there is a requirement to deduct from and payment under the Agreement and value added or withholding taxes, service taxes or imposts, duties or charges, then you must pay to us such additional sum so as to enable us to receive in full the payment that would otherwise have been payable by you to us.

The Customer shall bear all Government taxes, service tax, levies and other costs imposed by law in relation to the provision of the Service by Company. In particular, where Service Tax ("ST") is applicable to Company as the supplier under this Agreement, Company is entitled to charge the ST payable to the Government on the Service and/or and Company services or equipment supplied to the Customer.

## 12. OUR RIGHT TO SUSPEND THE SERVICE

12.1 We may suspend the Service at and time, if:-

- a) there is an emergency,
- b) problems are experienced interconnecting our Network with and supplier's Network,
- c) doing so is necessary to allow us or a supplier to repair, maintain or service and part of our Network or a supplier's network used to supply the Service,
- d) Interruption,
- e) you breach and of the terms and conditions of the Agreement, including our Company Policy,
- f) and amount owing to us in respect of the Service (which is not the subject of a valid dispute] is not paid within the Payment Due Date,
- g) when you hit the Credit Limit imposed by us,
- h) we reasonably believe there has been an Unusually High Use of the Service,
- i) we reasonably suspect fraud, and/or illegal activity by you or and other person in connection with the Service,
- j) we are required to suspend to comply with and Law, and/or and notice issued by the Appropriate Authority,
- k) if you fail to cooperate with and investigation and/or enquiry conducted and/or carried by us, or the Appropriate Authority, in respect of and suspected violation or violation of and Law,
- l) an event of Force Majeure,
- m) you commit an act of bankruptcy or suffer the presentation of a petition for liquidation or winding-up as the case may be, and we reasonably believe we are unlikely to receive payment for amounts due, and/or
- n) for and other reasons we deem fit.



- 12.2 In most circumstances, we will give you as much notice as we reasonably can before we suspend the Service. However, in some circumstances, for example, in an emergency or if we consider your use of the Service is unreasonable and in breach of our Agreement, we may suspend the Service without notice and without liability to you.
- 12.3 We will use our endeavour to resume the Service as soon as possible if suspension occurs for reasons set out in paragraphs (a), (b), (c) and (d) above. You shall remain liable to pay us the Total Current Charges during the period of Interruption.
- 12.4 Upon suspension arising from paragraphs (e), (f), and (g), we may at its absolute discretion, re-activate and re-connect the Service, provided that you rectify or remedy those default which result in the suspension of Service, pay a suspension fee at a rate to be determined by us, and all the outstanding Total Current Charges.
- 12.5 If we suspend the Service, we may later Terminate the Service for the same reason or a different reason.

### **13. ROAMING AND INTERNATIONAL CALLING**

- 13.1 Roaming is available and may require an additional feature on your Account. Upon request, we reserve the right to determine whether or not you are eligible for Roaming service. If we offer you such Roaming service, we may offer such service with a Credit Limit in respect of the charges incurred in using the Roaming service or you may request for a higher Credit Limit and we may grant you such request subject to such terms and conditions we deem fit to impose. While Roaming, your data throughout may be reduced and your Service may be limited or terminated at any time without notice. We will not be liable for any loss and/or damage in the event you are not able to use our Service or such Service is limited while abroad in a foreign country. For further information, please refer to the Specific Terms relating to Roaming.
- 13.2 We will charge you for calls made to international destinations. For further information relating to the rates made to a foreign country within Malaysia, please refer to the Specific Terms relating to international calling. You may also contact our Customer Service Support for further information.
- 13.3 Unifi Mobile and the operator of the visited foreign telecommunication services network shall not be liable for any loss or damage which the Customer or any of its permitted user under the same Account may sustain from or through the suspension/ termination/ interruption/ loss of or inability to use the international roaming service due to any cause whatsoever.
- 13.4 For data services, the Customer's monthly access fees only covers domestic data usage and does not include data usage overseas. For roaming service usage, international roaming charges apply. The Customer may request for a higher Credit Limit and Unifi Mobile may grant the same at its discretion subject to such conditions as Unifi Mobile shall deem fit to impose.
- 13.5 The Customer shall bear and pay all surcharges, value-added taxes, and any other charges, taxes, exchange rate difference (if any) or such other sum as may be stipulated by Unifi Mobile from time to time, incurred in using the international roaming service and/ or international direct dial service.
- 13.6 Unifi Mobile makes no warranty or representation that the Customer's device will be able to utilise the international roaming service. Any inability of the Customer's device to utilise international roaming service and/ or international direct dial shall not annul this agreement or absolve, diminish or affect Customer's liability to observe and perform his/ her obligations herein.

