

SERVICE SCHEDULE B : BUSINESS BROADBAND SERVICES

THIS SERVICE SCHEDULE AND THE TERMS HEREIN APPLIES TO THE SERVICES LISTED BELOW IF CUSTOMER HAS SUBSCRIBED FOR ONE OF THE TYPES OF THE SERVICES, IN ADDITION TO AND IN PREFERENCE OF THE GENERAL TERMS.

PART A - THE SERVICE

1. SERVICE

1.1 Type. Our Business Broadband Service comprises the provision of “always-on” high-speed internet access from your office either with or without a voice service, based on the plan that you have subscribed as specified in the applicable Service Order (“**Service**”). The Service comprises different plans that you may choose, the details of which are available at <http://www.time.com.my/small-business/broadband/fibre-business-broadband#plansoverview>. We may change the plans periodically, but such change does not change the Service you have subscribed.

1.2 Description. The service type is as described below.

Service Type	Service Description
Business Broadband	The service is the provision of internet access for a business to use to access the Internet or any other service available on the Internet. The service is an “always-on” with a dynamic IP Address that may be assigned by TIME.

1.3 Service Summary: Each of the Service types comprises a Standard Service Component and a Service Level Arrangement as detailed below. Deviation of the Standard Service Component (as referred below) is permissible with the written consent of TIME, 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 ”)
Business Broadband	<p>(1) An optical network unit (“ONU”) (2) A Wi-Fi Router (3) An Access Line from the MDF Room in the building where your offices is located to the ONU in your office premises.</p> <p>All of the above components will be installed according to our Standard Installation. For the avoidance of doubt, the phrase “Standard Installation” means the installation of the Access Line from the point of entry to your premises to the ONU will be no more than 20 meters and will be tacked against the wall and skirting boards using surface cabling and wall fasteners. The ONU will be placed and install inside a single location at your premises.</p>

1.4 Service Qualification. We aim to provide a continuous, high-quality service using reasonable care and skill. Our provision of the Service is nevertheless on a best efforts basis. However due to the nature of the Service and the Service Equipment we use to provide the Service, we can’t guarantee that it’ll be available all the time. You may experience service disruptions from time to time. We reserve the right to manage your speed should you exceed the stipulated data volume quota (if any are imposed) or violate any terms and conditions regarding the usage of the Service.

1.5 Service Limitations. There are limitations on the usage of WiFi due to physical obstructions within your offices, such as walls, other frequency emitting devices, that may degrade the quality of the WiFi signal or affect its strength. As such we are not responsible for any degradation of the Service due to such factors nor are obliged to take any measures to rectify such degradation.

1.6 Deemed Acceptance. If you agree to our installation of the Service and/or use the Service once it is installed, you are deemed to have accepted and agreed to the terms in this Service Schedule and our General Terms.

2. SERVICE PROVISION.

In addition to Clause 3 of the General Terms, the following conditions apply to the provisioning of the Service.



2.1 Installation Appointment.

- 2.1.1 Either you may make or we may make an appointment for us to attend your business premises to install the Standard Service Components, for provisioning of the Service ("Installation Date"). If we fix the Installation Date (whether by ourselves or by our agents), we will inform you of the Installation Date.
- 2.1.2 If you are unable to attend on the Installation Date or require a change to the Installation Date, you must inform us at least 2 working days before the Installation Date to reschedule the installation works. Should you not do so, and we attend your premises on the Installation Date to install the Service and you are not available to let us into your premises, we will deem the Installation Date as cancelled and reschedule a new installation date and we may charge you a rescheduling charge of RM500 only to cover the costs that we incur for the attendance of our installer including the costs to attend any rescheduled installation date.

2.2 Cancellation.

- 2.2.1 **Cancellation before Installation Date.** At the time when we contact you to make an appointment, or 2 working days before the appointed Installation Date (if an appointment is already made), you may cancel the Service and in such a case, we will not provision the Service.
- 2.2.2 **Customer Cancellation.** If you notify us to cancel the Service less than 2 working days before the Installation Date, other than as permitted by the terms in this Service Schedule, you shall pay the Cancellation Costs which TIME will invoice you.
- 2.2.3 **TIME's Cancellation.** TIME may, in addition to any other Paragraph in this Service Schedule, cancel a Service Order before the CRD or any revised CRD (as the case may be) for the Service identified in this Service Schedule if you are in default of any of your obligations in this Service Schedule, and you have 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 as a consequence you shall pay the Cancellation Costs to TIME.

