

TMgo (LTE 850) GENERAL TERMS AND CONDITIONS

1. The Service

1.1 TM is involved in, amongst others, the provision of telecommunications and multimedia products and services and at the request of the Customer, agrees to provide to the Customer the Service (as hereinafter defined) on TM's network, which will allow the Customer access to Internet on the terms and conditions set forth herein, as may be reasonably amended from time to time by TM.

1.2 The terms and conditions herein shall be read together with other terms and conditions for the Service, if made available with the Starter Pack (as hereinafter defined) or elsewhere. In the event of any inconsistency between any of the terms and conditions of the Service provided with the Starter Pack or elsewhere with the terms and conditions as herein set forth, the terms and conditions herein shall prevail, to the extent of any inconsistency.

2. Definitions and Interpretation

"Activation Date" means the date on which the Service and User Account (hereinafter defined) are activated for the Customer by TM as more particularly described in Clause 3.2 hereunder.

"Agreement" means the terms and conditions here under (and its attachment(s) if any) and, the terms and conditions as specified in the Starter Pack or elsewhere, where appropriate as applicable for the Service.

"Subscription Form" means the subscription form for the subscription by the Customer of the Service, in form and substance as may be prescribed by TM from time to time to which these terms and conditions are referred to and accepted by the Customer.

"Content" means any contest, java games, information, text, sound, music, software, photographs, videos, graphics, data messages or other materials received by Customer including but not limited to VAS.

"Customer" under this Agreement shall mean a natural person other than a minor and shall include any other person as determined by TM whose application to subscribe for the Service is accepted by TM and shall include his executors, administrators, personal representatives and permitted assign and is synonymous with the term "subscriber" or "applicant" wherever used in other correspondence or documents.

"Fees" means subscription fee for the Service at the applicable rate indicated in the Subscription Form or such rates as may be prescribed by TM from time to time subject to stamp duty and government or services tax or GST, if any, chargeable by TM to the Customer for the provision of the Service together other charges to be paid by the Customer to TM in relation to the provision of the Service.

"Force Majeure Events" means the events as specified in Clause 31 herein.

"LTE" is an acronym for Long Term Evolution, a standard for wireless communication of high-speed data for mobile phones and data terminals.

"Minimum Subscription Period" means the minimum period for the subscription of the Service applicable for Postpaid Plan only by the Customer as specified in the Subscription Form and/or the terms there under or, in the absence of any specified minimum period there under, a period of **twenty four (24) months** from the Activation Date of the Service or, such other minimum period of subscription as may be determined by TM from time to time in accordance with Clause 4.1 herein.

"Mobile Device" means a wireless device together with accessories for the use of the Service.

"Package Plan" means either Prepaid Plan or Postpaid Plan offered to the Customer to subscribe to the Service, details of which are more specifically stated in the Subscription Form.

"Mobile Number" means the service number assigned to the Customer for the use of the Service.

“Mobile Number Portability” or “MNP” means Customer’s ability to change from one mobile service provider to another and retain Customer’s Mobile Number.

“Registration” means the registration of the Customer’s subscription of the Service, being the date upon which TM approves the Customer’s application for the Service.

“TM” means **TELEKOM MALAYSIA BERHAD** (Company No. 128740-P), a company incorporated under the laws of Malaysia and having its registered address at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur.

“Service” means mobile broadband services or other services provided or that may be provided by TM from time to time using LTE 850M Hz network technologies under the brand name of “TMgo” or such other brand name as shall be determined by TM from time to time.

“Service Migration” means refers to the change of Package Plan based on the application by Postpaid Customer to migrate to Prepaid Plan or vice versa.

“SIM Card” means the microprocessor card provided by TM which is inserted into the Mobile Device and contains a personal identification number (PIN) for access into the Service.

“Starter Pack” means the pack sold by TM containing the SIM Card and a user guide.

“TM’s System” means the telecommunication system and/or network utilised by TM in providing the Service.

“User Account” means an account under the name of the Customer in relation to the Service subscribed by the Customer.

“Value Added Service” or “VAS” means additional functions, features or facilities which are currently available or will be made available by TM from time to time and may be subscribed to and/or used by the Customer in connection with the Service to enable the Customer to access and use information, data, content, WAP and other interactive applications and/or services over the internet and/or intranet.

