

SERVICE SCHEDULE A: VOICE SERVICE (RETAIL)

THIS SERVICE SCHEDULE AND THE TERMS HEREIN APPLIES TO THE SERVICES LISTED BELOW IF CUSTOMER HAS SUBSCRIBED FOR THE SERVICES, AND THE SPECIFIC PROVISIONS HEREIN APPLIES TO THE SPECIFIC SERVICE THAT IS SUBSCRIBED, IN ADDITION TO AND IN PREFERENCE OF OUR GENERAL TERMS.

1. THE SERVICE

1.1 **Types.** Our voice service comprises the following types that may be subscribed for:

- (a) home telephone voice service, that is provided together with the home broadband service ("**Basic Home Voice**");
- (b) business telephone voice service, that is provided together with the TIME Fibre Business Internet ("**Basic Business Voice**");
- (c) TIME voice business ("**TIME Voice Business**");
- (d) TIME ethernet voice ("**Ethernet Voice**");
- (e) TIME cloud communications ("**TCC**");
- (f) VOBB for business ("**VOBB-Biz**");
- (g) TIME business conference ("**Conference**");

hereinafter collectively referred to as "**Service**".

1.2 **Description.** Each of the service type is described below.

Service Type	Service Description
(a) Basic Home Voice	Where you are able to make and receive calls from the telephone provided by us with a Geographic Number to any mobile or fixed line anywhere in the world
(b) Basic Business Voice	Where you are able to make and receive calls from the telephone provided by us with a Geographic Number to any mobile or fixed line anywhere in the world, together with the Standard Features.
(c) TIME Voice Business	The plans for this service are available at http://www.time.com.my/small-business/voice/business-calls , together with the Standard Features. This service enables you to make Outbound Calls and receive Inbound Calls.
(d) Ethernet Voice	This is a next generation IP-based voice service that is delivered through dedicated Ethernet connectivity.
(e) TCC	This is the next generation cloud IP-based voice service that is delivered through dedicated Ethernet connectivity.
(f) VOBB-Biz	This service utilises customer's existing internet connectivity service that it subscribed from a third party internet service provider, to provide DID voice services, without the need for the customer to have an Access Line provided by TIME
(g) Conference	This service enables you to connect with any number of people anywhere in the world, your remote teams, customers and third parties, for voice and video conferencing, sharing of documents and sharing computer screens via specified dial-in numbers provided by TIME or via the specified web portal.

1.3 **Service Summary:** Each of the Service types comprises Standard Service Components as detailed below. Deviation of the Standard Service Component may be permissible if TIME consents in writing, and is subject to additional charges that TIME will notify you of, and for which you will pay TIME.

Service Type	What TIME will provide the Customer for each Service type (" Standard Service Components ")
(a) Basic Home Voice	(1) Provisioning of an existing Access Line from the MDF room to the customer's premises that is already used for the TIME Home Broadband Service. (2) An analog or DECT phone (unless omitted by an applicable plan).

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Service Type	What TIME will provide the Customer for each Service type (" Standard Service Components ")
(b) Basic Business Voice	(1) Provisioning of an existing Access Line from the MDF room to the customer's premises that is already been used for TIME Business Broadband Service by the Customer. (2) 2 voice lines but no Access Devices.
(c) TIME Voice Business	(1) Provisioning of a new Access Line from the MDF room or fibre outdoor pedestal to the customer's premises or an existing Access Line currently being used to provide a service to Customer (other than TIME Business Broadband Service). (2) Minimum of 2 voice lines or 1 trunk ISDN PRI (depends on plan selection) (3) Provide an ONU or IMC at customer's premises. (4) the first 100 DID number blocks are provided if the Service is an ISDN PRI service, otherwise 2 DID numbers are provided. (5) Access Devices are not provided by TIME. (6) Provisioning of a maximum of 30 channels (depending on the plan subscribed).
(d) Ethernet Voice	(1) Provisioning of a new Access Line from the MDF room or fibre outdoor pedestal to the customer's premises or an existing Access Line currently being used to provide a service to Customer (other than TIME Business Broadband Service). (2) Minimum of 2 voice lines or 1 trunk ISDN PRI (depends of plan selection). (3) Provide an ONU or IMC at customer's premises (4) Access Devices are not provided by TIME. (5) Provisioning of a maximum of 30 channels (depending on the plan subscribed).
(e) TCC	(1) Provisioning of a new Access Line from the MDF room or fibre outdoor pedestal to the customer's premises or an existing Access Line currently being used to provide a service to Customer (other than TIME Business Broadband Service). (2) Provide an ONU or IMC at customer's premises
(f) VOBB Biz	(1) Assign a static IP Address within TIME's Network; (2) Service activated within TIME's Network.
(g) Conference	(1) Provide a conference account identifier to the customer; (2) Provide the dial-in numbers for conference participants to dial in from anywhere in the world

1.4 Service Subscription. You may subscribe for any of the above Service types as is evidenced by the applicable plan, Service Order and/or the Order Detail form; and accordingly the terms herein shall be applicable as may be appropriate.

1.5 Value-Added Services. You may subscribe for certain value added services as specified by TIME periodically, and such value added services would be subject to the specific terms and conditions as set out in this Service Schedule or in the applicable value added services specific terms. You may subscribe for the value added service at the same time or after you have subscribed for the Service, but you must satisfy the necessary and applicable prerequisites as set out in this Service Schedule or in the applicable value added services specific terms.



1.6 Service Limitations. If the Service depends on the operation of the ONU, IMC or similar equipment, should there be a power failure that affects the ONU or similar equipment, the Service may be interrupted, which interruption is beyond the scope of our responsibility to rectify.

2. SERVICE PROVISION.

2.1 General

2.1.1 TIME does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.

2.1.2 If TIME must change a Service due to incomplete or inaccurate information provided by the Customer, TIME may, in its reasonable discretion, charge the Customer such additional charges that may be incurred for carrying out such a change.

2.2 Service Cancellation by Customer

2.2.1 Notwithstanding Clause 3.1 of the General Terms, Customer may cancel a Service Order for the Service identified in this Service Schedule in the case of:

- (a) for Basic Home Voice and/or Basic Business Voice Services only, at the point of time when we contact you to make an appointment;
- (b) for TIME Voice Business, Ethernet Voice and/or TCC Services only, 30 days after the CRD has lapsed if the Service Location is already RFS or 60 days after the CRD has lapsed if the Service Location is RSF-able; or
- (c) for VOBB-Biz and/or Conference only, 14 days after the CRD has lapsed;

and such cancellation shall be without any liability to pay any Charges, costs or expenses or the Cancellation Charges (unless otherwise prescribed in this Service Schedule). For the avoidance of doubt, the references to "CRD" in this Paragraph refers to the original or first CRD as specified in the Service Order form and not to any revisions thereof (other than if revisions to the CRD is done pursuant to Paragraph 2.3.1 below).

2.2.2 If the Customer cancels a Service Order other than as permitted by the terms in this Service Schedule, the Customer shall pay the Termination Charges and Cancellation Charges which TIME will invoice the Customer, unless waived by TIME.

2.3 Service Cancellation by TIME

2.3.1 Other than service type (f) and (g) (as referred to in Paragraph 1.1 above), TIME shall complete the installation works by the CRD unless TIME experiences delays due to causes beyond its control, Force Majeure Event, or acts or omissions of third party suppliers. If TIME is of the opinion that the CRD may not be achieved TIME may notify the Customer of the revised CRD.

