

TERMS AND CONDITIONS

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING UP FOR THE SERVICE(S). BY EXECUTING THE SERVICE ORDER, THE CUSTOMER IS DEEMED TO ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS FOR THE USE OF THE SERVICE(S) PROVIDED BY TIME.
THE SERVICE ORDER INCLUDING ANY ATTACHMENTS, APPENDICES, ADDENDUMS, AMENDMENTS OR UPDATES SHALL CONSTITUTE THE WHOLE AGREEMENT BETWEEN THE CUSTOMER AND TIME.

GENERAL TERMS AND CONDITIONS

1.1 Definitions

- "Account" means the Customer's telecommunication Account(s) created for the subscription of the Service(s).
- "Act" means the Communications & Multimedia Act, 1998 or any other applicable Act in force at the time.
- "Affiliate" means TIME holding company, subsidiary, associated and related company, successors, assignees, employees and agents.
- "Application Form" means Service Order, Modification Form, Enrolment Form and the general and specific terms and conditions including any attachments, appendices, addendums, amendments and any updates published on TIME's website.
- "Auto Debit Services" means an arrangement or instruction by the Customer that authorizes the Card Issuer to pay for the Charges automatically on a given date.
- "Card" means the applicable credit card or charge card nominated by the Customer for the Auto Debit Services.
- "Card Issuer(s)" means any banks, financial institution or legal entity which is the issuer of the Card.
- "Charges" means all fees, prices, tariffs, outstanding amounts, penalties and any other charges stated in the Invoice to be issued by the Customer in Ringgit Malaysia to TIME for the use of the Services.
- "Customer" means a person (including body of persons, corporate or unincorporated) or any government agencies whose application for the Services is accepted by TIME.
- "Customer Request Date" or "CRD" means the date requested by the Customer in the application form for the supply, delivery, installation, activation of the Services at the Customer's premises.
- "Due Date" refers to the date of payment as stipulated in the Invoice or such other date as notified by TIME to the Customer.
- "Equipment" means any equipment sold, leased, maintained or otherwise by TIME to the Customer, for the provision of the Services.
- "Extended Contract Period" means the period extended or renewed automatically on a yearly basis upon the expiry of the Minimum Contract Period.
- "Invoice(s)" means the bill(s) sent by TIME to the Customer indicating the amount of Charges for the Services.
- "Late Payment Interest" means the penalty imposed at 8% per annum on all outstanding amounts and cost incurred by TIME from the day after the Due Date until the date of the Customer's full payment.
- "Minimum Contract Period" means the contract period that the Customer is required to subscribe for the Services as stated in the Service Order Form and shall commence on the Service Commencement Date.
- "Modification Form" means the form to be filled in by the Customer in order to change their Service Package Plan, requesting additional Services, Service upgrade or downgrade.
- "PIN" means the Customer's Personal Identification Number issued by TIME upon registration of Customer's account for using the Services.
- "Registration Date" means the date the Customer's account for the Services is registered by TIME.
- "Service(s)" means any supply, delivery, installation, activation of info-communication services provided by TIME to the Customer.
- "Service Activation Test(s)" means the applicable standard test(s) carried out by TIME to establish the Service readiness.
- "Service Address" means the address where TIME agrees to provide the Services to the Customer.
- "Service Order" means the application form, registration form, order details, and the general and specific terms and conditions including any attachments, appendices, addendum, to be filled in and executed by the Customer for the Services.
- "Service Package Plan" means package(s) of service(s) offered to customer as indicated in the Service Order and or order details upon subscription of the Service.
- "Service Provider(s)" means any network operator or telecommunications service provider whose network is connected to TIME.
- "Specific Terms and Conditions" means the specific terms and conditions as may additionally stipulated by TIME from time to time in respect of the Services.
- "SKMM" means Sunjahraya Komunikasi dan Multimedia, Malaysia.
- "System" means any equipment, facility, apparatus, plant, pole, line, wire or cable installed at the Service Address.
- "TIME" means:
 - a) TT dotCom Sdn. Bhd. for Direct and Indirect Services; and / or
 - b) TIME dotNet Bhd for Internet Services
- If the Customer subscribes to more than one Service, the combination of the parties as above will form the parties to this Agreement.