Words and expressions denoting the singular include plural numbers and words and expressions denoting the plural shall include the singular number unless the context otherwise requires.

Words denoting natural persons include bodies corporate, partnerships, sole proprietorship, joint ventures and trusts.

The expression "him" or any other expressions appear herein shall be deemed to include the masculine, feminine, plural thereof where the context so admits.

3. Agreement Period

3.1 This Agreement shall be effective after the execution of the Subscription Form by the Customer and upon the acceptance of the Subscription Form together with the required attachments hereunder and, the Registration thereof by TM. TM reserves the right to reject or decline any application or the Registration subject to Customer being informed of the ground for any rejection.

3.2 The Service shall commence from the Activation Date of the Service and shall continue to be in force until terminated in accordance with these terms and conditions.

4. Minimum Subscription Period for Postpaid Plan Customer (if applicable)

4.1 The Postpaid Plan Customer shall subscribe to the Service for a period of not less than the Minimum Subscription Period effective from the Activation Date or in the event of any promotion held by TM for the Service, such other minimum subscription period as may be applicable to the relevant promotions as may be prescribed by TM from time to time.

4.2 Upon expiry of the Minimum Subscription Period, the Service and this Agreement will automatically be renewed on a monthly basis unless earlier terminated by either party hereto in accordance with the provisions of this Agreement.

5. Application for the Service and Documentations

5.1 Existing or new TM's customer is eligible to apply, must be at least 18 years of age as at the date of application and has the legal capacity to enter into a legally binding contract.

5.2 The Customer shall ensure that all information (and documents) submitted to TM for the purpose of subscribing to the Service (including information requested to be submitted with the Subscription Form or information upon TM's request) are accurate, true, current and complete and the Customer hereby undertakes to inform TM of any updates to such information in the event of any changes thereto.

5.3 Customer must provide accurate, complete and updated profile information, including but not limited to:

- (a) Name as per identification card (IC)
- (b) IC number
- (c) Address
- (d) Can Be Reached (CBR) mobile number
- (e) Preferred email address

5.4 Registration of the Service would require TM or its authorized representative to verify through original Identification Card, MyKad or against the original of the following:

- (a) National Identity Card for Malaysians without MyKad;
- (b) National Identity Card for Malaysian Permanent Residents;
- (c) Malaysian Armed Forces and Police Personal Identity Card;
- (d) Work Permit Identification Card or Passport for foreigners;
- (e) Temporary Identity Card (MyKAS);
- (f) IMM 13 (limited to state of Sabah and W.P Labuan only; or
- (g) Form KPKK 09 (Temporary Identification Document);

5.5. Registration for the Service will be attended to by TM when Customer is physically present during the process of application and Registration may be made through any of the following channels:

- (a) selected TMpoint;
- (b) TM On Wheels (TMOW);
- (c) TM Events & Sales Booths;
- (d) selected TMpoint Authorized Dealers (TAD).

5.6 TM shall be entitled, at its absolute discretion, to reject or suspend Customer's application or Registration or activation of the Service (a) if Customer is blacklisted in TM's system and record due to outstanding or non-payment of subscription fee or charges for any of TM's or its affiliates' services and subscribed by Customer; or (b) subscription by Customer of any of TM's or its affiliates' services is suspended or terminated for any reason attributable to the Customer's default; or (c) if Customer has criminal record or attempt to defraud TM; or (d) TM is of the reasonable opinion that Customer will use the Service for any illegal activities; or (e) upon Customer's credit or other worthiness check, TM is of the reasonable opinion that the Customer may not likely be able to perform his obligations under the terms herein. Subject however that in case of the matter falling under Clause 5.6 (a) above, TM may, at its absolute discretion, consider Customer's application when all outstanding payment due to TM or its affiliates has been fully paid.

5.7 Customer agrees that notwithstanding acceptance by TM of Customer's application and/or Registration of the Service, Customer hereby consent to and allows TM to attend to credit or other worthiness check on the Customer and if, in the reasonable opinion of TM, the Customer may not likely be able to perform his obligations under the terms herein TM may cancel or suspend or terminate Customer's subscription of the Service.

5.8 Prepaid Plan is applicable to Malaysian and foreigners.

5.9 Each individual Customer may subscribe up to the maximum of two (2) TMgo Broadband Starter Pack + Device bundle per individual Identification Card (IC).