13.7 Unifi Mobile reserves the right, without being liable to Customer, not to provide or continue to provide or to discontinue providing the approved Credit Limit and/ or international roaming (IR) service and/ or international direct dial (IDD) at any time and without assigning any reason thereof.

13.8 The Customer shall promptly report to Unifi Mobile within 24 hours, any lost or stolen SIM Card (including Supplementary SIM Card) or Mobile Telephone or Device. Until such a report has been received by Unifi Mobile, the Customer shall be liable for all charges incurred.

13.9 For the purposes of these terms and conditions under this Clause, any reference to international roaming service shall include international data roaming services

#### **14. DISCLAIMER OF WARRANTIES AND EXCLUSION OF LIABILITIES**

14.1 OUR SERVICE USES RADIO TRANSMISSION, SO UNFORTUNATELY YOU CAN'T GET SERVICE IF THE MOBILE PHONE IS NOT IN THE RANGE OF A TRANSMISSION SIGNAL COVERAGE MAPS PROVIDED ARE ONLY OUR ANTICIPATED WIRELESS COVERAGE ARE OUTDOORS. ACTUAL SERVICE AREA, COVERAGE AND QUALITY VARY AND IT DEPENDS ON A VARIETY OF FACTORS INCLUDING NETWORK CAPACITY, OCCASSIONAL UPGRADES OR MODIFICATIONS, TERRAIN AND WEATHER. OUTAGES AND INTERRUPTIONS IN SERVICE MAY OCCUR, AND SPEED OF SERVICE VARIES. OUR SERVICE IS THEREFORE PROVIDED ON AN 'AS IS' BASIS WITH ALL FAULTS.

14.2 WE EXCLUDE LIABILITIES FOR MATTERS ARISING UNDER CLAUSE 14.

14.3 IF YOU DOWNLOAD OR USE APPLICATIONS, SERVICE OR SOFTWARE PROVIDED BY THIRD PARTIES (INCLUDING CHAT AND VOICE APPLICATIONS), OR OTHER CHAT OR CALLING FUNCTIONALITY, IT MAY WORK DIFFERENTLY FROM THE SERVICE OFFERED BY US, OR MAY NOT WORK AT ALL. PLEASE REVIEW ALL TERMS AND CONDITIONS OF SUCH THIRD PARTY PRODUCTS. WE ARE NOT RESPONSIBLE FOR ANY THIRD PARTY INFORMATION, CONTENT, APPLICATIONS OR SERVICE YOU ACCESS, DOWNLOAD OR USE ON THE MOBILE PHONE. WHERE APPLICABLE, YOU ARE RESPONSIBLE FOR MAINTAINING VIRUS AND OTHER INTERNET SECURITY PROTECTIONS WHEN ACCESSING THESE THIRD PARTY PRODUCTS OR SERVICES.

#### **15. UNUSUALLY HIGH USE**

15.1 We monitor our Network and traffic pattern. If we become aware of an Unusually High Use of the Service by you, for example, there is an unusually high volume of data being transmitted between networks in a very short period of time causing harm to our Network, damage, interferes or Interrupts the Service, or that of our supplier's network, or causing congestion to our Network, or if you suddenly make an unusually high volume of calls to international destinations using the Service, or for and other reasons whatsoever, we will take actions we deem necessary including but not limited to suspending your Service.

#### **16. MOBILE NUMBER PORTABILITY (MNP)**

16.1 You may be able to take, or "port", your Mobile Number to another carrier. If you port a number from us, we'll treat it as though you asked us to Terminate the Service for that number Mobile Number. After the porting is completed, you won't be able to use our Service for that number Mobile Number, but YOU will remain responsible for the Total Current Charges through the end of the billing cycle, just like and any other termination.

16.2 If you port a number Mobile Number to us, please be aware that we may not be able to provide our Service (or and any portion of it) right away or if your current mobile service provider refuse

or denies to release the Mobile Number based on your Mobile Network Portability (MNP) Service application and there were no further request from you for resubmission within seven (7) days of Service application. You may perform resubmission of MNP request which will extend the validity of your Service application by additional seven (7) to a maximum of thirty (30) from first MNP rejection date by your current mobile service provider.