2.3.2 If the Customer delays or fails to perform any of its obligations in this Service Schedule, including Paragraph 3.1, before the CRD, then at TIME's option, TIME may upon notice to the Customer, either:

- (a) change the CRD (notwithstanding Paragraph 2.3.1 above);
- (b) cancel the relevant Service Order(s) and the Customer shall pay the Cancellation Charges as invoiced by TIME; or
- (c) invoice the Customer for any reasonable charges incurred for any work that is performed by TIME on behalf of the Customer and that is directly attributable to the Customer's failure or delay to perform where such work is necessary to provide the Services, and Customer is to pay such an invoice within fourteen (14) days from the date of receipt of this invoice. A failure to do so may result in the Service not being commissioned by TIME by the CRD.

2.3.3 TIME may, in addition to any other Paragraph in this Service Schedule, cancel a Service Order for the Services identified in this Service Schedule where:

- (a) after the SCD, the Customer is in default of any of its obligations in this Service Schedule, and the Customer has failed, neglected or refused to remedy such defaults after receipt of a notice from TIME to do so by the date specified in such notice, and the Customer shall pay the Cancellation Charges to TIME;



- (b) if the Service is either type (f) or (g) as identified in Paragraph 1.1 above, and it is technically not feasible to provide the Service by the CRD, and accordingly neither Party is liable to the other for any loss, costs or expense, and no Termination Charges and/or Cancellation Charges are payable by Customer, other than all preparatory costs incurred by TIME (if any).

2.4 NUMBER ALLOCATION.

In order for you to use this Service, we will allocate numbers to you on the terms as detailed below:

- 2.4.1 **Geographic Number.** If you have subscribed for the Basic Home Voice service, Basic Business Voice service, TIME Voice Business service, Ethernet Voice service, VOBB-Biz service or TCC service (and it is applicable where the Service is bundled with other services that you have subscribed), you would be allocated a specific geographical number from the number blocks that have been assigned by SKMM to TIME. The number will consist of an area code and either a 7 digit or 8 digit subscriber number. Details of the area codes are indicated below:

Area Code	Geographical Location	Area Code	Geographical Location
03	Kuala Lumpur, Putrajaya & Selangor	082/086	Sarawak
04	Kedah, Perlis & Pulau Pinang	087/089	Sabah
05	Perak	087	Labuan
06	Negeri Sembilan & Melaka	09	Pahang, Terengganu & Kelantan
07	Johor		

- 2.4.2 **Additional Numbers.** Unless otherwise specified in this Service Schedule, you may request for additional numbers to be allocated by TIME, and such request is subject to TIME's approval. All requests must be in the designated multiples as may either be specified in this Service Schedule or in the Order Detail Form, and you agree to and will pay the additional periodic charges (unless waive by TIME) for the additional numbers allocated by TIME for the duration of the Initial Service Term, any remainder thereof or any renewal of the Initial Service Term.

- 2.4.3 **Transfers.** No transfer of numbers allocated to you is permissible.

3. SERVICE LOCATIONS

3.1 Customer's Obligations at Service Locations

- 3.1.1 The Customer will at its own expense and prior to the CRD and in advance of any installation work by TIME:
- (a) ensure that all information, items or consents as may be either requested by TIME or required in order for TIME to supply and install the Standard Service Components or provision the Services are completed, made available or obtained at the Customer's own cost in sufficient time to enable the CRD or any revised CRD to be achieved.
 - (b) obtain all necessary consents, including consents for any necessary alterations to buildings and any consents required for the installation and use of any Standard Service Components over the Customer's network or at the Service Locations until the Service Order is terminated;
 - (c) prepare and maintain the Service Locations for the installation of Standard Service Components and supply of the Service;
 - (d) provide adequate space at the Service Locations to install the Standard Service Components, and you will make sure that the space for the Service Equipment is within reach of any other Service Equipment;
 - (e) provide a secure, continuous and appropriate electrical power supplies (AC or DC supply) for the operation and maintenance of the Service Equipment and the Service at such points and with such connections, including any electricity points as TIME specifies or requires;
 - (f) if Customer requires that any Service interruption resulting from failure in the principal power supply, be mitigated, such mitigation is to be done by the Customer;

- (g) provide a suitable and safe working and operational environment, including all necessary trunking, conduits and cable trays, in accordance with the relevant installation standards;
- (h) notify TIME of any health and safety rules and regulations and security requirements that apply at the Service Location;
- (i) provide internal cabling between the Service Equipment and any Customer Equipment, as appropriate;
- (j) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers in time to allow TIME to undertake any necessary installation or maintenance of the Service and carry out afterwards any work that may be required to make good any cosmetic damage caused during the installation or maintenance of the Service; and
- (k) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance of the Service;
- (l) Customer grants TIME or shall procure or assist in the procurement of rights for TIME to install, place and affix the Standard Service Components at the designated areas in the Service Locations until the expiry of the Term.

3.1.2 The Customer will comply with TIME's reasonable requests that are necessary for reasons of health and safety, environment, sustainability, security or quality or performance of the Services.

3.1.3 **Right of Entry ("RoE").**

- (a) **Prior Notification.** Upon reasonable notice from TIME, and unless (b) below applies, the Customer grants the requisite Permissions that are reasonably necessary for TIME and TIME Team to enter, remain upon or exit the Service Location at all reasonable times to install or maintain the Standard Service Components or Services including set up, deliver and manage the Service, recover or remove any Service Equipment and perform its obligations under this Service Schedule.
- (b) **Customer to obtain 3rd Party RoE.** Customer shall promptly obtain the necessary third party Permissions from the landlord, building manager or joint management board (as applicable to a Service Location) for TIME and TIME Team to Use the Service Location, and such Permission shall subsist until expiry of the Term, at no charge to TIME. Customer is to provide TIME with a copy of such Permission as soon as it receives the same.

3.2 Use of Service Location: TIME may Use the Service Location, at no charge to TIME, until the expiry of the Term. If TIME's Use of the Service Location is subject to any charges by any third party, such charges shall be reimbursed by Customer and included in all invoices from TIME to Customer.

3.3 **Vacating Premises.**

3.3.1 If the Customer intends to vacate the Service Location, the Customer is to notify TIME at least ninety (90) days prior to vacating the Service Location, in order that TIME may prepare for the orderly cessation and removal of the Service and all Service Equipment.

3.3.2 **Substituting Service Location**

- (a) If the Customer intends to substitute a Service Location for another location ("Substituted Service Location") because it intends to vacate the first mentioned Service Location, the Customer shall notify TIME in writing at least one-hundred and twenty (120) days before the proposed date to vacate the first mentioned Service Location, and provide details of the Substituted Service Location.
- (b) TIME will undertake a survey of the Substituted Service Location to determine its suitability and what if any will the costs be to undertake such a substitution. The cost of the survey will be borne by the Customer, unless waived by TIME.
- (c) After completion of the survey, TIME shall give Customer a quote for such substitution and only if Customer agrees then TIME shall undertake the substitution, and TIME will invoice the Customer for all Extra Charges incurred in setting up, installing and provisioning the Service at the Substituted Service Location and the decommissioning of the first-mentioned Service Location.

4. **TIME & CUSTOMER'S EQUIPMENT**

4.1 Title & Ownership: All equipment, apparatus and cables marked as TIME's ("**Service Equipment**") shall belong to TIME. All equipment and apparatus identified as Customer's, including Access Devices that are not provided by TIME, equipment or apparatus of any third party engaged, contracted or appointed by Customer,

but excluding Service Equipment ("**Customer Equipment**") shall belong to or be deemed to belong to Customer for the purposes of this Service Schedule. Nothing herein contained shall be construed as passing the legal and/or beneficial title in the Standard Service Components or Customer Equipment to either the Customer or TIME (respectively).

