



### SECTION 1 : TYPE OF APPLICATION

**Type of Application**  New  Downgrade  Upgrade

**TM Business Broadband Packages** (Select one)

**SOHO**  ADSL 1.0Mbps  Streamyx In-A-Box

**1 IP**  ADSL 1.0Mbps  SDSL 1.5Mbps  ADSL 2.0Mbps  ADSL 4.0Mbps

**5 IPs**  ADSL 1.0Mbps  SDSL 1.5Mbps  ADSL 2.0Mbps  ADSL 4.0Mbps

**Type of Collection**  Self-collect  Courier (Please fill in item 6.o)

ADSL 2.0Mbps  ADSL 4.0Mbps

**Current Promotion Packages**

(Please specify):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Required installation date (within 8 days from application date) \_\_\_\_\_

For upgrade or downgrade, please state existing Login ID \_\_\_\_\_



#### IMPORTANT ACKNOWLEDGEMENT

- Business Broadband package is applicable for personal and business application.
- Minimum subscription period is 12 months for all Business Broadband standard packages except other promotion packages.
- Service is subject to availability and technical testing.
- Speed of service is on best effort basis.
- Customer is NOT ALLOWED to change the telephone number (connecting to Business Broadband) before installation of service.
- Customer is responsible for internal wiring, NIC card and networking.
- For Streamyx In-A-Box (applicable for SOHO package only)
  - Auto account activation is 7-days from the date of registration for self collection and 10-days for courier delivery.
  - RM88 installation fee is applicable only if installation assistance is required.
  - For account activation, SMS to **STXACTV <space> Login ID** and send to 33535 three (3) days after registration. Each reply message from TM will be charged RM0.30 to customer's mobile phone postpaid account or deducted from their prepaid balance. Telco SMS charges for each message sent is charged separately.
  - The mobile number used must match the mobile number written in the registration form. Customer may use another mobile number if a personal one is not available.
  - Streamyx In-A-Box courier service charges are RM14 for Peninsular Malaysia and RM25 for Sabah/Sarawak.
- For Business Broadband 2.0Mbps and 4.0Mbps package:
  - Service available in selected areas only. List of the areas is available at www.tm.net.my
  - Service is subject to availability and technical testing during installation.
  - For existing customers who want to upgrade to these packages, new modem will be provided. Service interruption will occur for a maximum period of 2 working days.
  - For existing customers who want to upgrade to these packages and fail to get the service upon service verification during installation, their application will be reverted to their existing packages.
- All internet charges will be included in one single bill 'Bil Telefon & Multimedia', (inclusive of telephone charges, Business Broadband charges and others).
- 1st bill received will include the following fees :
  - RM75 for activation.
  - RM88 for installation (if applicable).
  - First & second months advanced subscription fee.
  - RM10 for stamp duty fee
- For account activated on every 29th, 30th or 31st, the current charges for the month will be prorated.
- If customer terminates Business Broadband before the end of the minimum subscription period, the customer must pay subscription fees of the remaining months and return the modem. Pre-mature termination includes relocation of premise.
- Business Broadband bill must be paid before the due date to avoid any service suspension. During suspension period, TM will continue to charge for the monthly subscription fee. RM10 reconnection fee will be charged upon service reactivation.

Please ask our Sales Representative to explain on the Important Acknowledgement before signing in the box below.

I have read, understand and accept the Important Acknowledgement.

### SECTION 3 : INVOICING AND BILLING INFORMATION

**Billing Name** \_\_\_\_\_ **State** \_\_\_\_\_ **Country** \_\_\_\_\_

**Billing Address** \_\_\_\_\_ **Contact Person's Email Address** \_\_\_\_\_

**City** \_\_\_\_\_ **Postcode** \_\_\_\_\_

Are you interested to sign-up for Autopay service?  Yes  No

### SECTION 4 : ACKNOWLEDGEMENT

I/We have read, understand and agree to accept and be bound by the Terms and Conditions which accompany the usage of Business Broadband access service. These Terms and Conditions may be subjected to change by Telekom Malaysia Berhad, and I/We will be notified in a manner as Telekom Malaysia Berhad deems appropriate. I/We confirm that the information given herein by me/us is true and correct.

