

TM Net Sdn. Bhd. (451011-M)

1.0 TYPE OF APPLICATION

Type of Application Packages (Select one)

- New
- tmnet streamyx Basic
- ADSL 2.0M / 512K
- RM188
- ADSL 1.0M / 384K
- RM88 (without modem)
- RM99 (with modem)
- ADSL 512K / 256K
- RM44 for 60 hrs (without modem)
- RM66 (without modem)
- RM77 (with modem)
- RM99 (wireless)
- ADSL 384K / 128K
- RM20 for 10 hours (without modem)

- Downgrade
- tmnet streamyx SOHO (with modem)
- ADSL 1.0M / 384K
- RM148
- tmnet streamyx Enterprise (with modem)
- ADSL 1.0M / 384K
- ADSL 2.0M / 384K
- SDSL 1.5M
- tmnet streamyx Corporate (with modem)
- ADSL 1.0M / 384K
- ADSL 2.0M / 384K
- SDSL 1.5M

- Upgrade
- (Please tick wherever appropriate)
- tmnet streamyx in-a-box
- Type of Collection
- Self-collect
- Courier (Please fill in item 6.o)
- modem rental RM5/month for 24 months (applicable for RM44 for 60 hrs and RM20 for 10 hrs)

Value Added Services

- (please tick wherever appropriate)
- tmnet online guard (RM2 per month)
 - Virus Shield Anti Spamming (e-mail) (RM2 per month)
 - Anti Virus Solution (RM5 per month)
 - tmnet hotspot (RM15 per month)
 - tmnet xfilter (RM10 per month)
 - Other packages (please specify)



For upgrade or downgrade, please state existing Login ID

IMPORTANT ACKNOWLEDGEMENT

- tmnet streamyx basic package is applicable for personal application only.
- Minimum subscription period is 12 months for all packages except with modem rental and 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 tmnet streamyx) before installation of service.
- Customer is responsible for internal wiring, NIC card and networking.
- Self-Installation customer is required to prepare own modem before the 7- days auto account activation.
- For tmnet streamyx in-a-box & without modem package :
 - Auto account activation is 7-days from the date of registration for self collection and 10-days for courier.
 - 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 Net 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.
- 1st bill received will include the following fees :
 - RM75 for activation.
 - RM88 for installation (if applicable).
 - First & second month advanced subscription fee.
- For account activated on every 29th, 30th or 31st, the current charges for the month will be prorated.
- If customer terminates tmnet streamyx 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.
- tmnet streamyx bill must be paid before the due date to avoid any service suspension. During suspension period, TM Net 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.

2.0a APPLICANT DETAILS

Name of Applicant/Organisation (As per NRIC/Passport/ROC)

Installation Address

City Postcode State

Tel. No. (Where tmnet streamyx is to be connected) Home No.

(For Personal Applicant)

Office Tel. No. Fax No.

Mobile No. Email

NRIC Passport No.

(Malaysian Citizens – Please enclose a copy of NRIC) (Non-Malaysian Citizen – Please enclose a copy of Passport)

Date of Birth Gender Male Female

Preferred access login ID 1: 2: 3:

(Minimum 3 characters, maximum 8 characters)

Preferred email login ID 1: 2: 3:

(Minimum 3 characters, maximum 8 characters (xxx@streamyx.com))

2.0b ADDITIONAL DETAILS FOR ORGANISATION

Organisation Type MNC GOVT SMI NGO

Registration No.

(Please enclose a copy of Company Registration Certificate)

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)

Office Tel. No. Mobile No.

Email

Technical Contact :

Name

Tel. No. Email

3.0 INVOICING AND BILLING INFORMATION

Billing Name

Billing Address

City Postcode

State Country

Contact Person's Email Address

Are you interested to sign-up for TM Net's Autopay service?

Yes No

IF APPLICANT IS NOT THE OWNER OF TELEPHONE LINE, PLEASE FILL UP ITEM 5.0a AND 5.0b

5.0a 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 _____ (tmnet streamyx applicant name) NRIC No. _____ to apply for tmnet streamyx via my fixed telephone number _____. I hereby warrant that the above authorisation is the only authorisation given for the purpose of subscribing for a tmnet streamyx and I shall NOT authorise the usage of the above telephone number for subsequent application of tmnet streamyx service to other parties.