1.2 Interpretations

The attachments are read and construed as part of this Agreement. The headings are for convenience. References to statutes include statutes as modified or re enacted. Where two or more persons or parties are included their agreements, covenants and undertakings are enforceable jointly and severally. References to agreements or documents include agreements or documents as amended or revised.

2. Application for the Services

- 2.1 The Customer must be at least 18 years old to be eligible to apply for the Service(s).
- 2.2 The Customer must be sane in his/her mind and is required to submit supporting documents with all information being accurate, complete and current. The Customer undertakes to inform TIME of any updates or changes to such information or documents.
- 2.3 The approval for the application is subject to TIME's sole discretion and TIME may reject the Customer's application for the Services without giving any reasons whatsoever.
- 2.4 In the event the Customer decides to cancel its application after the application has been approved by TIME, TIME shall charge the Customer for the actual amount of work done for the preparation of the installation and/or activation of the Service.

3. Agreement Period

- 3.1 This Agreement shall be effective upon TIME's acceptance of the duly completed and executed Service Order and registration of the Customer's account for the Service.
- 3.2 The Agreement shall remain in full force and effect for the duration of the Minimum Contract Period and shall be automatically renewed on a yearly basis upon the expiry of the Minimum Contract Period (hereinafter referred to as "Extended Contract Period"), unless otherwise terminated by the Customer by giving a thirty (30) working days' written notice to TIME prior to the expiry of the Minimum Contract Period.

4. Commencement of Service

- 4.1 The Services shall commence ("Service Commencement Date") when:
 - (a) the Service is installed, tested, activated and made available for the Customer pursuant to Clause 4.7 below; or
 - (b) the Customer's PIN is issued to the Customer upon registration of Customer's account; or
 - (c) the Customer's first usage of the Services,whichever occurs first.
- 4.2 If the Services need to be installed at Customer's premises, TIME or its appointed contractor shall supply, deliver and carry out the installation at the Service Address and on the Customer Request Date stipulated in the Service Order.
- 4.3 Unless stated otherwise, the Customer is required to obtain the necessary licenses, permissions and consents for the installation of the Services at the Customer's own costs.
- 4.4 Notwithstanding Clause 4.2 above, the Customer shall provide TIME with such assistance, co-operation, facilities and environmental conditions for the supply, delivery, installation and commissioning of the Services including but not limited to the housing of any Equipment, secure and constant electricity supply, the back-up supply and other electrical, installations or fittings to enable the installation and activation of the Services at the Customer's own cost.
- 4.5 In the event the Services cannot be installed and/or activated on the agreed CRD as stated in the Service Order ("Initial CRD") due to:
 - (i) Customer's failure to make the premises ready and available for installation; or
 - (ii) Customer's failure to obtain the necessary permissions, approvals, consents, licenses; or
 - (iii) Customer's request to change the CRD; or
 - (iv) any reason whatsoever which is not due to TIME's fault;the Customer may request to change the Initial CRD to another date. The Customer is allowed to Change the CRD twice after the Initial CRD but in any event no later than three (3) months from the Initial CRD.
- 4.6 If the circumstances stated in Clause 4.5 above cannot be rectified or remedied and Services still cannot be rendered at the end of the three (3) month period, TIME reserves the right to immediately terminate the application and charge the Customer for all work done in preparation for the installation and/or activation of the Services.
- 4.7 TIME shall carry out the Service Activation Test(s) after the installation and may automatically activate the Service upon the successful completion of the Service Activation Test(s) without prior notice to the Customer.
- 4.8 However, TIME shall not be responsible to conduct further Service Activation test(s) if the failure to commission the Services is caused by:
 - (i) the Customer, its employees, agents or sub-contractors; or
 - (ii) the failure of the Customer to comply with the terms of this Agreement; or
 - (iii) the Customer's network or system.
- 4.9 In which event, TIME reserves the right to immediately terminate the application and charge the Customer for all work done in preparation for the installation and/or activation of the Services.
- 4.10 Notwithstanding anything to the contrary herein, for Services which do not require installation, TIME may automatically activate the Services within such period as TIME may specify from the Registration Date without notice to the Customer.
- 4.11 In the event TIME has installed, activated and made available the Service to the Customer but the Customer is not ready to commence the Service, TIME shall allow a grace period of three (3) working days for domestic service; and seven (7) working days for international service, to defer the Service Commencement Date. TIME will start billing the Customer upon the expiry of the relevant grace period.