\_\_\_\_\_ **Signature of Applicant** \_\_\_\_\_ **Date** \_\_\_\_\_ **Official Stamp** \_\_\_\_\_

Upon receipt of this application, Telekom Malaysia Berhad reserves the right to verify any information provided by you and reserves the right to decline any application without giving any reason thereof and is not obligated to respond any request for any unsuccessful application. Kindly attach a copy of NRIC / Passport / ROC.

IF APPLICANT IS NOT THE OWNER OF TELEPHONE LINE, PLEASE FILL UP ITEM 5.0a AND 5.0b (\*applicable for personal applicant only)

### SECTION 5a : THIRD PARTY AUTHORISATION FOR USAGE OF FIXED TELEPHONE LINE BY APPLICANT (to be filled by telephone owner)

I, \_\_\_\_\_ (telephone owner's name) NRIC No. \_\_\_\_\_ authorise \_\_\_\_\_ (Business Broadband applicant name) NRIC No. \_\_\_\_\_ to apply for Business Broadband via my fixed telephone number \_\_\_\_\_. I hereby warrant that the above authorisation is the only authorisation given for the purpose of subscribing for a Business Broadband and I shall NOT authorise the usage of the above telephone number for subsequent application of Business Broadband service to other parties.

\_\_\_\_\_ **Signature of Telephone Owner** \_\_\_\_\_ **Date** \_\_\_\_\_

*Note: Copy of telephone owner's NRIC and telephone bill (telephone line used to install Business Broadband) are required.*

### SECTION 5b : APPLICANT ACKNOWLEDGEMENT (to be filled by applicant)

I, \_\_\_\_\_ (Business Broadband applicant name), NRIC No. \_\_\_\_\_ hereby accept any and all responsibilities resulting from the written authorisation by \_\_\_\_\_ (telephone line owner), NRIC No. \_\_\_\_\_ and agree to be liable for any demand/claim and any cost arising from legal action pertaining to my usage of the telephone line and the Business Broadband service. I further agree that Telekom Malaysia Berhad shall not be responsible in any way whatsoever for any disruption to Business Broadband service in the event that the owner terminates the telephone line or upon suspension of the telephone line for any reason whatsoever.

\_\_\_\_\_ **Signature of Applicant** \_\_\_\_\_ **Date** \_\_\_\_\_

### SECTION 6 : ACKNOWLEDGEMENT FOR STREAMYX IN-A-BOX DELIVERY VIA COURIER

Please state your delivery address: \_\_\_\_\_

\_\_\_\_\_

**City** \_\_\_\_\_ **Postcode** \_\_\_\_\_ **State** \_\_\_\_\_

- Additional Terms and Conditions:**
- Streamyx In-A-Box (modem set) forms part of the terms and conditions for Business Broadband subscription.
  - Customer is responsible to self-install once modem received.
  - For account activation, SMS to **STXACTV <space> Login ID** and send to 33535 three (3) days after registration. Otherwise the account will auto activate 7-days from date of registration for self collect and 10 days for courier. Each reply message from Telekom Malaysia Berhad will be charged RM0.30 to customer's mobile phone postpaid account or deducted from their prepaid balance. Telco SMS charges for each message sent is charged separately.
  - RM88 installation fee is applicable if installation assistance is required and charges shall be included in customer's bill.
  - Modem belongs to Telekom Malaysia Berhad and must be returned upon termination of service and/or non-availability of service due to line quality. RM150 will be charged in customer's bill for non returned modem set.
  - Any faulty modem must be returned along with the Streamyx In-A-Box Modem Acceptance Form for modem replacement within fourteen (14) days from date of activation to any TM Authorised resellers /outlets.
  - If a customer is not available during delivery of the modem set, acceptance by a third party will be considered as successful delivery of the item to the Customer.

I, \_\_\_\_\_ (Business Broadband applicant name) NRIC No. \_\_\_\_\_ hereby confirm that I have read, understand and agree to the above Terms and Conditions. In the event that I am not available during the delivery of the Streamyx In-A-Box (modem set) at the address as stated above, I agree to authorise a third party to receive the modem set on my behalf by signing the Streamyx In-A-Box Modem Acceptance Form.