4.2 Customer Equipment.

4.2.1 Customer's Responsibility.

- (a) The Customer is responsible for the provision, installation, configuration, monitoring and maintenance of any Customer Equipment connected to the Service Equipment or used in connection with a Service, including managing the configuration and software updates to Customer Equipment at each and every Service Location.
- (b) The Customer shall ensure that any Customer Equipment so connected or used is connected and used in accordance with the relevant instructions and safety and security procedures applicable to the use of that Customer Equipment.
- (c) The Customer shall ensure that any Customer Equipment that is connected to the Service or that is used, directly or indirectly, in relation to the Service is (i) connected using the appropriate connectors, unless you have TIME's permission to connect by another means, and used in accordance with any instructions, standards, safety and security procedures applicable to the use of that Customer Equipment; (ii) adequately protected against viruses and other breaches of security; (iii) technically compatible with the Service and will not harm or damage Service Equipment, the TIME Network, or any of TIME's suppliers' or subcontractors' networks or equipment; (iv) configured to align with the Service; and (v) approved and used in accordance with relevant instructions and Applicable Law;
- (d) The Customer is responsible for the cable connecting the Service Equipment to the Customer Equipment, unless otherwise agreed by TIME.

4.2.2 **Type Approved:** The Customer shall ensure that any Customer Equipment attached or connected (directly or indirectly) to the Service Equipment by the Customer is technically compatible with the Service and type approved for that purpose under any Applicable Law. TIME does not make any commitment with respect to the interoperability between the Service Equipment and Customer Equipment.

4.2.3 **Disconnecting Customer Equipment:** If Customer Equipment connected to a Service Equipment is neither type approved nor agreed by TIME, TIME may require the Customer to remove the same. If the Customer does not do so within 14 days, then TIME may disconnect the Customer Equipment and suspend the Service until the Customer Equipment is typed approved or TIME's agreement (which agreement is not unreasonably delayed or conditioned) is provided.

4.3 TIME's Equipment

4.3.1 **Prior approval required:** Service Equipment may be connected to the Customer Equipment if Customer either approves (which approval is not unreasonably delayed, conditioned or refused), or if Customer does not object (in which case Customer is deemed to have approved the same). If TIME request for Customer's approval and Customer does not object within three (3) days, the Customer shall be deemed to have approved the connection of the Service Equipment to the Customer Equipment.

4.3.2 **Replacement of Service Equipment:** If any Service Equipment is found to be faulty, is damaged, malfunctions or is at 'end of useful life', TIME shall remove and replace such Service Equipment or part thereof at TIME's own cost, UNLESS it is due to a breach of Paragraph 4.3.3 or due to Paragraph 4.3.4.

4.3.3 **Protection of Service Equipment:** The Customer:

- (a) Is to take all reasonable care to protect and safeguard the Service Equipment as if the same were their property, whilst the Service Equipment is at the Service Location;
- (b) will not move, add to, modify or in any way interfere with the Service Equipment, nor permit any other person (other than a person authorised by TIME) to do so;
- (c) is not to remove or re-locate the Service Equipment or any part thereof, (other than pursuant to TIME's written consent), TIME may recover the cost or expense incurred by TIME as a result of any lost or wasted time locating the Service Equipment and/or any failed visits;
- (d) is not to dispose, damage or destroy the Service Equipment or any part thereof (other than pursuant to TIME's written consent), the Customer shall indemnify TIME against all claims, losses, costs,

expenses and liabilities (including any fines levied upon TIME) incurred by TIME as a consequence thereof and Customer shall further pay TIME the Termination Charges;

- (e) is not to do anything to the Service Equipment other than pursuant to a written instruction from TIME nor perform any jointing or splicing, or connect any other cable or equipment as an electrical connection;
- (f) is not to remove any mark, word, number or distinguishing feature appearing on the Service Equipment.

4.3.4 **Damage to Service Equipment.** The Customer will be liable to TIME for any loss of or damage to the Service Equipment or any part thereof whilst at the Service Location (including all costs and expense of rectifying or replacing such Service Equipment (including manpower, transportation and installation costs), other than if due to a Force Majeure Event, fair wear and tear, or acts or omissions of TIME or TIME Team, if:

- (a) such loss or damage is due to:
 - (i) negligent acts or omissions of the Customer, its servants or agents generally; or
 - (ii) negligent acts or omissions of the Customer, its servants or agents that causes either:
 - (1) electrical power surge, fluctuation of voltage, poor electrical power quality or poor or lack of earthing;
 - (2) a failure or malfunction of the environmental control system (if required to mitigate the risk of overheating to Service Equipment or any Customer's Equipment which then affects the Service Equipment); or
 - (3) water (including from a sprinkler) or other fire prevention/protection system to be triggered; or
- (b) such damage or destruction is as a result of being connected to the Customer Equipment.

5. RENEWAL OF INITIAL SERVICE TERM.

5.1 Unless Customer notifies TIME in writing at least 30 days before the expiry of the Initial Service Term, that the Initial Service Term is not to be renewed, the Service shall be deemed to be renewed for the same duration as the Initial Service Term, on the latest General Terms, the latest applicable terms in this Service Schedule.

6. SPECIAL CONDITIONS FOR SPECIFIC SERVICE TYPES

Notwithstanding anything to the contrary in the General Terms or elsewhere in this Service Schedule:

6.1 FOR BASIC HOME VOICE SERVICE ONLY

The following special conditions apply to the basic home voice service that is bundled with the home broadband service that you have subscribed from us:

- (a) **Service Prerequisites:** This Service is only available if you have also subscribed for the Home Broadband service ("Core Service").
- (b) **Standard Features:** The Services comes with the Standard Features at no extra charge to you only.
- (c) **Geographical Number.** We will allocate one (1) subscriber number from the block assigned by SKMM to us.
- (d) **Charging.** The charging approaches are as specified below, depending on your selection:
 - (i) The default charging approach is on a pay-per-use basis for Outbound Calls that you make from the Geographic Number allocated to you, to fixed and mobile numbers in Malaysia at the tariffs listed at <http://www.time.com.my/personal/broadband/fibre-broadband#plansoverview> and to selected countries at the international call tariffs are set out at http://www1.time.com.my/sites/default/files/images/IDD%20Premium_Call%20Rate.png. However if you do not use the phone to make calls, you will not be charged by TIME.
 - (ii) If you select to pay a fixed monthly fee for the voice service as specified at our website, you would be entitle to make up to a specified number of minutes ("Committed Minutes") of calls to fixed line or mobile numbers in Malaysia for a twelve (12) month period from the SCD,



and it is renewed for any subsequent 12 month periods. You will enjoy call rates that are lower than our normal call rates specified in our website. Once the Committed Minutes are utilised (as evidenced by our call records), you may continue to use the voice service to make calls but the normal call rates will apply. If you do not utilise your Committed Minutes by the end of the 12 month period, you would be required to pay us the difference between the fixed monthly fee for the Committed Minutes for 12 months less the total call charges invoiced for calls within Malaysia only for the same 12 month period. This difference is invoiced at the end of the 12 month period.