5. Charges

- 5.1 The Charges for the Services shall be at the applicable rate as indicated in the Service Order or such rates as TIME may prescribe and notify the Customer from time to time.
- 5.2 The Customer may choose to pay the Charges either by cash, bank draft, cheque, e-payment or credit/charge card. For credit/charge cards, usage is subject to the terms and conditions stipulated in Clause 8 herein.
- 5.3 If the Charges or any part thereof remains unpaid after the Due Date, TIME shall charge the Customer Late Payment Interest and later suspend, restrict or terminate any or all of the Services provided under that particular Account or any other Account under the Customer's name.
- 5.4 The Customer shall be liable to pay all other amounts outstanding to TIME which shall include but not limited to TIME's costs and expenses on solicitor-client basis and other incidental costs as a result of TIME having to recover such amount through legal action.
- 5.5 If the Service is temporarily suspended due to Customer's request or the Services are interrupted or lost due to Customer's negligence or default, TIME shall have the right to continue charging the Customer and the Customer shall be liable to pay all the Charges during such period.

6. Deposit

- 6.1 Upon registration of Customer's account for the Services, the Customer is required to pay deposit as security for payment of the Charges and other amounts related to the provision of the Services.
- 6.2 The security deposit shall be based on the type of Services and Service Package Plan as stated in the Service Order.
- 6.3 TIME may vary the amount of the security deposit for foreign customers.
- 6.4 TIME reserves the right to set off the security deposit against any outstanding Charges in the customer's account that remains unpaid. The remaining balance will be refunded to the Customer without interest after the Customer's account is fully settled and this Agreement is terminated.

7. Invoice

- 7.1 The Invoice will be sent to the Customer on a monthly basis unless indicated otherwise by the Customer in the Service Order.
- 7.2 TIME reserves the right to include all Charges and other amounts outstanding to TIME which TIME may not have included the Customer in previous Invoice(s). The Customer shall pay all Charges on or before the Due Date stated in the Invoice.
- 7.3 The Customer shall inform TIME immediately if the Customer does not receive an invoice from TIME over any sixty (60) days period.
- 7.4 Notwithstanding Clause 7.2 above, the Customer hereby acknowledges that non-receipt of any Invoices, statement of account, bill, statement or any correspondence in relation to the Services shall not be a valid reason for the Customer to withhold or delay any outstanding payments to TIME for the Services.
- 7.4 If the Customer has more than one account with TIME, TIME may consolidate the Customer's payment towards outstanding amounts for any one of the Services and may transfer the credit balance under one account to settle outstanding amounts due under other account or accounts).
- 7.5 If the Customer disputes the Charges stated in the Invoice, the Customer shall within Seven (7) days from the receipt of the Invoice immediately notify TIME in writing and the Customer may temporarily withhold the disputed payments no longer than thirty (30) days from the Due Date. TIME will investigate the disputed charges and shall provide written response to the Customer within thirty (30) days from the date of receipt of Customer's notification. TIME's decision shall be final and conclusive and binding upon the Customer. If the dispute is resolved in TIME's favor, the Customer shall pay TIME the disputed amount together with the Late Payment Interest.