### SECTION 7 : FOR TM USE ONLY

### SECTION 8 : FOR AGENT USE ONLY

**Type of service**  Permanent  Temporary (Reason) \_\_\_\_\_

**Account Executive** \_\_\_\_\_ **Resellers ID** \_\_\_\_\_ **Agents ID** \_\_\_\_\_

**Name** \_\_\_\_\_ **Resellers Name** \_\_\_\_\_ **Service Activation Date** \_\_\_\_\_

**Mobile No.** \_\_\_\_\_

**Approval for Temporary account**

**Name** \_\_\_\_\_ **Resellers Name** \_\_\_\_\_ **Service Activation Date** \_\_\_\_\_

**Designation** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date** \_\_\_\_\_ **Date** \_\_\_\_\_ **Official Stamp** \_\_\_\_\_

### SECTION 2 : CUSTOMER INFORMATION

**Organisation Type**  MNC  GOVT  SMI  NGO  Others

**Name of Organisation (As per ROC)** \_\_\_\_\_

**Registration No.** \_\_\_\_\_ (Please enclose a copy of Company Registration Certificate)

**Installation Address** \_\_\_\_\_

**City** \_\_\_\_\_ **Postcode** \_\_\_\_\_ **State** \_\_\_\_\_

**Tel. No. (Where Business Broadband is to be connected)** \_\_\_\_\_

**Applicant Name (Authorised Officer)** \_\_\_\_\_

**Designation** \_\_\_\_\_

**NRIC of Applicant** \_\_\_\_\_ **Passport No.** \_\_\_\_\_ (Malaysian Citizen – Please enclose a copy of NRIC) (Non-Malaysian Citizen – Please enclose a copy of Passport)

**Date of Birth** \_\_\_\_\_ **Gender**  Male  Female

**Office Tel. No.** \_\_\_\_\_ **Office Fax No.** \_\_\_\_\_ **Mobile No.** \_\_\_\_\_

**Email** \_\_\_\_\_

**Preferred access login ID** (Minimum 3 characters, maximum 8 characters) 1: \_\_\_\_\_ 2: \_\_\_\_\_ 3: \_\_\_\_\_

**Preferred email login ID** (Minimum 3 characters, maximum 8 characters, xxx@streamyx.com)) 1st Email 1: \_\_\_\_\_ 2: \_\_\_\_\_ 3: \_\_\_\_\_

2nd Email 1: \_\_\_\_\_ 2: \_\_\_\_\_ 3: \_\_\_\_\_

3rd Email 1: \_\_\_\_\_ 2: \_\_\_\_\_ 3: \_\_\_\_\_

**Technical Contact**

**Name** \_\_\_\_\_

**Tel. No.** \_\_\_\_\_ **Email** \_\_\_\_\_

## TERMS AND CONDITIONS FOR BUSINESS BROADBAND

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

- The Service**

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

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

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

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

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

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

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

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

**"Registration Date"** means the effective date of this Agreement which is the date upon which TM approves the Customer's application for the Services, as more particularly described in clause 3.1 herein.

**"TM"** means TELEKOM MALAYSIA BERHAD (Company No. 128740-P) a company incorporated under the laws of Malaysia and having its registered address at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur ("TM")

**"Streamyx Service" (or the "Service")** means a high speed Internet access service which provides connection to the Internet with speeds ranging from 384kbps up to 2Mbps.

**"User Account"** means an account under the name of the Customer in relation to the Service 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.

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

The expression "him" or any other expressions appear herein shall be deemed to include the masculine, feminine, plural thereof where the context so admits.
- Agreement Period**

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

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

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

4.2 This Agreement and Minimum Subscription Period shall terminate upon expiry of the Minimum Subscription Period and upon expiry of the Minimum Subscription Period, this Agreement will automatically be renewed on a monthly basis unless earlier terminated by either Party hereto in accordance with the provisions of this Agreement.
- Application for the Service**

5.1 The Customer may apply for the Service online and offline. Where the Service is applied online, the Customer is still required to submit the relevant documents prescribed under sub clause 5.3 herein to TM within reasonable period of the application.

5.2 Upon submission of the Application Form (whether online or offline), the Customer shall ensure that all information (and documents) submitted to TM for the purpose of subscribing to the Service (including information requested to be submitted with the Customer's Application Form or information upon TM's request) are accurate, current and complete and the Customer hereby undertakes to inform TM of any updates to such information in the event of any changes thereto.