- (e) **Vacating Premises.** If you wish to vacate the premises where the Service is installed, and notwithstanding anything to the contrary in this Service Schedule or in the General Terms, you are to provide us with notice of your intention as soon as reasonably practicable for us to de-install and de-activate the Service; and Paragraph 3.3.1 herein shall not be applicable.
- (f) **Substituting Service Location.** Notwithstanding Paragraph 3.3.2 herein, no substitution of Service Location is permitted.
- (g) **Credit Limit.** TIME will assign a credit limit on your voice service, which limit will be specified in the Service Order or in your invoice. If the Service Order does not specify a credit limit, your default credit limit is RM200 per month, unless you have signed up for the Auto-Debit Payment System, then your credit limit is RM500 per month. TIME may periodically either decrease or increase the credit limit.
- (h) **Free Calls** If as part of the plan that you have subscribed we provide you with a specified value for your use to make Outbound Calls ("**Free Minutes**"), (i) you must utilise the Free Minutes within 12 months from either the SCD (in the case of new subscribers) or from the anniversary date of the SCD (in the case of renewed subscription) ("**FM Period**") (ii) the Free Minutes are not exchangeable for cash (iii) if you do not completely utilise the Free Minutes within the FM Period, any unutilized portion of the Free Minutes will expire and any Outbound Calls made thereafter is payable by you; (iv) If additional Free Minutes are offered by us, the Free Minutes are not to be accumulated nor carried over (v) if there are any overlapping FM Periods where Free Minutes are offered, the initial Free Minutes will immediately expire when the additional Free Minutes commence and the additional Free Minutes will continue for its FM Period.
- (i) **Termination.** If the Core Service is terminated or cancelled for any reason whatsoever, this Service type is automatically terminated, and if Paragraph 6.1(d)(ii) above applies, you would have to pay us the fixed monthly fee for the balance of the Initial Service Term from the date of termination until the date of expiry of the Initial Service Term (unless waived by us), but no Termination Charges are payable.

6.2 FOR BASIC BUSINESS VOICE SERVICE TYPE ONLY

The following special conditions apply to only Business Voice Service only that forms part of the Business Broadband service that you have subscribed:

- (a) **Service Prerequisites.** This Service is only available if you have also subscribed for the Business Broadband service ("Core Service").
- (b) **Standard Features.** The Services comes with the Standard Features at no extra charge to you only.
- (c) **Geographical Numbers.** You will be allocated 2 geographical numbers only. No additional geographical numbers will be allocated even if you request.
- (d) **Charging.** You will be charged for this Service if you use the phones, and only after you have used the value of the Free Calls (as identified in (h) below). Once the Free Calls is completely utilised, then you will be charged for the Service on a pay-per-use basis for Outbound Calls that you make from the Geographic Number allocated to you, to fixed and mobile numbers in Malaysia at the tariffs listed at <http://www.time.com.my/small-business/broadband/fibre-business-broadband#plansoverview> and to selected countries at the international call tariffs are set out at http://www1.time.com.my/sites/default/files/images/IDD%20Premium_Call%20Rate.png. However if you do not use the phone to make calls, you will not be charged by TIME.
- (e) **Vacating Premises.** If you wish to vacate the premises where the Service is installed, and notwithstanding anything to the contrary in this Service Schedule or in the General Terms, you are to provide us with notice of your intention as soon as reasonably practicable for us to de-install and de-activate the Service; and Paragraph 3.3.1 herein shall not be applicable.

- (f) **Substituting Service Location.** Notwithstanding Paragraph 3.3.2 herein, no substitution of Service Location is permitted.
- (g) **Credit Limit.** TIME will assign a specific credit limit on your voice service, which limit will be specified in the Service Order. If the Service Order does not specify a credit limit, your default credit limit is RM2000 per month. TIME may periodically either decrease or increase the credit limit.
- (h) **Free Calls.** You will be allocated a specified value that you must utilise during the first 12 months only from the SCD to make calls anywhere in the world ("**Free Minutes**"). The specified value is as stated in our website at <http://www.time.com.my/small-business/broadband/fibre-business-broadband#plansoverview>, then the following conditions apply (i) you must utilise the Free Minutes within 12 months from either the SCD (in the case of new subscribers) or from the anniversary date of the SCD (in the case of renewed subscription) ("**FM Period**") (ii) the Free Minutes are not exchangeable for cash (iii) if you do not completely utilise the Free Minutes within the FM Period, any unutilized portion of the Free Minutes will expire and any Outbound Calls made thereafter is payable by you; (iv) If additional Free Minutes are offered by us, the Free Minutes are not to be accumulated nor carried over (v) if there are any overlapping FM Periods where Free Minutes are offered, the initial Free Minutes will immediately expire when the additional Free Minutes commence and the additional Free Minutes will continue for its FM Period.
- (i) **Termination.** If the Core Service is terminated or cancelled for any reason whatsoever, this Service type is automatically terminated, and if the plan subscribed commits you to pay us a fixed monthly fee, then you would have to pay us the fixed monthly fee for the balance of the Initial Service Term from the date of termination until the date of expiry of the Initial Service Term (unless waived by us), but no Termination Charges are payable.

6.3 FOR TIME VOICE BUSINESS SERVICE TYPE ONLY.

The following special conditions apply to the TIME Voice Business Service only.

- 6.3.1 The details of the Service is as set out in the Order Detail Form, which prescribes, *inter alia*, the following:
 - (a) The quantity of Geographical Numbers to be allocated to the Customer and the monthly activation fee for the allocated number(s) (referred to as "DID Rental");
 - (b) The monthly activation charges for each additional Geographical Number that is allocated and activated by TIME on the request of the Customer;
 - (c) The multiples of the additional Geographical Numbers that may be requested by Customer;
 - (d) The registration fee (if any) and whether such fee is waived by TIME;
 - (e) The applicable call rates for Outbound Calls to any geographic and mobile number in Malaysia, are, unless otherwise stated, in 6 second blocks;
 - (f) The applicable call rates for Outbound Calls to any number outside of Malaysia, are, unless otherwise stated, in 6 second blocks;
 - (g) The applicable monthly commitment fee;
- 6.3.2 **Plans.** The applicable plan for this Service type, is as set out in the Order Detail Form and selected by the Customer, which forms part of the Agreement with us. Your attention is drawn to the different plans that are set out at <http://www.time.com.my/small-business/voice/business-calls> and different terms are applicable. The detailed features of the plans are available to be downloaded by accessing the link identified as "DOWNLOAD FACTSHEET" at the above URL.
- 6.3.3 Specifically:
 - (a) **Lines.** This service is subject to either a minimum number of lines or trunks (being ISDN PRIs) that you must subscribe for as detailed in the Order Detail Form. Any request for additional lines or trunks must be in multiples of either 2 or 4 depending on the type of plan you have subscribed for as set out in the Order Detail Form. You may request for any number of additional ISDN PRI trunks. TIME may accept or reject your request for additional lines or trunks and we shall notify you accordingly. Once TIME accepts your request under this sub-paragraph (a), you will be invoiced for the additional lines or trunks requested.