Signature of Telephone Owner Date

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

5.0b APPLICANT ACKNOWLEDGEMENT (to be filled by applicant)

I, _____ (tmnet streamyx 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 tmnet streamyx service. I further agree that TM Net Sdn. Bhd. shall not be responsible in any way whatsoever for any disruption to tmnet streamyx 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

6.0 ACKNOWLEDGEMENT FOR tmnet streamyx IN-A-BOX DELIVERY VIA COURIER

Please state your delivery address:

City Postcode State

Additional Terms and Conditions:

- tmnet streamyx in-a-box (modem set) forms part of the terms and conditions for tmnet streamyx 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 TM Net 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 TM Net 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 tmnet streamyx in-a-box Modem Acceptance Form for modem replacement within twenty one (21) days from date of registration to any TM Net authorised outlets/resellers.
- 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, _____ (tmnet streamyx 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 tmnet 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 tmnet streamyx in-a-box Modem Acceptance Form.

7.0 FOR TM Net USE ONLY

Type of service Permanent Temporary (Reason) _____

Account Executive Name

Mobile No.

Approval for Temporary account

Name

Designation

Signature Date

4.0 ACKNOWLEDGEMENT

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

Signature of Applicant Official Stamp Date

Upon receipt of this application, TM Net Sdn. Bhd. 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.

8.0 FOR AGENT USE ONLY

Resellers ID Agents ID

Resellers Name

Official Stamp Date

TERMS AND CONDITIONS FOR TMNET STREAMYX

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SIGN UP FOR THE TMNET STREAMYX SERVICE. BY INDICATING YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREOF, YOU ARE DEEMED TO ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL THE FOLLOWING TERMS AND CONDITIONS FOR THE USE OF TMNET STREAMYX SERVICE PROVIDED BY TM NET SDN. BHD. ("TM Net"). TM NET RESERVES THE RIGHT TO UPDATE OR REVISE THESE TERMS AND CONDITIONS FROM TIME TO TIME. THE USER SHALL BE DEEMED TO CONSENT TO THE CUSTOMER IN SUCH A MANNER AS TM NET DEEMS APPROPRIATE. CONTINUATION IN THE ACCESS OR USE OF THE TMNET STREAMYX SERVICE SIGNIFIES ACCEPTANCE OF THE CHANGES TO THESE TERMS AND CONDITIONS WITH REGARD TO THE TMNET STREAMYX SERVICE.

- The Service**

TM Net is a company which is involved, amongst others in the provision of Internet and multimedia products and services and is desirous at the request of the Customer to provide to the Customer, tmnet Streamyx Service ("the Service" as hereinafter defined) on TM Net'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 Net.
- Definitions**

"Activation Date" means the date on which the Service and User Account (hereinafter defined) are activated for the Customer by TM Net 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 Net 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 Net 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 Net on lease basis to enable usage of the Service by the Customer, as may be decided by TM Net 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 Net from time to time, and as more particularly described in Clause 4 herein.

"Registration Date" means the effective date of this Agreement which is the date upon which TM Net approves the Customer's clause 3.1 herein.

"TM Net" means TM Net Sdn. Bhd. (Company No. 451011-M), a company incorporated under the laws of Malaysia with its business address at TM IT Complex, 3300 Lingkaransah Satu Timur, 63000 Cyberjaya, Selangor.

"tmnet 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. Word and expressions denoting the singular include plural numbers and words and expressions denoting the plural shall include the singular number unless the context otherwise requires.