5.3 The Customer is required to submit to TM the following supporting documents together with the Customer's signed and completed Application Form:

  - For Malaysian:
    - Basic Package:
      - Individual - a copy of the individual's identity card (both sides);
    - Enterprise and Corporate Package:
      - Sole proprietorship or partnership — a copy of the Customer's business license, Forms D, B and A;
      - Company — either a copy of Form 9, Form 49, Form 24 and Form 13.
  - For Non-Malaysian:
    - Basic Package:
      - Individual - a copy of the Customer's passport;
    - Enterprise:
      - Company - a copy of the Customer's Form 79, 80, 80A and 83.

For the Enterprise and Corporate Package, the Customer shall ensure that all copies of supporting documents are submitted to TM pursuant to these Terms and Conditions are duly certified by the company secretary or an authorised representative of the Customer.

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

6.1 Upon receipt by TM of all the supporting documents specified in clause 5.3 hereof, TM shall register the Customer's application and verify and confirm availability of the Service at the Customer's designated address as stated in the Customer's Application Form and the Customer's designated address.

6.2 In the event that the service is not available in the Designated Address, TM may inform the Customer and the Customer's application will be kept in TM's record as a waiter pending availability of the Service at the Designated Address, Where the Customer's application is recorded as a waiter, TM makes no guarantee or warranty to the Customer that the Service will become available at the Designated Address, and TM shall not be held liable or responsible in the event that TM are unable to provide such customer with or facilitate availability of the Service at the Designated Address.

6.3 In the event that the service is available at the Designated Address, TM shall forthwith fix an appointment for and carry out the installation of the Service for the Customer in accordance with the provisions of Clause 7 hereof, unless specified otherwise (please see additional terms and conditions for Streamyx Basic without modem package and Streamyx In-A-Box package attached hereto, as applicable).

6.4 For avoidance of doubt and subject to Clause 8.5 hereof, TM shall not be responsible or liable for any problem arising between the Customer and TM in its capacity as the telephone line providers that may affect the availability of the Service. If there should be any interruption or termination of the Customer's fixed telephone line account by TM, this will affect the availability of the Service in which event, TM reserves the right to terminate the Service accordingly.
- 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 Service at the Designated Address by TM and/or its appointed contractor, subject to the Customer confirming the readiness and availability of all the following basic equipment required for the Service:
  - Telephone line through TM fixed line only;
  - AC power supply (for the duration of the Minimum Subscription Period, except where such termination arises from TM's breach or fault or an event of Force Majeure, then the Customer shall be liable to pay to TM all fees for the Service outstanding to TM from the date of such suspension or termination until the end of the Minimum Subscription Period.
  - Hubs, Routers, Servers (for Networking purposes);
  - Internal wiring;
  - Personal computer (with CD Drive and LAN connection card (NIC)) and must conform with the specifications described by TM upon registration;
  - DSL Modem (if modem is not leased from TM as part of the package subscribed);
  - Approval in writing of the developer or building management corporation or the building owner, in the event that the Customer's premise is located at the high rise building that need the said approval for the installation of the Service; and
  - Any other requirement 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 Service 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 carry out the installation of the Service at the Designated Address within twenty four (24) hours from TM's confirmation thereof, at such time as may be agreed by the Parties.

7.3 In the event that the Customer is not ready with the basic equipment as required in clause 7.1 above, TM may at its sole discretion allow the Customer to defer the installation date for a period of fourteen (14) days. If after such fourteen (14) days period, the Customer is still not ready with the basic equipment, TM may in its absolute discretion cancel the Customer's registration for the Service, unless the Customer submits a request in writing to TM within the said time frame to approve the installation date for the Service and TM approves the same. Any such cancellation of the Service shall be at the Customer's own cost. The Customer may reapply for the Service subject to availability of the Service at the relevant point in time.