- (b) **Service Features.** The Service comes with the Standard Features at no extra charge to you. If you request for Additional Service Features, and if we provide or make available the Additional Service Features, you would be liable to pay the monthly extra charge as specified in the Order Detail Form or if none specified a monthly extra charge of RM15.
 - (c) **Set-Up Fee/Registration Fee.** If the plan you have selected in the Order Detail Form is subject to a “set-up fee” or “registration fee” (which in this case the terms are used interchangeably), then such fee is payable by you before we are able to commence the provisioning of the Service.
 - (d) **Credit Limit.** TIME may assign a credit limit on your voice service, which limit will be specified in the Service Order. TIME may periodically either decrease or increase the credit limit, and shall notify you accordingly. In addition to any other provision in this Service Schedule or the General Terms, TIME may suspend the Service type if either you have exceeded your credit limit in before the expiry of the billing cycle or you are likely to exceed your credit limit (whether or not TIME has issued an invoice to you).
- 6.3.4 **Call Rates.** You are responsible for and will be charged for all Outbound Calls made using the Geographical Number allocated to you for this Service at the call rates (for either domestic and IDD calls) as specified in the selected plans in the Order Detail Form. All call rates are charged in 6 second charging blocks, and if the call rate is expressed as RM/minute, then it would be converted to RM per 6 second block by dividing the value of RM/minute by 10.
- 6.3.5 **Monthly Rental.** If you have selected a plan which prescribes a “Monthly Charge” or “Monthly Rental” (which terms are used interchangeably and mean the same thing), as evidenced by the Service Order or the Order Detail Form, you are liable to pay us the amount as stated in addition to any call charges that are billed to you, unless we waive such Monthly Rental.
- 6.3.6 **Monthly Commitment Fee.** If you have selected a plan which prescribes a “Monthly Commitment Fee” or “Commitment” (which terms are used interchangeably and mean the same thing), as evidenced by the Service Order or the Order Detail Form, you agree that this Service type is subject to the specified minimum monthly guarantee amount for which you agree to pay either the minimum monthly guarantee (i.e. the Monthly Commitment Fee or Commitment) or the monthly value of all Outbound Calls made from the number(s) that we have allocated to you (whichever is the higher).
- 6.3.7 **Termination.** If this Service is terminated either by the Customer pursuant to Clause 8.2 General Terms or by TIME pursuant to Clause 8.4 General Terms, then the Customer shall additionally pay TIME the Termination Charges.
- 6.4 FOR ETHERNET VOICE SERVICE TYPE ONLY**
- The following special conditions apply to the Ethernet Voice Service only.
- 6.4.1 The details of the Service is as set out in the Order Detail Form, which prescribes, *inter alia*, the following:
- (a) The quantity of Geographical Numbers to be allocated to the Customer and the monthly activation fee for the allocated number(s) (referred to as “DID Rental”);
 - (b) The monthly activation charges for each additional Geographical Number that is allocated and activated by TIME on the request of the Customer;
 - (c) The multiples of the additional Geographical Numbers that may be requested by Customer;
 - (d) The registration fee (if any) and whether such fee is waived by TIME;
 - (e) The applicable call rates for Outbound Calls to any number in Malaysia, are, unless otherwise stated, in 6 second blocks;
 - (f) The applicable call rates for Outbound Calls to any number outside of Malaysia, are, unless otherwise stated, in 6 second blocks;
 - (g) The applicable monthly commitment fee (referred to as “Usage Commitment”);
- 6.4.2 **Plans.** The applicable plan for this Service type, is as set out in the Order Detail Form and selected by the Customer, which forms part of the Agreement with us. Your attention is drawn to the different plans that is set out at <http://www.time.com.my/small-business/voice/business-calls> and different terms are applicable. The

detailed features of the plans are available to be downloaded by accessing the link identified as "DOWNLOAD FACTSHEET" at the above URL.

6.4.3 Specifically:

- (a) **Lines.** This service is subject to either a minimum number of lines or trunks (being ISDN PRIs) that you must subscribe for as detailed in the Order Detail Form. Any request for additional lines or trunks must be in multiples of either 2 or 4 depending on the type of plan you have subscribed for as set out in the Order Detail Form. You may request for any number of additional ISDN PRI trunks. TIME may accept or reject your request for additional lines or trunks and we shall notify you accordingly. Once TIME accepts your request under this sub-paragraph (a), you will be invoiced for the additional lines or trunks requested.
- (b) **Service Features.** The Service comes with the Standard Features at no extra charge to you. If you request for Additional Service Features, and if we provide or make available the Additional Service Features, you would be liable to pay the monthly extra charge as specified in the Order Detail Form or if none specified a monthly extra charge of RM15.
- (c) **Set-Up Fee/Registration Fee.** If the plan you have selected in the Order Detail Form is subject to a "set-up fee" or "registration fee" (which in this case the terms are used interchangeably), then such fee is payable by you before we are able to commence any provisioning of the Service.
- (d) **Credit Limit.** TIME may assign a credit limit on your voice service, which limit will be specified in the Service Order. TIME may periodically either decrease or increase the credit limit, and shall notify you accordingly. In addition to any other provision in this Service Schedule or the General Terms, TIME may suspend the Service type if either you have exceeded your credit limit in before the expiry of the billing cycle or you are likely to exceed your credit limit (whether or not TIME has issued an invoice to you).

6.4.4 **Call Rates.** You are responsible for and will be charged for all Outbound Calls made using the Geographical Number allocated to you for this Service at the call rates (for either domestic and IDD calls) as specified in the selected plans in the Order Detail Form. All call rates are charged in 6 second charging blocks, and if the call rate is expressed as RM/minute, then it would be converted to RM per 6 second block by dividing the value of RM/minute by 10.

6.4.5 **Monthly Rental.** If you have selected a plan which prescribes a "Monthly Charge" or "Monthly Rental" (which terms are used interchangeably and mean the same thing), as evidenced by the Service Order or the Order Detail Form, you are liable to pay us the amount as stated in addition to any call charges that are billed to you, unless we waive such Monthly Rental.

6.4.6 **Monthly Commitment Fee.** If you have selected a plan which prescribes a "Monthly Commitment Fee" or "Commitment" (which terms are used interchangeably and mean the same thing), as evidenced by the Service Order or the Order Detail Form, you agree that this Service type is subject to the specified minimum monthly guarantee amount for which you agree to pay either the minimum monthly guarantee (i.e. the Monthly Commitment Fee or Commitment) or the monthly value of all Outbound Calls made from the number(s) that we have allocated to you (whichever is the higher).

6.4.7 **Termination.** If this Service is terminated either by the Customer pursuant to Clause 8.2 General Terms or by TIME pursuant to Clause 8.4 General Terms, then the Customer shall additionally pay TIME the Termination Charges.

6.5 FOR TCC SERVICE TYPE ONLY

The following special conditions apply to the TCC Service type only.

6.5.1 The details of the Service is as set out in the Service Order form and/or the Order Detail form, which prescribes, *inter alia*, the following:

- (a) The quantity of Geographical Numbers to be allocated to the Customer and the monthly activation fee for the allocated number(s) (referred to as "DID Rental");
- (b) The monthly activation charges for each additional Geographical Number that is allocated and activated by TIME on the request of the Customer;
- (c) The multiples of the additional Geographical Numbers that may be requested by Customer;

