

## SERVICE SCHEDULE C: HOME BROADBAND SERVICE

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

### 1. THE SERVICE.

**1.1 Type.** Our home broadband service is the provision of “always-on” high-speed internet access from your home 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/personal/broadband/fibre-broadband#plansoverview>). We may change the plans periodically, but such change does not change the Service you have subscribed.

**1.2 Description:** The Service is a personal fixed high-speed internet access, that enables you to access the world wide web and any offerings or services available thereon, but such accessing of these services are at your own risk.

**1.3 Service Summary:** The Service comprises Standard Service Components as detailed below. No deviation of the Standard Service Component (as referred below) is permissible, except if we agree or as provided for herein.

Service Type	What TIME will provide the Customer for each Service type (“ <b>Standard Service Components</b> ”)
Home Broadband	(1) An optical network unit (“ONU”) (2) A Wi-Fi Router (3) If your home is an apartment, the Access Line is from the MDF Room to the ONU in your apartment or if your home is a landed property, the Access Line is from the fibre junction box installed at your home to the ONU in your home.  All of the above components will be installed according to our Standard Installation.

**1.4 Service Eligibility.** You are ineligible for the Service if you have any outstanding payments with us.

**1.5 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 by us from time to time) or violate any terms and conditions regarding the usage of the Service.

### 2. INSTALLATION OF SERVICE

**2.1 Installation Appointment.** Either you may make or we may make an appointment for us to attend your home 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. If you are unable to attend on the Installation Date or require a change to the Installation Date, you must inform us at least 24 hours before the Installation Date to reschedule the installation works. Should you not do so, and we attend your home on the Installation Date to install the Service and you are not available to let us into your home, we will deem the Installation Date as cancelled and reschedule a new installation date and we may charge you a rescheduling charge of RM200 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 before or at appointment.** At the time when we contact you to make an appointment, or 24 hours 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 and the Service Termination Fee is not payable by you. Should you cancel the Service Order on the Installation Date itself, we may charge you a cancellation charge of RM200 only to cover the costs that we incurred due to the attendance of our installer.



**2.3 Access to Home.** You consent for us and/or our agents gaining access to your home, on the appointed Installation Date (or any rescheduled 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 home 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 home. 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 a phone 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/personal/broadband/fibre-broadband#plansoverview> 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 that the Internet is accessible whether using your access device (such as a personal computer or laptop or wifi-enabled mobile device) or our access device. For clarify, we or our installer may request that you attempt to access the Internet using your access device once the Service is provisioned. We will also test WiFi accessibility with reasonable coverage at your home.

**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, but if you do not do so, and if we do not receive any objection within 3 days from the SAT date, the SCD shall be deemed to be the date when the installation and SAT was completed.

**3. CONDITIONS APPLICABLE TO THE VOICE SERVICE BUNDLED**

**3.1** If there is a voice service that is bundled with the Service, the details of which are available at <http://www.time.com.my/personal/broadband/fibre-broadband#plansoverview>. and you acquire the voice service, then **THE CONDITIONS OF THE VOICE SERVICE ARE SET OUT IN THE SERVICE SCHEDULE A: VOICE SERVICE (RETAIL) WHICH SHALL BE APPLICABLE AND ARE DEEMED INCORPORATED INTO AND FORMS PART OF THE ENTIRE AGREEMENT BETWEEN YOU AND TIME.**

**4. SERVICE RULES**

**4.1 18 years and above.** You must be aged 18 years and above to subscribe for the Service. By subscribing you represent and confirm that you are 18 years and above, and of sound mind. If you are a company incorporated under the laws of Malaysia and are acquiring this Service for a director and/or employee only, then these terms are applicable to you. The continued use of the Service by the end-user director or employee is deemed to be that end-user's acceptance of the terms in the General Terms and this Service Schedule.

**4.2 Right to use the Service.** The Service is made available to you for your and your household's own use only. You should not use the Service for any trade, business or profession. 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, and is subject to your compliance with Clause 4.1 General Terms.



**4.3 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.

**4.4 Internet Access.** We have no control over what content, information, service 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 your laptops, personal computers, smartphones or other access devices, become infected with malicious software which enables a third party to use those devices to launch a distributed denial of service attack or other forms of cyberattacks using the Service, and such an attack compromises or affects our network, we may have to 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 (by installing current and updated anti-virus software) you may be liable to compensate us.

## 5. SERVICE TERM

**5.1 Initial Service Term.** The Service commences on the SCD and is for the Initial Service Term, the duration of which is as specified in the applicable plan that you have subscribed and available at <http://www.time.com.my/personal/broadband/fibre-broadband#plansoverview> under the heading "Contract".