- 2.3 **Access to Your Office.** You consent for us and/or our agents gaining access to your office, on the appointment date (or any rescheduled appointment date), to install and place the Standard Service Components at your address stated in the Service Order, for the Service to be activated.

2.4 Installation.

- 2.4.1 **Standard Installations.** The installations at your premises that we will do is only Standard Installation. Should you require any non-standard installation, you may request our installer to do the same, and you would be liable for the charges that the installer levies on you for the non-standard installation, and we are not responsible for any defects and/or damage caused or contributed by our installer in undertaking the non-standard installation requested by you.
- 2.4.2 It will take some time to complete, and you must be present during installation or designate a person aged 18 or above to be present on your behalf, failing which we will not proceed with the installation or if we do then you agree that we will not be liable for any missing or damage items belonging to you.

- 2.5 **Service Equipment.** You are responsible, at all times, for the safety of the Service Equipment in your premises. Upon termination, cancellation or cessation of the Service, the Service Equipment is to be returned in good condition to us, fair wear and tear excepted, if we notify you to do so. If you do not do so when notified you may be charged the cost of collecting the Service Equipment that is incurred by TIME, unless we waive the same.

- 2.6 **Phone.** TIME is not obliged to provide any phones to you for the Service. Phones may, however be provided by us as part of the Service if it is specified in the applicable service plan (set out at <http://www.time.com.my/small-business/broadband/fibre-business-broadband> under the heading "plan overview") that is subscribed by you or is requested by you. You may be required to pay additional charges for the phones that are provided unless we expressly waive the same.

2.7 Service Acceptance Test.

- 2.7.1 TIME will perform a simple a SAT once the installation of the Standard Service Components are completed to determine that the Service is available. The SAT will involve the configuration, testing and verifying the Internet accessibility at your access device (such as a personal computer or laptop or wifi-enabled mobile device). We may also test WiFi accessibility with reasonable coverage at your premises.
- 2.7.2 On completion of the SAT, the Service is deemed to have commenced and the SCD is the date when the SAT is completed. You may be required to acknowledge the completion of the SAT, and if you do not do so, or if

we do not receive any objection within 3 days after the SAT is completed, the SCD shall be deemed to be the date when the SAT was completed.

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) prepare and maintain the Service Locations for the installation of Standard Service Components and supply of the Service (where necessary);
- (c) grant 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.
- (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 or CPE;
- (e) 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 expiry of the Term;
- (f) provide a secure, continuous and appropriate electrical power supplies (AC or DC supply) for the operation and maintenance of the Service Equipment at such points and with such connections as TIME specifies, including necessary electrical points required by TIME in order to provide the Service.

3.2 Use of Service Location: TIME may Use the Service Location, at no charge to TIME, until the Service Order is terminated. 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. If the Customer intends to vacate the Service Location, the Customer is to notify TIME at least thirty (30) days prior to vacating the Service Location and of the alternative premises that the Customer is moving to (if known), in order for TIME to prepare for the orderly cessation and removal of the Service and all Service Equipment, and to determine if the Service can be continued to be provided at the new service location. If the Service can be provided at the new service location, TIME will notify the Customer and the Service shall be temporarily suspended (including Customer's obligations to pay the Charges other than Charges in arrears) until the Service is reactivated at the new service location. If the new service location is not an RFS'ed building then Paragraph 6.2 shall be applicable. The fixed charge (as specified in Paragraph 12.6 herein) and any Charges in arrears shall be payable by Customer if the termination of the Service is due to the Customer vacating the Service Location.

4. TIME & CUSTOMER'S EQUIPMENT

4.1 Title & Ownership: All equipment and apparatus marked as TIME's ("**Service Equipment**") shall belong to TIME. All equipment and apparatus identified as Customer's equipment, which are not Service Equipment and includes equipment or apparatus of any third party engaged, contracted or appointed by Customer ("**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 Service Equipment 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 any 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) adequately protected against viruses and other breaches of security; (ii) technically compatible with the Service and will not harm or damage Service Equipment; (iii) configured to align with the Service; and (iv) approved and used in accordance with relevant instructions and Applicable Law;

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 pursuant to the 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, 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 is provided.