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- (d) The registration fee and whether such fee is waived by TIME;
 - (e) The applicable call rates for Outbound Calls to any number in Malaysia, are, unless otherwise stated, in 6 second blocks;
 - (f) The applicable call rates for Outbound Calls to any number outside of Malaysia, are, unless otherwise stated, in 6 second blocks.
- 6.5.2 **Plans.** The applicable plan for this Service type, is as set out in the Order Detail Form and selected by the Customer, which forms part of the Agreement with us.
- 6.5.3 Specifically:
- (a) **Lines.** This service is subject to either a minimum number of lines or trunks that you must subscribe for as detailed in the Order Detail Form. Any request for additional lines or trunks must be in multiples of either 1 or 100 depending on the type of plan you have subscribed for as set out in the Order Detail Form. You may request for any number of additional lines. TIME may accept or reject your request for additional lines or trunks and we shall notify you accordingly. Once TIME accepts your request under this sub-paragraph (a), you will be invoiced for the additional lines or trunks requested.
 - (b) **Service Features.** The Service comes with the Standard Features at no extra charge to you.
 - (c) **Set-Up Fee/Registration Fee.** If the plan you have selected in the Order Detail Form is subject to a “set-up fee” or “registration fee” (which in this case the terms are used interchangeably), then such fee is payable by you before we are able to commence any provisioning of the Service.
 - (d) **Credit Limit.** TIME may assign a credit limit on your voice service, which limit will be specified in the Service Order. TIME may periodically either decrease or increase the credit limit, and shall notify you accordingly. In addition to any other provision in this Service Schedule or the General Terms, TIME may suspend the Service type if either you have exceeded your credit limit in before the expiry of the billing cycle or you are likely to exceed your credit limit (whether or not TIME has issued an invoice to you).
- 6.5.4 **Call Rates.** You are responsible for and will be charged for all Outbound Calls made using the Geographical Number allocated to you for this Service at the call rates (for either domestic and IDD calls) as specified in the selected plans in the Order Detail Form. All call rates are charged in 6 second charging blocks, and if the call rate is expressed as RM/minute, then it would be converted to RM per 6 second block by dividing the value of RM/minute by 10.
- 6.5.5 **Monthly Rental.** If you have selected a plan which prescribes a “Monthly Charge” or “Monthly Rental” (which terms are used interchangeably and mean the same thing), as evidence by the Service Order or the Order Detail Form, you are liable to pay us the amount as stated in addition to any call charges that are billed to you, unless we waive such Monthly Rental.
- 6.5.6 **Monthly Commitment Fee.** If you have selected a plan which prescribes a “Monthly Commitment Fee” or “Commitment” (which terms are used interchangeably and mean the same thing), as evidenced by the Service Order or the Order Detail Form, you agree that this Service type is subject to the specified minimum monthly guarantee amount for which you agree to pay either the minimum monthly guarantee (i.e. the Monthly Commitment Fee or Commitment) or the monthly value of all Outbound Calls made from the number(s) that we have allocated to you (whichever is the higher).
- 6.5.7 **Termination.** If this Service is terminated either by the Customer pursuant to Clause 8.2 General Terms or by TIME pursuant to Clause 8.4 General Terms, then the Customer shall additionally pay TIME the Termination Charges.
- 6.6 FOR VOBB-BIZ SERVICE TYPE ONLY**
- The following special conditions apply to the VOBB Biz Service type only.
- 6.6.1 The details of the Service is as set out in the Order Detail Form, which prescribes, *inter alia*, the following:
- (a) The quantity of Geographical Numbers to be allocated to the Customer and the monthly activation fee for the allocated number(s) (referred to as “DID Rental”);
 - (b) The monthly activation charges for each additional Geographical Number that is allocated and activated by TIME on the request of the Customer;



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- (c) The multiples of the additional Geographical Numbers that may be requested by Customer;
 - (d) The registration fee and whether such fee is waived by TIME;
 - (e) The applicable call rates for Outbound Calls to any number in Malaysia, are, unless otherwise stated, in 6 second blocks;
 - (f) The applicable call rates for Outbound Calls to any number outside of Malaysia, are, unless otherwise stated, in 6 second blocks.
- 6.6.2 **Plans.** The applicable plan for this Service type, is as set out in the Order Detail Form and selected by the Customer, which forms part of the Agreement with us.
- 6.6.3 Specifically:
- (a) The following prerequisites must be satisfied before this Service type is provisioned:
 - (i) Customer must possess a static IP Address (unless (b) below applies);
 - (ii) Have a PABX or IP-PABX within the Customer's premises; and
 - (iii) broadband connectivity within the Customer's premises provided by a third party Internet Service Provider;and if these prerequisites are not satisfied, TIME may cancel the Service Order and charge Customer the Cancellation Charges.
 - (b) Customer must adhere to all instructions issued by TIME in provisioning of this Service type;
 - (c) **Lines.** This service is subject to either a minimum number of lines or trunks that you must subscribe for as detailed in the Order Detail Form. Any request for additional lines or trunks must be in multiples of either 1 or 100 depending on the type of plan you have subscribed for as set out in the Order Detail Form. TIME may accept or reject your request for additional lines or trunks and we shall notify you accordingly. Once TIME accepts your request under this sub-paragraph (d), you will be invoiced for the additional line rental at the standard rate of RM1 per line per month multiplied by the number of lines requested.
 - (d) **Set-Up Fee/Registration Fee.** If the plan you have selected in the Order Detail Form is subject to a "set-up fee" or "registration fee" (which in this case the terms are used interchangeably), then such fee is payable by you before we are able to commence any provisioning of the Service.
 - (e) **QoS.** The Service is provided with any quality of service guarantee and is on a best-efforts basis as it relies on the quality of Customer's broadband connectivity provider.
- 6.6.4 **Call Rates.** You are responsible for and will be charged for all Outbound Calls made using the Geographical Number allocated to you for this Service at the call rates (for either domestic and IDD calls) as specified in the selected plans in the Order Detail Form. All call rates are charged in 6 second charging blocks, and if the call rate is expressed as RM/minute, then it would be converted to RM per 6 second block by dividing the value of RM/minute by 10.
- 6.6.5 **Monthly Rental.** If you have selected a plan which prescribes a "Monthly Charge" or "Monthly Rental" (which terms are used interchangeably and mean the same thing), as evidence by the Service Order or the Order Detail Form, you are liable to pay us the amount as stated in addition to any call charges that are billed to you, unless we waive such Monthly Rental.
- 6.6.6 **Monthly Commitment Fee.** If you have selected a plan which prescribes a "Monthly Commitment Fee" or "Commitment" (which terms are used interchangeably and mean the same thing), as evidenced by the Service Order or the Order Detail Form, you agree that this Service type is subject to the specified minimum monthly guarantee amount for which you agree to pay either the minimum monthly guarantee (i.e. the Monthly Commitment Fee or Commitment) or the monthly value of all Outbound Calls made from the number(s) that we have allocated to you (whichever is the higher).
- 6.6.7 **Termination.** If this Service is terminated either by the Customer pursuant to Clause 8.2 General Terms or by TIME pursuant to Clause 8.4 General Terms, then the Customer shall additionally pay TIME the Termination Charges.
- 6.6.8 Paragraphs 3 and 4 of this Service Schedule are not applicable to this Service type.



6.7 FOR CONFERENCE SERVICE TYPE ONLY.

The following special conditions apply to the Conference service type only.

6.7.1 The details of the Service is as set out in the Order Detail Form, which prescribes, *inter alia*, the following:

- (a) TIME will assign a single conference account identifier to one person who is designated as the "administrator";
- (b) The administrator must set up all conference calls, will create a meeting/conference room and extend the conference room ID and password to participants;
- (c) Customer is charged for conference calls to the designated numbers issued by TIME;
- (d) The registration fee and whether such fee is waived by TIME;
- (e) The applicable call rates for Inbound Calls to the conference call-in number in Malaysia provided by TIME, are, unless otherwise stated, in 6 second blocks;
- (f) The applicable call rates for Inbound Calls to from any number outside of Malaysia to the conference call-in number, are, unless otherwise stated, in 6 second blocks.

6.7.2 Specifically:

- (a) The administrator must set up all conference calls and specify a moderator;
- (b) Concurrent conference calls may be set up subject to any system's limitation;
- (c) TIME will provide various dial-in numbers ("**Specified Dial-In Numbers**") for participants to dial-in when participating in a conference call;
- (d) The maximum number of participants per conference is 100 only;
- (e) Customer needs the means to access the specified URL <http://timebusinessconference.time.com.my> ("Web Portal") to set up the conference or use the service type;
- (f) Customer and its participants in any conference will use their own means to access the conference by dialing in the specified numbers provided by TIME and/or accessing the Web Portal.
- (g) Any documents or files that are shared between conference participants using the Service is not retained by the Web Portal.
- (h) To access video conference or document sharing capability Customer must access the same via the Web Portal.