Word 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.
- Commencement of Services**
 - The 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 Net ("Registration Date"). TM Net reserves the right to decline any application without assigning any reason thereto.
 - The Service and Minimum Subscription Period shall commence after the successful completion of the Service installation, whether by TM Net, its appointed contractor or the Customer himself (as applicable) and upon the date on which the Service is activated for the Customer by TM Net ("Activation Date").
- Minimum Subscription Period & Term**
 - 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 Net for the Service, such other minimum subscription period as may be applicable to the relevant promotions as may be prescribed by TM Net from time to time.
 - This Agreement shall remain in full force and effect for the duration of the Minimum Subscription Period and upon expiry of the Minimum Subscription Period, this Agreement will automatically be renewed on a monthly basis unless earlier terminated by either Party hereto in accordance with the provisions of this Agreement.
- Application for the Service**
 - The Customer may apply for the Service online and offline.
 - Upon submission of the Application Form (whether online or offline), the Customer shall ensure that all information (and documents) submitted to TM Net for the purpose of subscribing to the Service (including information requested to be submitted with the Customer's Application Form or information upon TM Net's request) are accurate, current and complete and the Customer hereby undertakes to inform TM Net of any updates to such information in the event of any changes thereto.
 - The Customer is required to submit to TM Net 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 proprietor 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 and Corporate Package:
 - Company – either 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 Net pursuant to these Terms and Conditions are duly certified by the company secretary or an authorised representative of the Customer.
 - In order to subscribe and establish connection to the Service, the Customer may use the Leased Equipment provided by TM Net or his own equipment to be connected to the Customer's telephone line to enable usage of the Service.
- Service Availability**
 - Upon receipt by TM Net of all the supporting documents specified in clause 5.3 hereof, TM Net shall register the Customer's application and verify and confirm availability of the Service at the Customer's designated address as stated in the Customer's Application Form ("Designated Address").

In the event that the Service is not available in the Designated Address, TM Net may inform the Customer and the Customer's application will be kept in TM Net'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 Net makes no guarantee or warranty to the Customer that the Service will become available at the Designated Address, and TM Net shall not be held liable or responsible in the event that TM Net are unable to provide such Customer with or facilitate availability of the Service at the Designated Address.
 - In the event that the Service is available at the Designated Address, TM Net 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 tmnet Streamyx Basic without modem package and tmnet Streamyx In-A-Box package attached hereto, as applicable).
 - For avoidance of doubt and subject to Clause 8.5 hereof, TM Net shall not be responsible or liable for any problem arising between Telekom Malaysia Berhad as the telephone line providers and the Customer 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 Telekom Malaysia Berhad as the telephone providers, this will affect the availability of the Service and the Service may be terminated by TM Net.
- Installation & Account Activation**
 - Unless otherwise arranged or provided to the Customer, TM Net and/or its appointed contractor shall fix an appointment date with the Customer for installation of the Service at the Designated Address by TM Net 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 Telekom Malaysia fixed line only;
 - AC power supply for tmnet streamyx modem;
 - 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 Net upon registration;
 - DSL Modem (if modem is not leased from TM Net as part of the package).
 - Approval in writing of the owner 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 site approval for the installation of the Service; and
 - Any other requirement as TM Net may notify to the Customer from time to time.
 - Upon TM Net's satisfaction that the Customer is ready with all the basic equipment required for the Service as specified in clause 7.1 above, TM Net and/or its appointed contractor shall confirm the appointment date and TM Net and/or its appointed contractor shall carry out the installation of the Service at the Designated Address within twenty four (24) hours from TM Net's confirmation thereof, at such time as may be agreed by the Parties.
 - In the event that the Customer is not ready with the basic equipment as required in clause 7.1 above, TM Net 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 Net may in its absolute discretion cancel the Customer's registration for the Service, unless the Customer submits a request in writing to TM Net within the said fourteen (14) day time frame to further defer the installation date for the Service and TM Net 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.
 - Notwithstanding anything to the contrary in this Agreement, where the Customer subscribes to either the tmnet Streamyx Basic without modem package or tmnet Streamyx In-A-Box package, the User Account and the Service will be activated automatically by TM Net 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 Net upon such Activation Date. The Customer is solely responsible for ensuring that the tmnet Streamyx Basic without modem package or tmnet Streamyx In-A-Box package is properly installed at the Designated Address prior to such Activation Date. In the event that the tmnet Streamyx Basic without modem package or tmnet 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 tmnet Streamyx Basic without modem package or tmnet Streamyx In-A-Box package, clauses 7.1, 7.2 and 7.3 hereunder will not apply.
- Fees**
 - The fees for the Service shall be at the applicable rate indicated in the Application Form or such rates as may be prescribed and informed to the Customer by TM Net from time to time.
 - 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 Net, within the time period specified in TM Net's bill for the Service, all charges, fees, rentals, costs or other amounts whatsoever as shown in TM Net's bill, notwithstanding that the Customer may dispute the same for any reason(s) whatsoever.
 - In the event of suspension or termination of the User Account at any time during the Minimum Subscription Period, except where such termination arises from TM Net's breach or fault or an event of Force Majeure, then the Customer shall be liable to pay to TM Net all fees for the Service outstanding to TM Net from the date of such suspension or termination until the end of the Minimum Subscription Period.
 - 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**
 - In the event the amount stated in TM Net's bill or any part thereof remains unpaid after the due date, TM Net 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.
 - The billing date will commence from the Activation Date.
 - TM Net will issue the bill on monthly basis and the Customer is obligated to do reasonable inquiry in the event that he has not received the bill within the expected period. The Customer hereby acknowledges that non-receipt of any statement of account, bill, statement or any correspondence in relation to the Service subscribed shall not be a valid reason for the Customer to withhold or delay any outstanding payments to TM Net for the Service.
- Alteration/Modification/Restoration/Investigation**