8. Auto Debit Services

- The Customer may choose to pay for the Charges via charge or credit card ("Card") by using Auto Debit Services and the following terms and conditions shall apply and such other terms and conditions as may be imposed by the issuer of the Card from time to time:
- (i) The Customer shall complete and return the necessary form/documentation together with a copy of the Card (both sides)
 - (ii) The name of the cardholder used for Auto Debit Services shall be the same with the name of the owner of the Account created with and maintained by TIME, either solely or jointly. For third party payment, TIME shall require a copy of an authorization letter from the Card owner;
 - (iii) The Customer shall be notified by TIME on the outcome of his or her application for the Auto Debit Services within thirty (30) days from the date of receipt of the necessary form/documentation;
 - (iv) The Invoices which remain outstanding prior to the Auto Debit Services commencement date shall be settled by the Card Issuer pursuant thereto;
 - (v) The Customer shall formally authorize the Card issuer, to obtain details of the monthly invoices followed by TIME;
 - (vi) All enquiries or disputes pertaining to the Invoices shall be directed to TIME. The Customer is obliged to inform TIME in writing upon any changes in the Card Account numbers or upon his or her intention to withdraw from the Auto Debit Services;
 - (vii) Wherever the Customer shall remain liable for payments made by the Card Issuer pursuant thereto;
 - (viii) TIME reserves the right to terminate the Auto Debit Services without assigning any reasons thereto and shall inform the Customer of such termination by giving fourteen (14) days notice in writing to the Customer.

9. Change of Service Package Plan

- The Customer may request to upgrade/downgrade or change the Service Package Plan during the Minimum Contract Period subject to the rates and terms and conditions as may be prescribed by TIME.
- Any request to modify the existing Service Package Plan may be made by submitting a Modification Form or any other forms as may be prescribed by TIME. TIME reserves the right to accept or decline the Customer's request for such modification.
- Any acceptance of the Customer's modification by TIME, the Minimum Contract Period shall commence on the date the Service Package Plan is modified and activated by TIME and shall be extended accordingly for twelve (12) months thereafter and this shall be the new Minimum Contract Period.
- However, downgrading of any of the Services within the Service Package Plan shall be deemed as premature termination during the Minimum Contract Period and the Customer shall be liable to pay the balance of the remaining contract period.

10. Customer's Responsibilities

- The Customer shall:-
- (i) obtain the necessary permission, license or permit for the supply, delivery, installation and commissioning of the Services at their own cost;
 - (ii) purchase the Equipment (where applicable) and provide/prepare their own internal wiring and sockets within the Service Address for the installation and commissioning of the Services at their own cost;
 - (iii) allow TIME or its contractor to enter the Service Address at a time mutually agreed by both parties to do the necessary installation or maintenance works;
 - (iv) disconnect the Equipment from the System upon request by TIME;
 - (v) not use the Services for unlawful, immoral or improper purposes or to violate others' rights in any way and to take necessary steps to prevent fraudulent, improper or illegal use of the Services;
 - (vi) comply with all laws, rules, regulations and requirements or restrictions imposed at the time being in force by TIME or any other Service Providers for using the Services, Equipment and System;
 - (vii) keep all the Service Providers advised of any changes to third party whether for profit or not unless otherwise agreed by TIME;
 - (viii) inform TIME immediately of any changes in particulars or information in the Customer's Service Order (including change in address and telephone number); and
 - (ix) notify TIME in the event of termination of their Services with their respective Service Providers.

11. Interruptions of Services

- TIME shall have the right to interrupt or suspend any or all of the Services for any emergency or operational reasons. TIME shall restore the affected Services as soon as reasonably practicable or otherwise terminate or permanently disconnect the Services by giving a notice to the Customer specifying the reason(s) for such termination or disconnection.

