

## **AUTO DEBIT PAYMENT (“APS”) SCHEDULE**

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These are the applicable terms for the auto-debit payment service (“APS”) that you have requested from TIME, and by your request you are deemed to have read and agreed to these terms. These APS terms are deemed incorporated into and forms part of the Agreement.

### **Auto-Debit Payment Service Terms**

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#### **1. Definitions.**

1.1 Capitalised words, unless the context otherwise requires or as may be defined herein, have the same meanings as specified in the General Terms.

“**APS**” means the auto-debit payment service, which is a service that enables customers to have the bills issued by TIME for the subscribed Service paid by the customers’ Designated Card;

“**Designated Card**” means your debit card, credit card or charge card issued by the card issuer which is of a type that is supported and/or authorised by TIME to be used by you to make auto-debit payments;

#### **2. Enrolment & Acceptance**

2.1 You agree and understand that:

- (a) APS enrollment methods are on the TIME website, or by you indicating your requirement to enroll for the APS in the Service Order;
- (b) APS enrollment applies to the Designated Card only;
- (c) Your participation in APS is subject to our approval and the successful validation exercise undertaken by us as detailed in Clause 2.2 below.

2.2 **Card Validation.** You authorise us to perform and undertake Designated Card validation exercise as follows, if you are:

- (a) a new customer only (other than customer identified in (b) below), a Ringgit Malaysia One (RM1) only will be charged to the Designated Card for validation purpose only and we will void the transaction immediately.
- (b) a new customer who is not a Malaysian citizen or permanent resident only, the required deposit sum will be charged to the Designated Card to both validate your Designated Card and to charge the deposit sum. If successful the sum charged will be retained by us as a deposit which will be refunded according to the terms of the applicable Service Schedule.
- (c) an existing customer with nothing owed or outstanding only, a Ringgit Malaysia One (RM1) only will be charged to the Designated Card for validation purpose only and we will void the transaction immediately.
- (d) an existing customer with an outstanding balance only, the total outstanding balance will be charged to the Designated Card to both validate your Designated Card and to charge the outstanding balance for validation purpose. If successful the sum charged will be use to settle the outstanding balance due to us. You will only see a debit of the amount of the outstanding sum from TT dotcom Sdn Bhd.

If the above validation exercise is successful only then will your enrolment for APS be completed and effective. If the validation exercise is unsuccessful we will inform you electronically by a response displayed on our webpage where you had attempted to enroll for the APS to try another card or use another payment method (if any).

2.3 If you use an electronic signature, you are deemed to have authorised TIME to treat your electronic signature as evidence of your consent to initiate the auto-debit payment service from your Designated Card account. Your consent only applies to the initiation of the recurring debits by us to the Designated Card. Your authorization via electronic signature has the same effect as a handwritten signature on a paper-formatted contract.

2.4 The amount charged to your Designated Card every month will be the then current balance on your account. Your current balance is the amount on your TIME statement, plus additional charges billed to your account after your previous statement was issued, less credits or payments posted to your account.



2.5 Once your enrollment is processed and approved, all payments will be automatically charged to the Designated Card on the statement due date, unless you terminate your authorization in the manner described herein.

2.6 **Enrolment using 3<sup>rd</sup> party credit card.** If the Designated Card is not in your name, and is used to enroll for the APS, the same validation exercise as set out in Clause 2.2 shall be undertaken. Notwithstanding the use of a 3<sup>rd</sup> party Designated Card, TIME shall not be responsible for any fraud or negligence and if there is no notification by either the card holder or the card issuer to TIME, it is presumed that the use of such 3<sup>rd</sup> party Designated Card is legitimate and is permitted by the holder of the Designated Card and may be properly used. We are not obliged to inquire from the Designated Card holder as to whether such a holder authorizes you to use the holder's Designated Card.

2.7 Corporate Customers. If the Customer is a legal entity, and the personal Designated Card of an officer is used, the following shall be applicable: (a) the Customer is deemed to have authorised the officer and the officer agrees to use his/her personal Designated Card, (b) the said individual shall pay all bills issued by us to the Customer via the auto-debit process without limitation or restriction, (c) the validation of the personal Designated Card shall be undertaken as set out in this APS Schedule.