5.10 Each individual Customer may subscribe up to the maximum of ten (10) TMgo Prepaid Mobile Broadband Starter Pack (SIM only) per individual Identification Card (IC).

5.11 Business Customer may register as individual only unless otherwise made available by TM at any time or from time to time.

6. Service Availability

6.1 Service is only available in TM LTE coverage areas. Please visit www.tm.com.my/tmgo for TM LTE coverage areas.

6.2 Service may be used solely for data access purposes and does not provide voice capabilities (unless it is provided by TM at any time or from time to time), MMS, Volume Quota Transfer or outgoing SMS services. Domestic or international roaming or international call services are also excluded from the Service.

6.3 The Service is pre-activated with mobile data service only. Availability of mobile data service is subject to availability of a suitable type of Mobile Device; availability of resources including, without limitation, availability of a suitable network infrastructure at the time when the Service is requested or delivered; and geographic and technical capability of the TM System at the time and location when the Service is requested or delivered.

6.4 Selection of numbers will be subject to availability. Mobile number is critical for SMS notification with regards to customer account information, volume quota expiry and other notifications.

6.5 The details of data access and applications available under the Services and its limitations are specified in Appendix 1 hereto.

7. Starter Pack, Reload, SIM Card and Mobile Number

7.1 The Starter Pack or any volume reload once sold cannot be returned. It cannot be exchanged for cash or other products.

7.2 The card number and PIN number printed on each Starter Pack is unique to that Starter Pack and the Customer shall be solely responsible for preventing any unauthorized use of the Starter Pack.

7.3 The SIM Card shall remain the property of TM at all times. TM only grants to the Customer the right to use the SIM Card for the purposes of the Service. The SIM Card must be returned to TM on demand.

7.4 The Service and/or features to be provided under the SIM Card will depend on the type of Mobile Devices used.

7.5 The Customer shall not transfer the SIM Card to any other person without TM's prior written consent.

7.6 In the event of loss, theft, cloning and/or unauthorised use of the SIM Card, the Customer shall immediately notify TM. Replacement of a SIM Card is subject to such payments as may be prescribed by TM.

7.7 TM shall only replace a defective SIM Card at no cost if the defect is proven to TM's satisfaction to be caused by the manufacturer or supplier provided that the Customer must return such defective SIM Card to TM within fourteen (14) days from the Activation Date.

7.8 TM will assign a Mobile Number to the Customer for the use of the Service. Mobile Number or any other personal identification number ("PIN") assigned to the Customer is solely belong to TM. TM reserve the right to change, reassign or eliminate any Mobile Number or PIN by giving a prior notice to the Customer. If the User Account is deactivated, TM reserves the right to reassign the Mobile Number without giving the notice to the Customer.

7.9 The SIM Card must not be used by the Customer with any other devices other than the Mobile Device provided for the Service and/or for any other usage contrary to the Service, as may be instructed by TM from time to time in any form of notification either via its website or public announcement. TM reserves the absolute right to suspend and/or terminate the Service if the SIM card is used in any other customer's devices.

7.10 A non-activated SIM Card which has passed the expiry date imprinted on it will not be usable and/or returnable.

7.11 The card number and PIN number printed on each SIM Card is unique and the Customer shall be solely responsible for preventing any unauthorized use of the SIM Card.

7.12 In the event of theft or loss of the SIM Card, the Customer shall be liable and continue to remain liable for all fees and charges incurred by the use of the SIM Card. TM reserves the sole and absolute right to levy a charge of RM10 upon the Customer being the cost of such replacement and/or any other charges which TM shall deem at its sole and absolute discretion fit for such purpose. In the event of any lost or stolen Further, TM will not be liable or obligated to refund or replace any remaining credit balance or validity to the Customer, the Customer's TMgoTM the SIM Card itself or the Customer's Mobile Number.

7.13 The SIM Card must be reloaded using volume reload upon the expiry of the validity or the exhaustion of the volume quota, whichever comes first; failing which all internet access will be blocked. Charging of the volume reload plan for the SIM Card is based on the reload validity and internet usage. TM reserves the right to change such charging principle for the SIM Card without prior notice to the Customer.

7.14 TM shall not be obliged to refund the Customer, and TM shall not entertain any claim for any refund of, any unused portion of the value whether before or after its expiry period.