12. Suspension or Termination of the Services

- Suspension or Termination by TIME:
- 12.1.1 TIME reserves the right to terminate or suspend any part or all of the Services under the Customer's Account with immediate effect in the event:

- (i) the Customer breaches any terms of this Agreement;
- (ii) the Customer becomes bankrupt or insolvent or a bankruptcy petition is filed against the Customer;
- (iii) the Customer is suspected of creating imminent physical harm (such as interruption, disruption or congestion) to TIME's network or Services;
- (iv) the Customer is suspected of fraud or using or allowing the Services to be used for fraud, or other illegal or improper purpose; and
- (v) any authority or regulatory body notifies, instructs and/or requires TIME to stop providing the Services.

12.1.2 Delay by TIME to take action upon the Customer's breach or default shall not prejudice TIME's legal rights to recover all charges, costs, interest due and any other incidental damages incurred thereto.

12.1.3 The Customer may contact TIME's customer service centre to inform and notify TIME on why such suspension or termination should not be effected due.

12.2 Termination by the Customer.

- In the event the Customer terminates the Service during the Minimum Contract Period or the Extended Contract Period:-
- (i) the Customer shall within three (3) days of the termination notice return to TIME all the Equipments provided or leased by TIME; and
 - (ii) the Customer shall within three (3) days of the termination notice pay the balance of the remaining Minimum Contract Period or Extended Contract Period as the case may be.

13. Re-Connection or Re-activation of the Services

- If and when the Customer has made good the breach or default as per Clause 12.1 above, and has paid the restoration or re-connection charges and other costs as TIME may specify from time to time, TIME shall restore the suspended or terminated Services.

14. Disclaimer

- THE CUSTOMER ACKNOWLEDGES THAT IT IS TECHNICALLY IMPRACTICABLE FOR TIME TO PROVIDE THE SERVICE FREE OF FAULTS AND TIME DOES NOT UNDERTAKE TO DO SO. THE SERVICES ARE PROVIDED ON "AS IS WHERE IS" AND "AS AVAILABLE" BASIS. TIME MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT TO THE FULLEST EXTENT ALLOWED BY LAW. NO ADVICE OR INFORMATION WHETHER ORAL OR WRITTEN, OBTAINED BY THE CUSTOMER FROM TIME OR THROUGH THE SERVICES WILL WAIVE OR AFFECT ANY WARRANTY AND SHALL BE USED BY THE CUSTOMER AT HIS OWN RISKS.
- TIME disclaims and excludes all liabilities from the Customer's use of the Services. This applies to other Service Providers, and their officers, employees, contractors and agents or other persons to whom they are responsible, whether it relates to any act, omission or delay by these parties.

TIME and/or its Affiliates will not be liable for special, indirect or consequential damages including loss of profits, revenue, business and anticipated savings for any service interrupted which was caused beyond TIME's control but not limited to any event of force majeure.

TIME is not responsible and accountable for any third party services or products which are not endorsed and/or bundled together with the Service.

In the event TIME is unable to provide the Services continuously for thirty (30) days due to force majeure including but not limited to the Acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, flood, equipment, computer electrical and power failure, fault, interruption or disruption of our or other Service Providers' network, blind-spot, riot, strikes, lock-outs, industrial dispute or epidemics of infectious disease, TIME may terminate this Agreement by giving thirty (30) days written notice to the Customer.

The Customer shall be solely responsible and TIME shall not be liable in any manner whatsoever for ensuring that the usage of the Services is in compliance with all applicable laws, rules and regulations for the use of any telecommunications systems, services or equipments being in force either in Malaysia or at the Customer's country.

TIME reserves the right to amend and update the terms and conditions from time to time on TIME's website at <http://www.TIME.com.my> or in any other manner TIME deem fit.

15. Indemnity

- The Customer agrees to indemnify TIME and/or its Affiliates against all claims made against TIME and/or its Affiliates due to the Customer's breach, negligence or omission in using the Services. This includes claims for defamation, infringement of intellectual property rights, death, bodily injury, property damage or others and all damages, liabilities and losses TIME and/or its Affiliates may suffer or pay to others.

16. Assignment/Transfer

- The Customer shall not transfer or assign any of its rights or obligations under this Agreement whatsoever except with TIME's prior written approval. TIME shall have the right to assign or novate or transfer this Agreement or any parts thereof under to other parties upon notice to the Customer.