**5.2 Renewal.** If you do not cancel the Service at the end of the Initial Service Term or notify us that you do not wish to renew the Service, the Service will be renewed for 12 months and your continued use of the Service is deemed to be your acceptance of such renewal. The renewal will be on the same terms as set out in this Service Schedule.

## 6. SERVICE LIMITATIONS, INTERRUPTIONS & SUSPENSION

**6.1 Service Limitations.** As there are limitations on the usage of WiFi due to physical obstructions within your home, 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 to take measures to rectify such degradation.

**6.2** In addition to the General Terms, occasionally we might 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 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.

**6.3** The Service may be suspended in addition to the grounds set out in the General Terms, if you are not in compliance with the terms in this Service Schedule, the Service Schedule A: Voice Service (Retail) (where applicable) or the Applicable Law.

**6.4 Service Management Boundary:** TIME will provide and manage the Service up to the ONU including the provisioning, maintenance and management of all elements up to the ONU located within your home ("**Service Management Boundary**"). We will have no responsibility for the Service beyond the Service Management Boundary.

**6.5** 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 etc.) may affect the Service, such end-user's Service experience and/or interference with the radio frequency of the WiFi signals, and for which TIME is not responsible.

## 7. PRODUCTS, DEFECTS & WARRANTY

**7.1 Products.** We may make available from time to time, additional products that you may purchase from us ("Add-On Products"). Details of the Add-On Products are specified at our website. The payment of the purchase price of the Add-On Products is to be made at the time of purchase. The risk and ownership of the Add-On Products shall transfer to you on delivery of the Add-On Products.

**7.2** If any of the Standard Service Components or the Add-On Product is defective (as defined by Part X of the Consumer Protection Act 1999) and causes any damage to your property, death or personal injury, we will replace the same at no charge to you, and compensate you according to the Applicable Law PROVIDED



ALWAYS THAT such defect damage, personal injury and/or death was not caused or contributed by you, your household's or your invitees negligence, carelessness or failure to adhere to our instructions or the instructions of the manufacturer. You need to give us notice of such an incident involving the Standard Service Components or the Add-On Products as quickly as possible, but in no event later than 14 days after the incident occurs, in order for us to determine the cause of the defect.

**7.3** If the Standard Service Component is the ONU, and the ONU malfunctions, is defective or is damaged (not due to your or your household's negligence, carelessness or failure to adhere to our instructions) then for so long as you continue to subscribe for the Service, we will replace the ONU at no charge to you.

**7.4** If the WiFi Router or the phones supplied by us (referred as "CPE") and/or the Add-On Products malfunctions, is defective or is damaged (not due to your or your household's negligence, carelessness or failure to adhere to our or manufacturer's instructions) and such defect or damage occurs within:

- (a) in the case of the CPE, a period of 3 years from the SCD subject to you still subscribing for the Service,
- (b) in the case of the Add-On Products, a period of 12 months from the date of delivery of the Add-On Product

then we will replace the CPE or the Add-On Product at no charge to you.

## **8. END OF SERVICE**

**8.1** On expiry of the Term:

**8.1.1 Our Responsibility:** TIME will:

- (a) disable the Service;
- (b) if Paragraph 2.5 notice is issued by TIME, make an appointment to collect the Service Equipment from you. If at the appointed day we are not able to do so, and we need to reschedule our appointment, then you will be liable for all costs and expenses that we incur including the cost and expenses for the aborted appointment;
- (c) not, however, remove the Access Line that was fixed at the time of installation of the Service. If you do request that we remove the Access Line, we will, if we agree, do so with reasonable care, but we will not be liable for damage due to fair wear and tear, or cosmetic damage as a result of the removal.

**8.1.2 Your Responsibility:** You will:

- (a) if Paragraph 2.5 notice is issued by us, provide us with all reasonable assistance necessary to remove ONU from your home;
- (b) not dispose of the CPE and/or the Add-On Products other than in accordance with Applicable Laws; and
- (c) pay all Charges in arrears including any proportion of the MRC from the last bill to the date of termination.

**8.2 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.

## **9. CHARGES, FEES & PAYMENT**

**9.1 Deposit.** You may be required to pay us a deposit if you are not a Malaysian citizen and the Service is to be provisioned in a Designated Area. The amount of deposit to be paid is as prescribed at our website or the Service Order. For the avoidance of doubt "Designated Area" means a location (including a street or a building) where the Service is available but which we have determined requires the payment of a deposit.