7.4 Notwithstanding anything to the contrary in this Agreement, where the Customer subscribes to either the Streamyx Basic without modem package or Streamyx In-A-Box package, the User Account and the Service will be activated automatically by TM after seven (7) days from the Service registration date without notice to the Customer and the fees for such Service shall become due and payable to TM upon such Activation Date. The Customer is solely responsible for ensuring that the Streamyx Basic without modem package or Streamyx In-A-Box package is properly installed at the Designated Address prior to such Activation Date. In the event that the Streamyx Basic without modem package or Streamyx In-A-Box package is couriered to the Customer then the User Account shall only be activated automatically after ten (10) days from the Service registration date without notice to the Customer. For Customers of the Streamyx Basic without modem package or Streamyx In-A-Box package, clauses 7.1, 7.2 and 7.3 hereunder will not apply.
- Fees**

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

8.2 The Fees shall be continuously chargeable and payable by the Customer upon connectivity of the Internet access to the Customer's Equipment regardless of the usage.

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

8.4 In the event of suspension or termination of the Service by TM, the Customer shall be liable to pay to TM all fees for the Service outstanding to TM from the date of such suspension or termination until the end of the Minimum Subscription Period.

8.5 In the event that the telephone line used as a medium to connect to the Service is disconnected for any reason whatsoever, the Customer shall continuously be responsible to pay the monthly subscription fee for the Service.
- Payment**

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

9.2 The billing date will commence from the Activation Date.

9.3 TM will issue the bill on monthly basis and the Customer is obligated to do reasonable inquiry in the event that he has not received the bill within the expected period. The Customer hereby acknowledges that non-receipt of any statement of account, bill, statement or any correspondence in accordance with the Service subscribed shall not be a valid reason for the Customer to withhold or delay any outstanding payments to TM for the Service.
- Alteration/Modification**

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

11.1 The Customer is not allowed to downgrade the Service package plan during the Minimum Subscription Period.

11.2 Subject to clause 11.3 hereof, the Customer may upgrade the Service package plan during the Minimum Subscription Period.

11.3 Any request by the Customer for upgrades or downgrades of his Service package plan after the Minimum Subscription Period shall be subject to TM's written approval which consent shall not be unreasonably withheld. For any allowable upgrades or downgrades as aforementioned, installation, activation and any other applicable fees will be charged to the Customer at a rate specified by TM from time to time.

11.4 The Customer may request for upgrades of his Service package plan at any time during the term of this Agreement subject to the upgrade rate as may be prescribed by TM which shall be payable upon such application to upgrade. For the avoidance of doubt, in the event of termination of the Service before the expiry of the Minimum Subscription Period, the Customer shall be liable to pay the upgrade rate of Service fees for the remainder of the Minimum Subscription Period.
- Customer's Responsibilities**

12.1 The Customer shall:
  - be responsible for the set-up or configuration of his own equipment for access to the Service;
  - ensure his readiness for installation of the Service on the appointment date in accordance with Clause 7 hereof;
  - comply with all notices or instructions given by TM from time to time in respect of the use of the Service;
  - be solely responsible for obtaining, at his own cost, all licences, permits, consents, approvals, and intellectual property or other rights as may be required for using the Service;
  - comply with the rules of any network to which the Customer has access through the Service;
  - comply with and not contravene any and all applicable laws and regulations of Malaysia, whether relating to the Service or otherwise including but not limited to the Communication and Multimedia Act, 1998;
  - be solely responsible for all information retrieved, stored and transmitted by the Customer through the use of the Service;
  - obtain TM's prior approval before making any changes to the network configuration and interconnecting the private network to any public network;
  - be responsible for ensuring the Customer's personal computer connected to the Internet or any information regarded as private by any person including a company or corporation;
  - provide basic infrastructure for installation of the Leased Equipment including but not limited to internal wiring and in the event that the Customer is not leasing the Leased Equipment from TM, the Customer shall be responsible for purchasing the equipment at his own cost to enable connectivity of the Service;
  - 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; and,
  - be responsible to maintain in good condition any Leased Equipment by TM. In the event any of the Leased Equipment is faulty, lost or damaged due to any fault or negligence of the Customer, the Customer will have to bear the cost of the Leased Equipment according to its depreciated value that shall be determined by TM.
- Prohibited Use**

13.1 The Customer shall:
  - not use the Service for any unlawful purpose including without limitation for any criminal purposes;
  - not use the Service to send unsolicited electronic messages or any message which is obscene, threatening or offensive on moral, religious, racial or political grounds to any person including a company or a corporation;
  - not compromise or infect any systems with computer viruses or otherwise;
  - not infringe any intellectual property rights of TM, its related companies and subsidiaries or any third party;
  - not gain unauthorised access to any computer system connected to the Internet or any information regarded as private by any person including a company or corporation;
  - not share the Service with any person including a company or corporation without the prior written approval of TM and shall use the Service only for the purpose for which it is subscribed;
  - not resell or sublet the Service to any third parties without prior written consent from TM; and,
  - not use the Service in any manner, which in the opinion of TM may adversely affect the use of the Service by other Customers or efficiency or security as a whole.
- Security and Other Features**