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 Net from time to time.
- Change of Service Package Plan**

The Customer is not allowed to downgrade the Service package during the Minimum Subscription Period. Any request by the Customer for upgrades or downgrades of his Service package plan after the Minimum Subscription Period shall be subject to TM Net's written approval which consent shall not be unreasonably withheld. For any allowable upgrades or downgrades as aforesaid, installation, activation and any other applicable fees will be charged to the Customer at a rate specified by TM Net from time to time. 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 Net. 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**
 - 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 Net 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 Net's prior approval before making any changes to the network configuration and interconnecting the private network to any public network;
 - be responsible for ensuring that the Customer's personal computer is equipped with network card;
 - 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 Net, 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 Net 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 Net. 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 Net.
- Prohibited Use**
 - 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 tamper with any systems with computers or computers with computers or systems with computers;
 - not infringe any intellectual property rights of TM Net, 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 Net and shall use the Service only for the purpose for which it is subscribed;
 - not resell or sub-lease the Service to any third party without the prior written consent from TM Net; and,
 - not use the Service in any manner, which in the opinion of TM Net may adversely affect the use of the Service by other Customers or efficiency or security as a whole.
- Security and Other Features**
 - The Customer shall take all such measures as may be necessary to protect his own system and network.
 - 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.
 - The Customer shall report to TM Net 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 Net shall not be held responsible for any prohibited and/or unauthorised use of the Service as provided in this Agreement.