4.3 TIME's Equipment

4.3.1 **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 a breach of Paragraph 4.3.2 or due to Paragraph 4.3.3.

4.3.2 **Protection of Service Equipment:** The Customer is

- (a) 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) The Customer 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) not to remove or re-locate the Service Equipment to any place not being the Service Location 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) not to dispose, damage or destroy the Service Equipment or any part thereof (other than pursuant to TIME's written instructions), 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
- (e) not to remove any mark, word, number or distinguishing feature appearing on the Service Equipment.

4.3.3 **Damage to Service Equipment.**

The Customer will be liable to TIME for any loss of or damage to the Service Equipment, except where the loss or damage is due to fair wear and tear, due to a Force Majeure Event or is caused by TIME, and the Customer shall pay TIME all costs and expense of rectifying or replacing such Service Equipment (including manpower, transportation and installation costs).

5. INITIAL SERVICE TERM & RENEWALS

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 or if the Customer continues to use the Service beyond the Initial Service Term, then in either case, the Service is deemed to be renewed for the same duration as the Initial Service Term, on the latest General Terms, the latest terms in this Service Schedule.

6. SPECIAL CONDITIONS

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

6.1 Auto-Debit Payment Service Terms



If you have selected in the Service Order to pay the Charges via the auto-debit payment service ("APS") made available by TIME, then the terms in the APS Schedule shall be applicable.

6.2 IF CUSTOMER'S ADDRESS IS NOT RFS'ED

6.2.1 If the Customer's address is at a building that is not RFS'ed and notwithstanding this disclosure by TIME, the Customer still requires the Service, then in such a case and notwithstanding anything to the contrary in the General Terms or this Service Schedule, the following special terms shall apply and prevail:

- (a) the Customer agrees to subscribe for the Service for the Initial Service Term, which shall be for such duration, not less than twenty-four (24) months from the SCD or such longer period as may be agreed;
- (b) the original CRD shall no longer be applicable, and TIME will advise the Customer of the new CRD;
- (c) TIME will use its best endeavours to achieve the CRD but if the CRD is delayed due to events beyond TIME's reasonable control, TIME may either revise the CRD and notify the Customer accordingly or cancel the Service Order, in which case neither Party shall be liable to compensate each other.
- (d) TIME may require the Permission from the local or applicable authority, and Customer agrees to assist TIME to obtain such Permission in order to meet the CRD.
- (e) In addition to Paragraph 3.1.1 herein, the Customer will at its own expense and prior to the CRD and in advance of any installation work by TIME:
 - (i) 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 expiry of the Term;
 - (ii) provide a suitable and safe working and operational environment and notify TIME of any health and safety rules and regulations and security requirements that apply at the Service Location;
 - (iii) provide all necessary trunking, conduits, cable trays and mounting points as may be required;
 - (iv) provide any openings in buildings required to connect such Service Equipment to the Access Lines;
 - (v) 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
 - (vi) ensure that any floor loading limits will not be exceeded.
 - (vii) 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;
- (f) TIME may undertake to provide or take on the responsibility for the items set out in Paragraphs 6.2.1 (e) (iii) to (vii), instead of the Customer, and in such an event the Customer need not do so, but TIME may charge the Customer for doing so;
- (g) **Right of Entry ("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.
- (h) The right to cancel the Service Order by the Customer as permitted by this Service Schedule is excluded. If the Customer cancels a Service Order the Customer shall pay the Cancellation Costs and Balance Charges.
- (i) If the Customer terminates the subscription, not due to a breach by TIME, then the Customer shall pay TIME the Cancellation Costs and the Balance Charges, unless expressly waived by TIME in writing.
- (j) The reference in this Paragraph 6.2.1 to "Balance Charges" shall have the meaning as set out in Clause 13.1(e) General Terms, notwithstanding anything to the contrary herein.

6.2.2 The above terms shall be deemed incorporated into the Agreement if Paragraph 6.2 of this Service Schedule is either referred to specifically in the Service Order, is set out in a signed addendum by the Customer or indicated in the appropriate part of the Service Order.