14.1 The Customer shall take all such measures as may be necessary to protect his own system and network.

14.2 The Customer shall be responsible for maintaining the confidentiality of his passwords, if any, (including without limitation changing his passwords from time to time) and shall not reveal the same to any other person. Where user identification is necessary to access the Service, the Customer shall use only his user identification.

14.3 The Customer shall report to TM within twenty four (24) hours if the User Account, user identification or password is stolen or lost. Until such report has been made, the Customer shall be responsible for all transactions and access to the Service using the User Account, user identification or password by any third party and TM shall not be held responsible for any prohibited and/or unauthorised use of the Service as provided in this Agreement.
- Leased Equipment**

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

vii. not hold TM liable or responsible in the event that TM are unable to replace or change the Leased Equipment to a similar model or type as the Customer's existing Leased Equipment and TM reserves the right to replace the Leased Equipment to any model or type available at the relevant time, at TM's sole discretion.
- 15.2 In the event of any interruption, loss or unavailability of the Service and/or any technical faults encountered with the Leased Equipment, the Customer may request for technical support and basic troubleshooting of the same from TM. Upon visiting the Customer's premises, if TM and/or its appointed contractor determines that such interruption, loss or unavailability of the Service is not attributable to or caused by any fault in the Leased Equipment on TM's network, then TM reserves the right to impose charges at the rate as specified in the Application Form or any other rate as may be prescribed by TM from time to time for the visit to the Customer's premises.
- Customer's Equipment Installation**

16.1 The Customer shall prepare all applicable Customer's equipment at the Designated Address in accordance with Clause 7 herein and/or any other specifications TM may provide to the Customer in relation to the Service. The Customer shall further ensure that the said Customer's equipment are in good condition and has proper set-up for purposes of installation of additional configuration and installation of software to the said Customer's equipment by TM.

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 Customer's premise is located at the high rise building that need the approval of the developer or the building management corporation or the building owner for the installation of the Service, as the case may be, the Customer shall ensure that he has obtained the consent of enable TM and/or its appointed contractor to do 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 Service, or other loss or damage suffered by the Customer which arises from or is caused by the Customer's equipment, whether connected to TM's equipment or otherwise.

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 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.
- Lawful Purpose**

17 The Customer shall only use the Service for lawful purposes. Transmission of any material in violation of any international, federal, state or local laws or regulations is prohibited. These include, but shall not be limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. These also include links or any connection to such materials.
- 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 suspend the Service for a period determined by TM in its sole discretion in the event that:
  - any fee and/or payment due hereunder for the Service provided is not settled in full on due payment date;
  - in the event the Customer fails to comply with the terms of this Agreement;
  - any scheduled or unscheduled outages occur which cause interruption to the Service, including but not limited to maintenance of TM's equipment or systems.

18.2 In the event of any suspension of the Service by TM in accordance with Clause 18.1(i) and Clause 18.1(ii) hereof, TM may if it deems appropriate at its sole discretion and upon such terms, as it deems proper reconnect the Service, in which event the Service and this Agreement shall continue in effect as if the Service had not been suspended. TM shall have the right to impose on the Customer a reconnection fee at a rate as specified by TM from time to time.

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 subscription fees and/or recover all other charges, costs, and interests due and any other incidental charges incurred during the period of suspension. In the event of non-payment by the Customer and subsequent suspension of the Customer's Service by TM, the Customer will still be liable to pay the fees for the Service during the period of suspension further where the Customer defaults in payment, TM may at its discretion charge the Customer a reconnection fee for the Service at the rate stated in the Application Form or any other rate as may be prescribed by TM from time to time.
- Change of Customer's Details**

19 The Customer undertakes to inform TM of any change of the Customer's information provided earlier to TM within fourteen (14) days of such changes. Failure by the Customer to notify TM of such changes shall be a waiver of the Customer's right including the right to be notified under this Agreement as the case may be.
- 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:
  - 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;
  - the other becomes bankrupt or enters into any composition or arrangement with or for the benefit of creditors or either party or allow any judgment against either party to remain unsatisfied for the period of twenty-one (21) days; or,
  - any event of Force Majeure occurs as specified in Clause 31 hereof, 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:
  - fails to comply with TM's policy(ies) and/or instruction(s) communicated to the Customer, in writing; or,
  - is in breach of any provision under Communication and Multimedia Act, 1998 or any other rules, regulations, by-laws, acts, ordinances or any amendments to any amendments to the above.