- 15. Leased Equipment**
15.1 In connection with any Leased Equipment that may be provided by TM Net for use of the Service the Customer shall:
(i) take appropriate measures to safeguard the Leased Equipment;
(ii) properly maintain and keep the Leased Equipment at a safe place;
(iii) adhere to all instructions and notices (written or otherwise) given by TM Net from time to time regarding the use of such Leased Equipment;
(iv) be responsible for all costs of repairs incurred in relation to the Leased Equipment in the event it is proven that any fault in such Leased Equipment whether by act or omission is caused by the Customer;
(v) return and surrender the Leased Equipment to TM Net 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 Net for any Leased Equipment which the Customer fails to return or surrender to TM Net upon termination of the Service;
(vii) not hold TM Net liable in the event that the Customer's own equipment and/or other devices is damaged due to including but not limited to floods, fire and lightning strike whilst using the Leased Equipment; and
(viii) not hold TM Net liable or responsible in the event that TM Net are unable to replace or change the Leased Equipment to a similar model or type as the Customer's existing Leased Equipment and TM Net reserves the right to replace the Leased Equipment to any model or type available at the relevant time, at TM Net'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 Net. Upon visiting the Customer's premises, if TM Net and/or its appointed contractor determines that such interruption, loss or unavailability of the Service is not attributable to or caused by any fault in the Leased Equipment or TM Net's network, then TM Net 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 Net from time to time for the visit to the Customer's premises.
- 16. 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 Net 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 Net.
16.2 The installation of the configuration and software for the Customer's equipment can be conducted by the Customer themselves as per TM Net'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 such consent to enable TM Net and/or its appointed contractor to do the installation without any disruption.
16.4 TM Net 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 Net 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 Net's equipment or otherwise.
16.6 In the event the Customer requests for TM Net'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 Net's appointed contractor agrees to render such assistance, TM Net will not be involved or responsible for any fees or charges for such additional support services which TM Net's appointed contractor may impose on the Customer. TM Net 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**
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.
- 18. Suspension of Service**
18.1 Without prejudice to any other rights or remedies and notwithstanding any waiver by TM Net of any previous breach by the Customer, TM Net may suspend the Service for a period determined by TM Net in its sole discretion in the event that:
(i) any fee and/or payment due hereunder for the Service provided is not settled in full on due payment date;
(ii) in the event the Customer fails to comply with the terms of this Agreement;
(iii) any scheduled or unscheduled outages occur which cause interruption to the Service, including but not limited to maintenance of TM Net's equipment or systems.
18.2 In the event of any suspension of the Service by TM Net in accordance with Clause 18.1(i) and Clause 18.1(ii) hereof, TM Net 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 Net shall have the right to impose on the Customer a reconnection fee at a rate as specified by TM Net from time to time.
18.3 For the avoidance of doubt, the abovementioned suspension exercise shall not prejudice the right of TM Net to continuously bill the Customer for the subscription fees and/or recover all other charges, costs, and interests due and any other incidental fees incurred during the period of suspension. In the event of subsequent suspension of the Customer's Service by TM Net, 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 Net 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 Net from time to time.
- 19. Change of Customer's Details**
The Customer undertakes to inform TM Net of any change of the Customer's information provided earlier to TM Net within fourteen (14) days of such changes. Failure by the Customer to notify TM Net 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.
- 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;
(ii) the other breaches any term, condition, undertaking or arrangement with or for the benefit of creditors or either party or allow any judgment against either party to remain unsatisfied for the period of twenty-one (21) days; or,
(iii) any event of Force Majeure occurs as specified in Clause 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 Net under this Agreement or at law, TM Net may terminate this Agreement by giving the Customer fourteen (14) days notice, in writing, if the Customer:
(i) fails to comply with TM Net's policy(ies) and/or instruction(s) communicated to the Customer, in writing; or
(ii) is in breach of any provision under Communication and Multimedia Act, 1998 or any other rules, regulations, by-laws, acts, ordinances or any amendments to the above.
20.3 Notwithstanding the above, TM Net may terminate the Service under this Agreement immediately, without penalty, if:
(i) the Customer fails to make payment of fees, Charges and/or any sum due to TM Net within the stipulated time. Notwithstanding the termination by TM Net, the Customer shall remain liable for all fees due and owing to TM Net during the Minimum Subscription Period.
(ii) the Customer fails to comply with the terms of this Agreement, and TM Net, in its sole discretion is of the opinion that such breach shall not be tolerated and shall not fall under provision of Clause 20.1 (i) above; and/or,
(iii) the Customer provided false or incomplete information to TM Net.
20.4 Such termination, as hereinbefore mentioned in Clauses 20.2 and 20.3, shall not prejudice the right of TM Net 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 Net shall immediately become due and payable and the Customer shall upon demand by TM Net settle all amounts within the time stipulated by such demand. The Customer shall forthwith return the Leased Equipment (if any) to TM Net in a good condition (fair wear and tear excepted).
20.7 Any fee and/or charge paid by the Customer to TM Net pursuant to this Agreement shall not be refundable upon termination of the Service by the Customer.
20.8 TM Net 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.
- 21. Disclaimer**