7.15 Volume reload vouchers/soft pins that have passed the expiry date printed on them will not be usable nor returnable. Volume reload vouchers/soft pins shall not be refundable. Any value that has been reloaded shall not be transferable nor refundable.

7.16 TM reserves the absolute right, without any liability whatsoever, to block any access to the internet, if the validity period of the reload voucher expires or if the volume quota is reached, whichever comes earlier.

7.17 TM does not provide a refund for any unused balance in the SIM Card; before or after usage, upon expiry or termination of account or if the SIM card is blocked. However, TM, at its own discretion, may provide rebates in the form of additional quota or extension of validity period if the case involves any TM major network and/or billing error/downtime

7.18 Usage of the SIM Card is governed by the terms and conditions of the user guide and subject to change from time to time. Customer can view the online user guide for the full terms and conditions at www.tm.com.my/TMgo/

8. Refund and Bonus

8.1 Upon subscription, Customer has a seven (7) day cooling off period. During this period, should the Customer be dissatisfied with the Service for the following reasons:

- (i) Poor Service Quality; or
- (ii) Poor / No Coverage,

then the Customer may request for termination of the Service. However such request in writing must reach any of TMpoint outlets in the Service coverage area within the cooling off period.

8.2 For the device bundled packages as specified below, Customer is required to terminate the Service within seven (7) days cooling off period at the TMpoint branch Customer had originally purchased the package from:

- (i). TMgoTM Prepaid Mobile Broadband + USB Modem;
- (ii). TMgoTM Prepaid Mobile Broadband + MiFi Router.

8.3 Subject to the return by the Customer of the relevant Mobile Device (and its packaging) in good condition to TM, The Customer will be entitled to a refund.

8.4 Any refund is a system controlled service and all payments will be paid via TM finance division. TM will issue a telegraphic transfer (TT) to the registered user not more than 60 days from the termination date.

8.5 Refund is only applicable to the Service which are sold by TM in a bundled package manner.

8.6 From time to time, depending on the promotions and to reward loyalty, TM will grant additional volume quota into the Customer's account. The additional volume quota may be distributed, for example, on a monthly basis provided that the Customer is still active i.e. volume quota still within validity period.

8A. Fees

8A.1 The subscription fee for the Service shall be at the applicable rate indicated in the Subscription Form or such rates as may be prescribed and informed to the Customer by TM from time to time.

8A.2 Except for the Prepaid Customer, monthly subscription fees shall be continuously chargeable and payable by the Customer upon activation of the Service.

8A.3 Fees for the Service shall be payable in advance from the Activation Date. The Customer shall be liable for and shall promptly pay to TM, within the time period specified in TM's bill for the Service, all charges, fees, costs or other amounts whatsoever as shown in TM's bill, notwithstanding that the Customer may dispute the same for any reason(s) whatsoever.

8A.4 In the event of suspension or termination of the Postpaid Plan or this Agreement at any time during the Minimum Subscription Period, except where such termination arises from TM's material breach or wilful default or due to Force Majeure Event, then the Customer shall be liable to pay to TM, in addition to all outstanding Fees and charges as at suspension or termination, a sum of RM500.00 as agreed liquidated damages for suspension or early termination.

9. Payment, Billing and Credit Limit

9.1 In the event the amount stated in TM's bill or any part thereof remains unpaid after the due date, TM reserves the right to charge the Customer interest on the sum that remains unpaid as aforesaid at the rate of 1% per month to be calculated from the due date to the date of full payment.

9.2 TM will issue the bill for the Service on monthly basis and the billing date will commence from the Activation Date.

9.3 For the purpose of ensuring that Customer will receive bill for the subscription of the Service, Customer shall be fully responsible on the accuracy of his billing address, email address and mobile telephone number as provided in the Subscription Form. Customer may elect to subscribe for printed/paper bill at a fee of RM8 per month or at such other fee as may be reasonably determined by TM from time to time. Customer is obligated to do reasonable inquiry in the event that Customer has not received the bill within the expected period. Customer hereby acknowledges that failure by Customer to check and verify bill via online or the non-receipt of any statement of account, bill, statement or any correspondence in relation to the Service subscribed shall not be a valid reason for the Customer to withhold or delay any outstanding payments to TM. Customer agrees that statement of account as provided in the bill or any other statement of account for the subscription of the Service issued by TM and the amount stated thereunder shall be conclusive evidence in any proceedings between the Customer and TM and shall be final and binding against the Customer save and except for any manifest error.