- 9.2 Recurring Charges.** The Service has a fixed monthly recurring charge, the amount depends on the plan that you select. Details of the currently offered plans and the monthly recurring charges are available at <http://www.time.com.my/personal/broadband/fibre-broadband#plansoverview>.
- 9.3 Voice Charges.** In addition to the Charges, you will be charged an amount for calls made by you using the Geographical Number allocated to you by us (the detailed terms are specified in Service Schedule A: Voice Service (Retail) which are deemed incorporated into this Service Schedule).
- 9.4 Payment Methods.** If you have selected to pay the invoices from TIME for the Service by way of the Auto-Debit Payment Service ("APS"), the use of the APS is subject to the terms in the APS Schedule available at our website. If you use the FPX capability, to pay your bills from TIME, your use is subject to the FPX terms (if any).
- 9.5 Service Termination Fee.** If you terminate or cancel the Service before the expiry of the Initial Service Term, you would have to pay us the Service Termination Fee only, but you are not liable to pay the Balance Charges. If we change the amount of the Service Termination Fee, you will not be liable to pay the revised Service Termination Fee, unless you have agreed.

## 10. CHANGES TO TERMS

- 10.1** We may revise the terms in this Service Schedule and the Applicable Policies periodically. All revisions will be updated on our website. Please check our website periodically.
- 10.2 Prior Notice:** Where reasonably practicable, we will give you reasonable advance notice of such revisions. You must inform us if you DO NOT AGREE to the revisions within seven (7) days after you have received such notification.
- 10.3 Acceptance or Not:** If you do not agree then the revisions will not be applicable, and the terms in this Service Schedule and the Applicable Policies at the time you signed up for the Service shall continue to be applicable and govern our relationship. You can let us know that you agree to the revisions either by email, letter or verbally.
- 10.4 Deemed Acceptance.** If after notifying you of such revision, and if Paragraph 10.3 does not apply, your continued use of the Service, IS DEEMED TO BE YOUR CONSENT TO AND ACCEPTANCE OF THE REVISED TERMS AND/OR APPLICABLE POLICIES, which will be accordingly effective and binding on both of us.

## 11. TERMINATION

- 11.1** For the purposes of this Service, Clause 8 of the General Terms are excluded and shall not be applicable.
- 11.2** You may terminate your subscription of the Service at any time even during the Initial Service Term by giving us 30 days prior notice, and if the termination is :
- (a) due to our breach of the terms in this Service Schedule or the General Terms or due to a Force Majeure Event, then you do not need to pay us the Service Termination Fee NOR the Balance Charges; or
  - (b) not due to our breach of the terms in this Service Schedule or the General Terms, then you are to pay us the Service Termination Fee only;
- and in either case, (i) you will pay us any Charges in arrears and any Charges incurred from the last billing cycle to the date of termination, and (ii) the termination is effective on the expiry of the 30 day notice period.
- 11.3** If you notify us according to Paragraph 5.2 of this Service Schedule, that you do not wish to renew your subscription of the Service, no Service Termination Fee is payable by you.
- 11.4** You may notify us of your intent to terminate under Paragraph 11.2 above either by completing the termination form and sending the same to us or contacting our call centre at the telephone number specified in our website. We may accept a verbal notice, if we are able to confirm that you are our customer.
- 11.5** If we terminate or cancel your subscription for any reason, we would provide you with not less than 14 days prior notice. The termination or cancellation is effective on the expiry of the notice period. You would not be required to pay us the Service Termination Fee but you will be liable to pay all Charges in arrears and the MRC or a proportion thereof that is computed from the last billing cycle to the date of termination or cancellation.

**11.6** The Service Termination Fee is the only compensation that we may recover from you for a breach of the General Terms or this Service Schedule, unless otherwise specified herein.

**12. DEFINITIONS.**

**12.1** All capitalised terms have the same meaning as set out in the General Terms, unless the context otherwise requires. The words and phrases below have the specific meanings assigned to them for this Service Schedule only, notwithstanding anything to the contrary in the General Terms.

- (a) **“Service Equipment”** means any equipment or apparatus that is marked as TIME’s including the ONU, and shall belong to TIME.
- (b) **“Standard Installation”** means the installation of the Access Line from the point of entry to your Home 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 fibre cable will be pulled from nearest node at the riser or MDF or such other places as we may determine into one designated place inside the your home as identified by you. The ONU will be placed and install inside a single location of your home.
- (c) **“Applicable Policies”** means those policies as identified in Paragraph 4.3 of this Service Schedule.
- (d) **“Service Termination Fee”** means the fixed sum of RM500.00 only.

**12.2 Severability.** In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the Consumer Protection Act 1999, such unenforceability, illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