21.1 The Service is provided on an "as is" basis. TM Net 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 Net 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 Net hereunder. TM Net's liability (if any) is limited to restore and if necessary to replace the Leased Equipment if TM Net decides that the Leased Equipment is not in working conditions or faulty not due to the Customer's act or omission.
21.3 TM Net shall not be liable in the event that the Customer's own equipment and/or other devices is damaged due to Force Majeure Event including but not limited to floods, fire and lightning strike while using the Service. TM Net'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 Net 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.
21.5 While every care is taken by TM Net in the provision of the Service, TM Net 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 Net 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.
- 22. Indemnity**
22.1 The Customer undertakes and agrees to indemnify, save and hold harmless TM Net 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 Net may sustain, incur or pay, or as the case may be, which may be brought or established against TM Net by any person including a company or corporation whosesoever 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 Net shall use its best endeavours to ensure the continuity and efficiency of the Service at all times but shall not be liable for any loss, damage, consequential or otherwise, arising out of any failure of the Service caused unless such default, error, omission or loss is due to the willful neglect or fault of TM Net. Notwithstanding the aforementioned, the extent of TM Net's liability shall be limited to correcting the failure of the Service only.
- 23. Confidential Information**
Except with the prior written consent of the other Party, either Party shall not at any time communicate to any person any confidential information disclosed to him for the purpose of the provision of the Service or discovered by him in the course of the provision and performance of the Service. For the avoidance of doubt, TM Net 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.
- 24. Compliance with applicable laws**
The Customer shall comply with and not to contravene any and all applicable laws and regulations of Malaysia relating to the Service or otherwise, including but not limited to Communication and Multimedia Act 1998 and its subsidiary legislation, other Acts of Parliament, local by-laws, rules and regulations issued by relevant government bodies and/or authorities.
- 25. Variation**
TM Net 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 Net to the Customer in such manner as TM Net 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 his rights or obligations under this Agreement to any other person whatsoever except with prior written approval of TM Net. TM Net 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 Net and consent for the abovementioned is hereby given by the Customer.
- 28. Binding on Successors**
These terms and conditions are binding upon the successors, executors, administrators, personal representatives and assign of the Customer and upon the substitute and assigns of TM Net.
- 29. Indulgence and waiver**
29.1 No delay or indulgence by TM Net in enforcing any term or condition of this Agreement or granting of time by TM Net to the Customer shall prejudice the rights or powers of TM Net under this Agreement or at law.
29.2 Failure by TM Net 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 Net of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.
- 30. Notice**
All notices, requests or other communications required or permitted to be given or made hereunder shall be in writing and delivered either by hand, or sent by prepaid registered post or legible telefax addressed to the Party at his address set out in the application form for the Service or to such other address or facsimile number as any Party may from time to time duly notify to the other Party. Such notices, requests or other communications shall be deemed to have been given by facsimile immediately after transmission thereof or if sent by post, forty-eight (48) hours after posting.
- 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 accident or other competent authority, including 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 either 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**
This Agreement shall be governed and construed in accordance with the laws of Malaysia.
- 33. Goods and Services Tax Act**
33.1 Where Goods and Services Tax ("GST") is applicable to TM NET as the supplier under this Agreement, TM NET is entitled to charge the GST payable to the government on the TM NET Equipment supplied to the Customer.
33.2 If TM NET is liable for GST as contemplated by Clause 33.1 then:
(i) TM NET 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 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 paragraph 33.1 shall be paid by the Customer.
- 34. Customer's Warranties and Acknowledgement**
34.1 The Customer hereby warrants that:
(i) he has the legal capacity to enter into this Agreement and is not a minor; and
(ii) if the Customer is a body corporate, it has the required corporate authority to enter, execute and be bound by the terms and conditions of this Agreement.
34.2 The Customer acknowledges that:
(i) he has read and fully understood all the terms and conditions herein upon signing the Application Form and agrees to be bound by the same upon TM Net accepting the application;
(ii) the details and documents provided to TM Net together with the Application Form are true, genuine and contain the latest information and allows TM Net to conduct independent verification of the same with any organization or body;
34.3 Notwithstanding the above, TM Net reserves the right to reject the application or require the Customer to furnish further details or documents as TM Net deems fit and necessary without assigning any reason whatsoever.
34.4 The Customer further acknowledges and agrees that:
(i) It is TM Net's policy to use the Customer's data and personal information acquired through the registration process or through the Customer's use of TM Net's products and services for its business purposes.
(ii) TM Net may use the Customer's personal information for the internal purposes of customizing advertisements and content on the website(s) and TM Net's partner sites, providing information to the Customer of other products and services available from TM Net and its affiliate, processing and fulfilling Customer request 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).
(iii) TM Net will disclose the Customer's personal information if required to do so by law or in good faith, if such action is necessary to:
(a) comply with any law enforcement agency, court orders or legal process; and/or
(b) protect and defend the rights or property of TM Net and its users.