9.4 TM shall investigate any billing dispute by Customer if written submission of any dispute is made by Customer to TM within thirty (30) days from the date of a bill. Determination by TM of any billing dispute upon any reasonable investigation made and on the basis of reasonably sufficient supporting documents shall be final and conclusive upon the Customer.

9.5 Without prejudice to any other rights of TM, Customer acknowledges that TM may, at its absolute discretion, suspend the availability of or terminate the Service and/or place the Customer on TM's blacklist in the event of failure by Customer to pay any outstanding amount for the Service. Suspension of the Service as a result of breach by the Customer or by Customer's own election or under any of the circumstances as provided in this Agreement shall not prejudice the right of TM to continuously bill the Customer for the Fees and other charges (if such right to continuous billing is permitted under the terms and conditions herein and/or recover all other charges, costs, and interests due and any other incidental charges incurred during the period of suspension and Customer agrees to pay TM the aforesaid payment when due.

9.6 Customer agrees that TM may implement credit limit to Customer's usage of the Service subject to prior notice to Customer either by direct communication to Customer via written notice or email or notification and updates via TM's website. If implemented, Customer further acknowledges that TM may block Customer's usage of the Service once the credit usage has reached its limit. Customer further understands that credit limit as may be imposed by TM to its customers may vary with each customer.

9.7 Customer acknowledges and agrees that in the event Customer made any over payment of any account for any services rendered by TM to Customer, TM reserve the right to use/offset any over payment amount so paid by Customer from time to time including any deposit paid, any proceeds when any bank guarantee is being called upon or, from any other payments paid by Customer, to clear any undisputed outstanding fee or charges for Customer's subscription of the Service or for undisputed outstanding fee or charges under any other account for other service subscribed by Customer with TM (registered under Customer's name with similar Identification Card Number or Passport Number). In the event where there is no outstanding amount under any account, TM shall refund any over payment made to Customer.

9.8 TM reserves the absolute right to impose payment or requirement of deposit by way of cash or bank guarantee or such other form as may be acceptable to TM. Customer agrees that deposit may be forfeited or set off or call upon by TM against any fees and other charges outstanding from Customer in the event of termination or suspension of the Service due to breach by Customer of the terms and conditions herein or for the purpose of set off for any undisputed outstanding fee or charges under any other account for other service subscribed by Customer with TM.

10. Content

10.1 The Content provided by TM via the VAS is either provided by TM or third parties. Where the Content is provided by third parties, the Customer acknowledges that TM is under no obligation to censor the said Content or information provided even if it is co-branded or promoted by TM. The Customer has no rights or interests to the Content and the Customer agrees not to distribute the Content to third parties.

11. Service Migration

11.1 Service migration is not allowed subject however TM may allow Service migration at any time and from time to time, as and when it deems fit provided.

11.2 Where Service migration is made available, it shall be subject to the following:

- (a) TM shall at its absolute discretion be entitled to accept or reject the Customer's request for Service Migration;
- (b) the Customer may request for Service Migration at any TM Point branch;
- (c) the Customer shall not be charged for the Service Migration;

12. Customer's Responsibilities

12.1 The Customer shall:

- (i) ensure that Mobile Device owned by the Customer is compatible with TM's System. In the event that changes and upgrades are introduced to TM's System, the Customer shall be responsible to ensure the continued compatibility of the Mobile Device ;
- (ii) comply with all reasonable notices or instructions given by TM from time to time in respect of the use of the Service;
- (iii) be solely responsible for obtaining, at his own cost, all licenses, permits, consents, approvals, and intellectual property or other rights as may be required for using the Service;
- (iv) comply with the rules of any network to which the Customer has access to the Service;
- (v) comply with and not contravene any and all applicable laws and regulations of Malaysia, whether relating to the Service or otherwise including but not limited to the Communications and Multimedia Act, 1998;
- (vi) be solely responsible for all information retrieved, stored and transmitted by the Customer through the use of the Service;
- (vii) obtain TM's prior approval before making any changes to the network configuration and interconnecting the private network to any public network;
- (viii), the Customer shall be responsible for purchasing the Mobile Device at his own cost to enable connectivity of the Service if the Customer elect not to purchase from TM the Mobile Device ;

- (ix) pay and settle all Fees and any other charges due to TM in accordance with this Agreement;
- (x) abide and adhere to the terms and conditions of this Agreement inclusive of the additional terms and conditions as specified under the Subscription Form and in the Starter Kit, if provided for ; and
- (xi) be responsible to maintain in good condition the SIM Card. In the event the SIM Card is faulty, lost or damaged due to any fault or negligence of the Customer, the Customer will have to bear the cost of the SIM Card according to its depreciated value, as reasonably determined by TM.