20.3 Notwithstanding the above, TM may terminate the Service under this Agreement immediately, without penalty, if:
  - the customer fails to make payments and/or any sum due to TM within five stipulated time. Notwithstanding the termination by TM, the Customer shall remain liable for all fees due and owing to TM during the Minimum Subscription Period.
  - the Customer fails to comply with the terms of this Agreement, and TM, in its sole discretion is of the opinion that such breach shall not be tolerated and shall not fall under provision of Clause 20.1 (i) above; and/or,
  - the Customer provided false or incomplete information to TM.

20.4 Such termination, as hereinbefore mentioned in Clauses 20.2 and 20.3, shall not prejudice the right of TM to recover all charges, costs, and interests due and any other incidental damages incurred thereto.

20.5 Subject to Clause 4 and clause 8.3 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. The Customer shall forthwith return the Leased 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 Service by the Customer.

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

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

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

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

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

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

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

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

22.2 TM shall not be liable for any loss or damages sustained by the Customer or any other person or body for any loss, damage, consequential or otherwise, arising out of any failure of the Service caused unless such default, error, omission or loss is due to the willful neglect or fault of TM. Notwithstanding the aforementioned, the extent of TM's liability shall be limited to correcting the failure of the Service only.
- Confidential Information**

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

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

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

26 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.
- Assignment**

27 The Customer shall not assign any of his rights or obligations under this Agreement to any other person whatsoever except with prior written approval of TM. TM may assign or novate this Agreement or any part thereof to 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.
- Binding on Successors**

28 These terms and conditions are binding upon the successors, executors, administrators, personal representatives and assign of the Customer and upon the substitute and assigns of TM.
- 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.
- Notice**

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

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

32 This Agreement shall be governed and construed in accordance with the laws of Malaysia.
- Costs and Taxes**

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

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

33.3 The Customer shall bear all Government taxes, levies and other costs imposed by law in relation to the provision of the Service 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 Service and/or any TM services or equipment supplied to the Customer.

33.4 If TM is liable for GST as contemplated by Clause 33.3 then:
  - 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 be reasonably be required by the Customer to enable the Customer to claim an input tax credit under the law applicable to GST ; and
  - 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 incurred in respect of such collection as may be determined by the Court of law.
- Customer's Warranties and Acknowledgement**

34.1 The Customer hereby warrants that:
  - he has the legal capacity to enter into this Agreement and is not a minor; and
  - if the Customer is a body corporate, it has the required corporate authority to enter, execute and be bound by the terms and conditions of this Agreement.

34.2 The Customer acknowledges that:
  - he has read and fully understood all the terms and conditions herein upon signing the Application Form and agrees to be bound by the same upon TM accepting the application;
  - the details and documents provided to TM together with the Application Form are true, genuine and contain the latest information and allows TM to conduct independent verification of the same with any organisation or body; Notwithstanding the above, TM reserves the right to reject the application or require the Customer to furnish further details or documents as TM deems fit and necessary without assigning any reason whatsoever.

34.3 The Customer further acknowledges and agrees that:
  - it is TM's policy to use the Customer's data and personal information acquired through the registration process or through the Customer's use of TM's products and services for its business purposes.
  - TM may use the Customer's personal information for the internal purposes of customising advertisements and content on the website(s) and TM's partner sites, providing information to the Customer of other products and services available from TM and its affiliate, processing and fulfilling customer requests for products and services, responding to Customer enquiries, conducting research for improvement of the Service and statistical analysis and the general operation and maintenance of the Service and its related website(s).
  - TM will disclose the Customer's personal information if required to do so by law or in good faith, if such action is necessary to:
    - comply with any applicable law or legal process;
    - protect and defend the rights or property of TM and its users;