6.7.3 Charges.

- (a) The following charging principles are applicable:
 - (i) All charges are calculated on a per participant per minute per conference basis;
 - (ii) Different call rates apply for each participant depending on (i) the dialed number to connect to the conference and (ii) the location of the participant;
 - (iii) References anywhere to the moderator means the Customer;
 - (iv) All call rates for Inbound Calls to the conference number, are, unless otherwise stated, charged in 6 second blocks;
- (b) Customer is to pay the specified in-coming call charge per participant per minute per conference for the duration of the conference call, when such participants dial the Specified Dial-In Numbers. If no such call charge is specified in the Service Order, then the Customer pays RM0.60 per minute for in-coming calls made by participants who dial the 1800 38 8000 or RM0.50 per minute for in-coming calls made by participants who dial the +603-2718-4700 or such other numbers as provided by TIME;
- (c) If Customer's moderator dials out to connect to a participant from the audio console inside the web portal of the service type, then Customer is to pay the applicable charges on a per participant per minute basis depending on the location of the participant being called;

- (d) If any audio or video conference is done solely through the web portal (at the current designated URL <http://timebusinessconference.time.com.my>) there are no charges that the Customer is to pay for using the webportal for the conference;
- (e) Unless otherwise stated, there is no monthly commitment fees or rental charges that Customer has to pay for this service type.

6.7.4 Paragraphs 3 and 4 of this Service Schedule are not applicable to this Service type.

7. CHARGES

7.1 Call Rates. Unless otherwise specified in the Service Order or the Order Detail Form, all call rates are specified in per minutes unit rates, and different rates apply for Outbound Calls to any number in Malaysia (referred to as “Local Call Rates”) and Outbound Calls to any number in any other country (referred to as “IDD Call Rates”). TIME may change the Local Call Rates or IDD Call Rates as may be necessary. IDD Call Rates changes may be due to the changes imposed by the international carriers for terminating voice traffic at different countries. TIME will use its best endeavours to minimise any change in Local Call Rate and/or IDD Call Rates.

7.2 Charging Blocks & International Call Charges.

7.2.1 All call charges are chargeable in blocks of 6 seconds, unless otherwise specified in the Service Order form, an Order Detail Form or in this Service Schedule.

7.2.2 TIME may require some time to receive any third party invoices for calls made to numbers outside Malaysia and upon receipt of such invoices TIME can then bill the Customer, and the Customer shall pay such invoices, even after the Service is terminated.

7.3 Rebates. If rebates are available pursuant to the Applicable Law or any promotional plan offered by TIME and for which you are entitled to, then such rebates will be reflected in the invoice from us. The rebates will cease when the Service is cancelled or terminated, regardless of whether the Initial Service Term or Renewed Service Term is not completed. No rebate is convertible to cash.

7.4 Cancellation Charges. Wherever stated in this Service Schedule that the Customer is to pay Cancellation Charges, such Cancellation Charges shall comprise the following:

- (a) any Charges waived by TIME;
- (b) the cost incurred to carry out the provisioning of the Service;
- (c) any charges imposed by third party providers; and
- (d) all incidental costs and expenses incurred by TIME (including any freight, custom and excise duties that may be imposed).

7.6 Termination Charges. Wherever stated in this Service Schedule that the Customer is liable to pay the Termination Charges, such Termination Charges shall be the aggregate sum of the following items:

- (a) as compensation for early termination of the Service during the Initial Service Term, a sum equal to fifty per cent (50%) of the MRC for the remaining months of the Initial Service Term only which is a genuine pre-estimate of damages;
- (b) the Monthly Rental multiplied by the unutilised balance of the Renewed Service Term;
- (c) the Monthly Commitment multiplied by the unutilised balance of the Renewed Service Term;
- (d) any charges that were waived by TIME previously; and
- (e) any charges imposed by third party providers.

7.7 Call Charge Disputes. If Customer disputes the call charges imposed by TIME in an invoice, the Customer must provide us written notice of the dispute together with a brief explanation of the nature of the dispute. TIME may verify if the call charges were properly charged by reference to TIME’s call data records, which are conclusive evidence of the date and time of the call, the duration of the call, the destination number and the origination number.

8. NETWORK BOUNDARY

8.1 Unless otherwise specified in this Service Schedule, the service management boundary between TIME and you is deemed to end at the Service Equipment and located in the Service Location. Anything (including the



PABX, Customer's local area network equipment and/or Access Devices) on the customer side of the service management boundary shall be your responsibility.

8.2 Faults that occur on our side of the service management boundary will be attended to by us. You need to inform us of such faults and we will try our best to rectify the fault as quickly as possible. Some faults may be more extensive and we may need a longer time to rectify the same.

8.3 Replacement of Service Equipment. If any Service Equipment is found to be faulty, is damaged, malfunctions or is at 'end of useful life', TIME shall remove and replace such Service Equipment or part thereof at TIME's own cost, UNLESS if it is due to your breach of the General Terms or this Service Schedule.

9. VALUE-ADDED SERVICES

9.1 Value Added Services. The following are the value-added services which you may subscribe as part of this Service.

- (a) 1300 Toll Free service;
- (b) 1800 Freephone service; or
- (c) Voice managed service ("*MS-Voice*").

These value added services are NOT available to be subscribed with any other type of Service, other than if Customer has subscribed for TIME Voice Business only ("Core Service"). Each value added service is subject to the applicable terms as set out in Paragraphs 9.2 to 9.4 below. If a value-added service is terminated either by the Customer pursuant to Clause 8.2 General Terms or by TIME pursuant to Clause 8.4 General Terms, then the Customer shall additionally pay TIME the Termination Charges for that value-added service (if any).

9.2 Terms applicable to 1300 Toll Free Service

9.2.1 This 1300 Toll-Free value added service is an alternative for your nationwide customers to call you at the applicable local call rates only, regardless of where in Malaysia they are calling from. This service is a partial receiving party pay service, where you as the receiving party for Inbound Calls pay the applicable non-local call rates.

9.2.2 You would be required to pay the additional monthly recurring charge as specified in the Order Detail Form for this value added service and the additional call charges for receiving calls to the 1300 number allocated to you at the same call rates as specified in Paragraph 6.3.3 above.

9.2.3 These additional charges will be invoiced by us.

9.2.4 **1300 Number Allocation.** You would be allocated a specific non-geographic number from the number blocks that have been assigned by SKMM to TIME. If you request for a specific non-geographical number that TIME does not have TIME may either decline to provide you such a requested number or if TIME agrees to apply for such requested number, you may be required to pay such additional fees imposed by SKMM for the assignment of the requested number and any other charges and expenses that we incur.

9.2.5 If the Core Service is terminated, this 1300 Toll Free Service is automatically terminated, and all charges due but not invoiced will become automatically due and payable in addition to any outstanding invoices and charges.

9.3 Terms applicable to 1800 Freephone Service

9.3.1 This 1800 Freephone value added service provides you with a single number that your customers can easily remember and call from anywhere in Malaysia without your customers having to pay the local call rates or national rates. This service is a receiving party pay service, where you as the receiving party for Inbound Calls pay the call rates.

9.3.2 You would be required to pay the additional monthly recurring charge as specified in the Order Detail Form for this value added service and the additional call charges for receiving calls to the 1300 number allocated to you at the same call rates as specified in Paragraph 6.3.3 above.

9.3.3 These additional charges will be invoiced by us.

9.3.4 **1800 Number Allocation.** You would be allocated a specific non-geographic number from the number blocks that have been assigned by SKMM to TIME. If you request for a specific non-geographical number that TIME does not have TIME may either decline to provide you such a requested number or if TIME agrees to apply

for such requested number, you may be required to pay such additional fees imposed by SKMM for the assignment of the requested number and any other charges and expenses that we incur.