16.3 If you wish to port our Mobile Number to another carrier or port a number Mobile Number to us, you must adhere to the terms and conditions including the procedures and processes prevailing at the time of request as outlined by us in the Specific Terms and ensure there are no pending orders in your account upon requesting for MNP.

16.4 We reserve the rights at all time to cancel, terminate, modify, suspend or delay the Service under MNP. For the avoidance of doubt, and any cancellation, termination, modification, suspension or delay by us shall not amount to and any claim or compensation against us for and all any loss or damage suffered or incurred by you as a direct or indirect result of such action by us.

## 17. CONCLUSIVE EVIDENCE

17.1 If you, and/or the Other User make and admission or acknowledgement in writing of the amount of indebtedness to us and judgment recovered by us against you of such indebtedness shall be binding and conclusive in all courts of law in Malaysia and elsewhere.

17.2 You expressly and irrevocably agree that a certificate of indebtedness issued by our officer shall be conclusive and binding evidence as to the amount for the time being due and owing by you to us and it shall be conclusive evidence against you in and legal proceedings.

## 18. TERMINATION OF THE SERVICE

### 18.1 Your right to Terminate the Service

You may Terminate the Service at and time by giving us written notice. We will process your termination upon receiving your request. You should not use the SIM Card upon termination. If you are still able to access to the Service, your use of such Service shall be charged.

### 18.2 Our right to Terminate the Service

We may forthwith Terminate the Service at and time if:-

- a) there is an emergency;
- b) we reasonably suspect fraud and/or illegal activity by you or by the Other User in connection with the Service;
- c) and amount owing to us in respect of the Service (which is not the subject of a valid dispute] is not paid by within the Payment Due Date;
- d) You breach and terms or conditions of the Agreement and fail to rectify and remedy such breach within fourteen (14] days from the date of its receipt of a written notice requiring it so to do;
- e) breach of our Company Policy;
- f) change of Law;
- g) an event of Force Majeure;
- h) you commit an act of bankruptcy or suffer the presentation of a petition for liquidation or winding-up as the case may be;
- i) you make and arrangement for the benefit of or enter into and arrangement or composition agreement with its creditors;
- j) you permit or suffer and execution proceedings levied on and of its properties, premises, goods, fixtures, fittings, equipment, chattels and effects;

- k) the Service is suspended under Clause 12 for more than fourteen (14] days; (if you die;  
or
- l) for and reason we deem fit.

You may also contact our Customer Service Support for further information.

## 19. EFFECT OF TERMINATION

19.1 Upon the expiry or the Termination of Service:-

- a) we will forthwith cease to supply the Service. You will not be able to use the Service after that;
- b) if you are able to use the Service after the termination date, you will continue to be liable to pay all the Total Current Charges for that use;
- c) you will forthwith pay all outstanding Total Current Charges to us; and/or
- d) Termination of the Service will not relieve you from and claims that we may have against you under the Agreement before the Agreement is terminated
- e) In the event there is an excess payment after deducting all outstanding Total Current Charges, the Deposit will be refunded to you within the timeframe determined by us. You must provide the necessary details to us for purposes of refund. Failure to provide us with the necessary details or other information may have the inadvertent result of payment being made at a period beyond ninety (90) days and in such instance we shall not be held liable for and late payment of refund. In the event you have not received a refund from us within ninety (90] days from the date of Termination of Service, please inform us in writing right away. If you fail to provide the necessary details to us for purposes of refund, or you fail to give us such written notice within twelve (12] months from the date of Termination of Service for our inadvertent delay to refund you the excess amount, we shall then treat that you waive your right to make a claim against us for such excess amount and we will no longer be liable towards you for payment of refund. And credit balance amounting to RM10.00 and below will not be refunded to you and we are allowed to absorb the said credit balance and treat it as administration fee for the Service provided to you.

19.2 Clauses 3, 5.4, 5.5, 8.3, 8.7, 8.8, 8.10, 8.11,10,11,14, 16, 17, 18, and 19, and other clauses which by their nature survive expiration or termination shall survive the expiry or Termination of the Service.

## 20. GENERAL PROVISIONS

20.1 What happens if you become a small medium enterprise customer, large corporate customer, or a carrier service provider?

- a) You represent that you are not a small medium enterprise customer, large corporate customer, or carriage service provider.
- b) If you become a small medium enterprise customer, large corporate customer, or carriage service provider at any point of time, you must forthwith Terminate the Service, or we may immediately Terminate the Service by giving you notice when we found out you become a small medium enterprise customer, large corporate customer, or carriage service provider.

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