7. SERVICE RULES

7.1 **Right to use the Service.** The Service is made available to you for your use only, in the performance of your trade, business or profession, and subject always to your compliance with Clause 4.1 General Terms. You are responsible for how the Service and the Service Equipment are used. Your use of the Service shall at all times be in accordance with the Applicable Law.

7.2 **Applicable Policies.** By subscribing to the Service, you are deemed to have read and accepted the General Terms, Privacy Policy, Fair Use Policy and any other relevant policies that are related to the Service as are published on our website from time to time.

7.3 **Internet Access.** We have no control over what content, information or websites that you may access using the Service, and accordingly we are not responsible for any damage or loss that you may suffer as a result of so doing. Your access to the websites is at YOUR OWN RISK. However if any of your access device become infected with malicious software or application which enables a third party to use those access devices to launch a distributed denial of service attack using the Service or any other form of cyberattack, and such an attack compromises or affects our network, we may immediately suspend your Service until we can determine the root cause, and if it is due to the fact that you did not take reasonable precautions to mitigate against such possibilities (e.g. by installing current and updated anti-virus software) you may be liable to us for any losses suffered.

PART B - SERVICE DELIVERY AND MANAGEMENT

8 OUR OBLIGATIONS

8.1 **Service Delivery/Provisioning.** Before and/or by the CRD or any revised CRD, TIME will:

- (a) use reasonable endeavours to meet the CRD.
- (b) comply with all reasonable health and safety rules and regulations and reasonable security
- (c) comply with reasonable requirements that apply at the Service Location(s) and are notified to TIME in writing by Customer, but TIME will not be liable if, as a result of any such compliance, TIME is in breach of any of its obligations under this Agreement.

8.2 **During Operation:** On and from the SCD, for so long as Customer pays the Charges, the Service will be available to be used by Customer and TIME will respond and use reasonable endeavours to remedy a Service Incident without undue delay if you report the Service Incident affecting the Service to TIME.

8.3 **The End of the Service:** On termination of the Service by either one of us, or expiry of the Initial Service Term or any Renewed Service Term, TIME may (i) notify you that Paragraph 2.5 shall apply, and (ii) disable the Customer's ability to use the Service.

9 CUSTOMER'S OBLIGATIONS

9.1 **Service Delivery:** Before and/or by the CRD or any revised CRD, the Customer will:

- (a) Do all things required and specified in Paragraph 3.1.1 above;
- (b) provide TIME with any information reasonably required without undue delay;
- (c) comply with the technical specifications in the use of the Service as may be provided by TIME periodically.
- (d) provide and maintain Customer's own internal network from the customer's side of the Service Management Boundary and its interface and also ensure that the protocols and applications you use will be compatible with the Service and will operate satisfactorily when using the Service;

9.2 **During Operation:** On and from the SCD, you will:

- (a) change the WiFi Router password that was originally assigned by TIME so as to keep the access as secure as possible;

- (b) comply with the Service Incident reporting procedure that TIME makes available to you in respect of the Service (if any);
- (c) immediately disconnect any Customer Equipment, or advise TIME to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- (d) take all reasonable steps to prevent unauthorised access to the Service.

9.3 **The End of the Service:** On termination of the Service by either one of us, or expiry, you will:

- (a) provide TIME with all reasonable assistance necessary to remove Service Equipment from the Service Location (unless waived by TIME);
- (b) disconnect any Customer Equipment from Service Equipment located at the Service Location.
- (c) **Return.** If TIME issues a notice pursuant to Paragraph 2.5, then you must make sure that the Service Equipment (including WiFi router and phone (if any)) are returned by you to us and are in good working condition, fair wear and tear excepted, and (ii) you must ensure that there are no missing, disassembled, customised, or non-original parts therein. Should you not do so, we may charge you the replacement cost of the said Service Equipment (including WiFi router and phone), and may deduct such cost from the deposit.