17. Taxes

- The Subscriber shall be responsible for all Goods and Services Tax ("GST"), Value Added Tax ("VAT") or other tax or charges and shall indemnify TIME for payment of the same.

18. Notice

- Notices or invoices or communication sent from TIME to the Customer will be sent by ordinary post or facsimile or e-mail to the Customer's address as stated in the Service Order or other address notified to TIME and are deemed served upon posting, faxing or e-mailing.

Notwithstanding Clause 18.1 above, notice or communication posted on the Customer's website at <http://www.TIME.com.my> may also be deemed to be served upon the Customer.

Notices or communication sent from the Customer to TIME shall be sent by registered post or facsimile or e-mail and proof of delivery will be deemed service upon TIME.

Service of legal process upon the Customer may be effected by registered post to the Customer's last known address (for an individual) or to the Customer's registered address (for a body corporate or business entity) as stated in the Service Order Form or other address notified to TIME and deemed served upon posting.

If the Customer fails to notify TIME of change of address, the resulting delay or non-delivery of notices or invoices or communication sent by TIME to the Customer will not affect TIME's legal rights and remedies.

19. Entire Agreement and Severability

This Agreement contains the entire agreement between the Customer and TIME and supersedes all prior agreement, undertakings, negotiations and discussions between both parties.

If a provision of this Agreement is held to be a violation of any law or regulation, such provision shall be deleted but the remaining provisions will continue to be in force.

20. Binding on Successors

This Agreement is binding upon the successors-in-title, executors, administrators, personal representatives and assigns of the Customer and upon TIME's substitutes and assigns.

21. Variation

- TIME reserves the right to vary, add and amend the terms and conditions or any part of this Agreement including but not limited to the tariffs and service package plans at any time and the Customer shall be bound by such amendments or variations. Notice of such amendments may be given by TIME in any manner it deems appropriate. Continued use of the Services by the Customer after such notice is made shall be deemed to be an acceptance to such amendments or variations.

22. Applicable Laws

This Agreement shall be bound by the law and courts of Malaysia.

23. Conclusive Evidence

In any proceedings of law between the Customer and TIME, any certificate issued by TIME as to the monies for the time being due and owing to TIME from the Customer in connection with the Services shall be conclusive evidence of proof that the amount appearing in it is due and owing and payable to TIME.

24. Stamp Duty

The Customer shall pay the stamp duty on this Agreement.

25. Information Usage

TIME agrees (a) to hold all Confidential Information received from the Customer in trust and confidence; (b) to treat such Confidential Information not less than a reasonable degree of care and (c) to use such Confidential Information only for the purpose of providing the Services to the Customer. TIME shall not be authorized by the Disclosing Party in writing, the Receiving Party agrees not to disclose any such Confidential Information, by publication or otherwise, to any person other than those persons who have a need to know such Confidential Information for the sole Purpose of this Agreement.

TIME will allow TIME to use the Customer's information provided in the Service Order provided by the Customer in accordance with this Agreement and to share such information with TIME's Affiliate and others for any purpose.

The Customer may withdraw the Customer's consent in writing to TIME at the following address:-

Level 1, No. 14

Jalan Majistret I/126
Hicom Glenmarie Industrial Park
40150 Shah Alam
Selangor
Malaysia

Attn: Customer Service Centre
Email: customerserv@time.com.my

The Customer must state the Customer's account number, full name, NRIC or PIN number, company registration number, address and sign the letter.

26. Offerings / Gifts (if applicable)

TIME may substitute any offerings / gifts packaged with any of the Services that TIME may make available to the Customer at TIME's sole discretion with offerings / gifts of similar value without giving the Customer any reasons whatsoever.

TIME will not entertain any requests for refunds or substitution of such offerings / gifts for money consideration.

Further terms to govern TIME's grant of any offerings / gifts to the Customer shall be subjected to separate contracts to be entered into by the Customer and TIME (if any).