### 3. **Auto-debit Payment Service**

3.1 Upon the successful validation of your Designated Card you shall be deemed to have enrolled for the APS and:

- (a) you are deemed to have authorised TIME to automatically charge the Designated Card for such amounts as are due on your bill;
- (b) the APS shall commence on next bill date;
- (c) the charges to the Designated Card will be made within seven (7) days of the bill date;
- (d) The amount charged to your Designated Card every month will be the then current balance on your account. Your current balance is the amount on your TIME statement, plus additional charges billed to your account after your statement was issued, less credits or payments posted to your account after your statement was issued.

3.2 You agree to be bound by any rules that your Designated Card issuer requires for pre-authorized debit or credit card transactions, and are responsible for all fees charged by your card issuer or financial institution (as the case may be) associated with using the auto-debit payment service.

3.3 Returned Payments. You understand and agree that if any payment submitted via the APS is rejected, refused, returned, disputed, or reversed by the Designated Card issuer for any reason, then TIME shall charge a returned item fee and to cancel your enrollment to the APS.

3.4 APS Fees. We confirm that we do not impose a fee for participating in and enrolling for the APS. However we cannot confirm that your Designated Card issuer does not impose any fees. Accordingly you agree that you are responsible to verify with your financial institution to determine if additional charges or fees apply, and you are solely responsible for such additional charges or fees.

3.5 To cancel or terminate the APS, you may do so at any time, either by contacting us at cs@time.com.my, calling us at 1800 18 1818 or by logging into your account at <https://selfcare.time.com.my/auth/login>. Your cancellation or termination of the APS will be effective immediately after you have notified us.

3.6 TIME and participating financial institutions may terminate your participation in the APS at any time, and without notice to you.

3.7 The APS is provided as a convenience to you, and TIME may at its discretion terminate your subscription for the APS at any time. If we terminate the APS your bills will not be charged to the Designated Card and it is your responsibility to ensure that your bills are settled promptly in order to continue to receive the service.

### 4. **Updating Card Information**

4.1 If there is a change to the Designated Card information, including expiration date, you must log-in to your account at <https://selfcare.time.com.my/auth/login> to update the APS enrollment information. If you do not update TIME of updated your credit card information, and TIME is unable to charge your Designated Card for the amount due on your TIME account or there is any failure of the APS to be processed by the Designated Card issuer or the financial institution shall you may be subject to applicable late fees, service interruption, returned item charges and any fees or charges assessed by your financial institution, and you shall continue to be liable to TIME to settle the outstanding sum in your bill.



4.2 You understand and consent that TIME may receive updated card information from the financial institution issuing the Designated Card.

5. **Billing & Billing Errors**

5.1 You understand and agree that TIME is not liable for erroneous bill statements or incorrect debits/charges. If a billing error occurs, TIME is responsible for correcting it if and when, you notify TIME of the error.

5.2 TIME SHALL BEAR NO LIABILITY OR RESPONSIBILITY FOR ANY LOSSES OF ANY KIND THAT YOU MAY INCUR AS A RESULT OF A PAYMENT MADE ON ITEMS INCORRECTLY BILLED OR FOR ANY DELAY IN THE ACTUAL DATE ON WHICH YOUR ACCOUNT IS DEBITED OR YOUR CREDIT CARD IS CHARGED.

6. **Miscellaneous.**

6.1 Changes & Updates. From time to time, we may revise these APS Terms. We will provide notice of such revisions by posting revisions to our website or notify you via email, which shall be effective no sooner than 30 days thereafter. If you do not agree to our revision(s), you must terminate your APS enrollment immediately. By continuing to use the APS after revisions are in effect, you are deemed to have read, accepted and agreed to such revisions.

6.2 These APS Terms do not in any way terminate, amend or modify other terms, agreements or policies that apply to your TIME account or any TIME services you receive or other agreements you may have with TIME.