10 SERVICE MANAGEMENT BOUNDARY

- 10.1 TIME will provide and manage the Service up to the Customer's side of the Service Equipment, including the provisioning, maintenance and management of all elements up to the Service Equipment that connects to the Customer Equipment ("**Service Management Boundary**"). For the avoidance of doubt, the Wi-Fi router and phone that is provided by TIME is deemed to be the Customer Equipment for the purposes of this Paragraph.
- 10.2 TIME will have no responsibility for the Service beyond the Service Management Boundary.
- 10.3 Customer shall be responsible for the Service from the Customer's side of the Service Management Boundary, which is from the Service Equipment, and further acknowledges that (a) WiFi signal strength will be impacted or affected by concrete and brick walls or other frequency producing devices that may affect, impair or interrupt the Service and (b) Customer's end-user access devices (including laptops, smartphones) may affect the Service, such end-user's Service experience and/or interfere with the radio frequency of the WiFi signals, and for which TIME is not responsible.
- 10.4 Should the Customer do anything that affects the Service and is discovered as such by TIME, then any rectification or repair costs including cost of attendance to trouble shoot, replace equipment, reconfigure the Service Equipment or the WiFi router and any other reasonable costs incurred will be charged to you and will be reflected in the next bill to you.

11. SERVICE FAULTS, INTERRUPTION & LIMITATIONS

- 11.1 **Service Interruption/Fault:** The Service is not provided without any interruption or fault. Should the Customer experience a Service interruption ("Service Incident"), Customer shall report such Service Incident to TIME via the designated telephone number, email or address provided.
- 11.2 In addition to the General Terms, occasionally we may have to interrupt, change or temporarily suspend some or all of the Service, due to maintenance, upgrading or repairing of the TIME Network or of third party networks that we are interconnected to for the provision of the Service. If this happens, we will try to get the network up and running again as quickly as possible. If there are faults in the TIME Network that affect the Service, we will try to fix such faults as soon as possible, but there is no compensation payable to you for such interruption or factors that affect the Service.

PART C - CHARGES

12. CHARGES

In addition to the Charges as defined in the General Terms and as specified in the Service Order, the following are applicable in respect of this Service Schedule.

- 12.1 **MRC on Renewal:** There is no revision to the MRC for the Renewed Service Term.
- 12.2 **Deposits:** Unless waived by TIME, Customer shall pay TIME a deposit of such amount as specified in the applicable plan at <http://www.time.com.my/small-business/broadband/fibre-business->



[broadband#plansoverview](#) or if not specified, an amount equal to two times the MRC. Clause 6.2 General Terms shall be applicable.

- 12.3 **Voice Charges.** If a voice service is bundled with the Service, the applicable call charges are available at <http://www.time.com.my/small-business/broadband/fibre-business-broadband#plansoverview> (for local call charges) and at http://www.time.com.my/sites/default/files/images/IDD%20Premium_Call%20Rate.png (for selected countries IDD rates) **THE CONDITIONS OF WHICH ARE SET OUT IN THE SERVICE SCHEDULE A: VOICE SERVICE (RETAIL) WHICH SHALL BE APPLICABLE AND IS DEEMED INCORPORATED INTO AND FORMS PART OF THE ENTIRE AGREEMENT BETWEEN YOU AND TIME.** In addition to the Charges, you will be charged an amount for outbound calls made by you using the Geographical Numbers allocated to you by us (the detailed terms are specified in Service Schedule A).
- 12.4 **Cancellation Costs:** Wherever stated in this Service Schedule that the Customer is to pay Cancellation Costs, such Cancellation Costs shall comprise the following:
- (a) any Charges waived by TIME;
 - (b) the cost incurred to carry out the installation and provisioning of the Access Lines to the Service Location;
 - (c) all incidental costs and expenses incurred by TIME in order to disconnect, pack, remove and transport any Service Equipment from the Service Locations back to TIME's warehouses (including any freight, custom and excise duties that may be imposed).
- 12.5 There are no Termination Charges applicable for this Service. Any reference to Termination Charge means that the amount is zero.

13. TERMINATION DURING RENEWED SERVICE TERM

- 13.1 Notwithstanding anything to the contrary, you may terminate this Service for any reason during the Renewed Service Term by giving us thirty (30) days prior notice in writing. The Balance Charges shall not be payable by you, but you are liable for all Charges that are in arrears and Charges up to the date of termination which shall be paid by you immediately to TIME.