- 9.3.5 If the Core Service is terminated, this 1800 Freephone Service is automatically terminated, and all charges due but not invoiced will become automatically due and payable in addition to any outstanding invoices and charges.

9.4 Terms applicable to MS-Voice Service

- 9.4.1 The MS-Voice Service is a managed service where TIME provides all necessary equipment for the customer such as an IP-PABX and IP phones, NAT Router, IAD, together with an equipment warranty, support and maintenance and which is managed by TIME for the duration of the Initial Service Term. This service is a value-added service to TIME's Voice Business service, and requires that customer subscribes for that service. This MS-Voice Service is to be subscribed at the same time when the Customer subscribes for the Voice Business Service.

- 9.4.2 The scope of the MS-Voice Service is as set out below:

- (a) The scope of what is to be provided by TIME is customizable and is reflected in the quotation issued by TIME;
- (b) If the scope of the MS-Voice Service includes a warranty, the warranty is for the Initial Service Term only, and covers all defects, damage and/or malfunctions (not caused or contributed by the Customer) in the equipment supplied by TIME other than if Paragraph 9.4.4(c) below applies;
- (c) If the scope of the MS-Voice Service includes support and maintenance services, TIME will provide trouble shooting and remedial actions of and to the equipment that is specified in the quotation.

- 9.4.3 **Quotation.** If a Customer request for this MS-Voice Service, TIME will provide a quotation to the Customer. If the Customer accepts the quotation, the Customer shall notify TIME and a Service Order with the Order Detail Form will be provided to the Customer.

- 9.4.4 **Equipment.** The following conditions apply the provision and management of equipment (including Access Devices) and other equipment (as specified in the quotation) (all referred to as "**MS Equipment**") by TIME:

- (a) TIME will supply, provision and manage the quantity of MS Equipment as specified in the quotation.
- (b) The MS Equipment are provided by TIME on a Lease-to-Own Basis.
- (c) During the Lease Period, the Customer will be liable for any damage or destruction of the MS Equipment, other than due to fair wear and tear, caused by the negligence of the Customer its servants and/or agents.
- (d) Should any MS Equipment malfunctions or fails to work during the Lease Period, the Customer shall notify TIME to or if TIME discovers a malfunction TIME shall, attend to remedy the malfunction or failure as soon as reasonably practicable.

- 9.4.5 **Charges.** The monthly recurring charges for this MS-Voice Service is as set out in the quotation, agreed by the Customer.

- 9.4.6 **End of Lease Period.** At the end of the Lease Period, the Customer may either choose to engage TIME to provide support and maintenance services for the MS Equipment or a third party. If Customer selects TIME to do so, TIME will provide a quotation to the Customer and only if the Customer agrees with the quotation that TIME will continue to provide the support and maintenance services for the MS Equipment.

- 9.4.7 **Continuation of MS Service.** On renewal of the Initial Service Term, the Customer may request TIME to continue to provide the warranty, support and maintenance, and if so requested TIME will submit a quotation to the Customer for the Customer's agreement. If the Customer so agrees will TIME continue to provide the MS Service to the Customer after the Initial Service Term. The Customer will be required to sign a new service order form accordingly.

- 9.4.8 **Service Cancellation by Customer.** Notwithstanding Clause 3.1 General Terms, Customer may only cancel a Service Order for MS-Voice, within 50 days after the CRD has lapsed, and such cancellation shall be without any liability to pay any Charges, costs or expenses or the Cancellation Charges. For the avoidance of doubt, the references to "CRD" in this Paragraph refers to the original or first CRD as specified in the Service Order form and not to any revisions thereof.

9.4.9 **Termination.** If either this MS-Voice Service is terminated or if the Core Service is terminated that automatically terminates this MS-Voice Service, then in either case the Customer shall pay the charges for the remainder of the Lease Period immediately including any applicable Termination Charges.

10. SUSPENSION & TERMINATION

10.1 **Call Barring.** If any Charges, whether for this voice service or any other service subscribed by you from TIME, remains outstanding for a period of fourteen (14) days or more, then we may bar your line and you would not be able to make any Outbound Calls, but you may continue to receive Inbound Calls. This call barring does not affect Outbound Calls to the emergency response number, 999 in Malaysia.

10.2 **Suspension & Termination.** If you are in breach of the General Terms and/or the terms in this Service Schedule, then, without prejudice to any other right or remedy we may have under the General Terms or in this Service Schedule, we may:

- (a) suspend your number or the Access Line pursuant to the terms of the General Terms or this Service Schedule, you may only make calls to emergency services number 999;
- (b) suspend the Service completely (whereupon you will not be able to make or receive any calls), without notice to you; and/or
- (c) terminate your subscription of this Service with us, immediately.

11. DEFINITIONS & INTERPRETATIONS

11.1 **Definitions:** The capitalised words as set out in this Service Schedule shall have the same meaning as prescribed in the General Terms, except if the context otherwise requires or as specified below:

- (a) "Access Device" means a device that is used by an end-user to utilise the Service to make and receive calls, and would for example be desk phones, analog phones or DECT phones;
- (b) "Additional Service Features" means the additional service features that are identified as "Plus VAS" or "Plus" in the Order Detail Form but excluding the Standard Features;
- (c) "Customer Equipment" has the meaning as set out in Paragraph 4.1 in this Service Schedule;
- (d) "IMC" means integrated media converter;
- (e) "Inbound Calls" means calls received by the Customer from anywhere in Malaysia or globally via any network type;
- (f) "Lease-to-Own Basis" means the arrangement whereby the equipment or goods ("Goods") that is provided by TIME is subject to the following terms (1) The legal title to the Access Devices remains with TIME, until transferred to the Customer as determined below; (2) Customer is to pay a periodic rental payment of an amount as specified in the quotation (referred to as the "Lease Rental") (3) the Lease Rental is to be paid for a defined period as set out in the quotation (referred to as the "Lease Period"), (4) at the expiry of the Lease Period, the title in the equipment or goods will be transferred to the Customer, PROVIDED THAT the Lease Rental is not in arrears and outstanding, the Customer is not in breach of the terms of this Service Schedule. (5) during the Lease Period the Customer is to have quiet enjoyment of the Goods (6) during the Lease Period the Customer is not to encumber the Goods or affect TIME's title to the Goods in anyway whatsoever and (7) Customer is to deliver back the Goods in the event of default or pay the Lease Rental for the balance of the Lease Period;
- (g) "Monthly Rental" or "Monthly Charge" means the specified periodic charge based on either number of lines assigned by TIME or number of PRI lines assigned by TIME at the specified unit rate. A line is assigned to a customer as evidenced by the allocation of a Geographical Number;
- (h) "Monthly Commitment Fee" or "Commitment" means the minimum monthly value of all Outbound Calls that the Customer commits to make;
- (i) "ONU" means optical network unit;
- (j) "Outbound Calls" means calls made by the Customer (or its servants or agents) to anywhere in Malaysia or globally;
- (k) "RFS-able" means that a building is not yet RFS and is capable of being RFS because the nearest TIME node is not more than 300 meters away from the MDF room of that building;

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- (l) "Service Equipment" has the meaning as set out in Paragraph 4.1 in this Service Schedule;
- (m) "Standard Features" means the following standard features Caller Line Identification Presentation ("CLIP"), Call Forwarding, Speed Dialling, and Direct Dialling only that are made available by TIME as part of a Service type.

11.2 Interpretations & Construction

- 11.2.1 To the extent that the provisions of the General Terms, the Service Order and this Service Schedule are inconsistent, to the extent possible such provisions will be interpreted so as to make them consistent, and if that is not possible, then this Service Order shall prevail over this Service Schedule and the General Terms, the Service Schedule shall prevail over the General Terms.