13. Prohibited Use

13.1 The Customer shall:-

- (i) not use the Service for any unlawful purpose including without limitation for any criminal purposes;
- (ii) not use the Service to send unsolicited electronic messages or any message which is obscene, threatening or offensive on moral, religious, racial or political grounds to any person including a company or a corporation;
- (iii) not compromise or infect any systems with computer viruses or otherwise;
- (iv) not infringe any intellectual property rights of TM, its related companies and subsidiaries or any third party;
- (v) not gain unauthorised access to any computer system connected to the Internet or any information regarded as private by any person including a company or corporation;
- (vi) not share the Service with any person including a company or corporation without the prior written approval of TM and shall use the Service only for the purpose for which it is subscribed;
- (vii) not resell or sublet the Service to any third parties without prior written consent from TM; and,
- (viii) not use the Service in any manner, which in the opinion of TM may adversely affect the use of the Service by other customers or efficiency or security as a whole.

14. Security and Other Features

14.1 Customer shall take all reasonable steps to ensure that others do not gain unauthorized access to his/her account and/or prevent a third party from obtaining access to the network. In this regard, Customer is responsible for:

- (i) ensuring that his/her User ID and /or password, at all times, remain confidential (where applicable);
- (ii) the set-up and security of his/her computer and any servers that they may run on their computer. (where applicable)

14.2 TM may request that the Customer change his/her User ID and/or password if deemed necessary (where applicable).

14.3 Customer must immediately advise TM if they become aware of any violation or suspected violation of these provisions.

14.4 Customer must not use the Service to obtain or attempt to obtain access to any computer, systems or network. In particular:

- (i) any user must have permission from the account holder who is a Customer prior to using and /or accessing the Service;
- (ii) Customer must not run port-scanning software on the Service;
- (iii) Customer must not attempt to gain unauthorized access to any computer system;
- (iv) Customer must not undertake any activity that has an adverse effect on the Service or TM's other customers.

15. Mobile Device

15.1 The Mobile Device is provided on a "while stocks last" basis. The device comes with a one (1) year limited warranty from the date of purchase at TM outlet. The Mobile Device warranty does not cover, (a) SIM holder, and modem holder (b) damage, loss or defects caused by any act, omission, misuse, negligence including usage of the Mobile Device contrary to instructions provided by TM or the manufacturer (e.g. as set out in the device's user guide) and/or (c) other acts beyond the reasonable control of TM.

15.2 Should there be any manufacturing defects with the Mobile Device (provided by TM) found and returned back to TM outlet where the Customer originally purchased within fourteen (14) days from the date of registration, TM shall

perform a straight replacement with a new device provided it is returned in a complete and undamaged condition. The warranty period start date for the new device shall inherit the original the Starter Pack purchase date.

15.3 The new device swapped will be proven to be in working condition at TM outlet before handed over to the Customer. As such, the straight replacement is applicable only once per Service device bundled.

15.4 For any defects found after fourteen (14) days from the date of registration, the Customer may visit the relevant manufacturer's service centers or TM outlets for warranty claims.

15.5 If the Customer chooses to connect using the Customer's own Mobile Device, TM shall not be able to provide the Customer with technical support for that particular device and TM reserves the right to refer the Customer to the device manufacturer for technical assistance (at Customer's own expense). The Customer shall ensure that the Customer's own Mobile Device provided with the Service is compatible with the PC/laptop's system. TM shall not be responsible should the said mobile Device fails to work on the Customer's PC/laptop's system as well as the laptop systems with embedded SIM Card slots. TM shall take no responsibility or liability for any hardware, software, equipment or for the Mobile Device provided by the relevant supplier/manufacturer or by any third party or for any warranty for the same. The Customer shall take up all such issues and grievances directly with the relevant supplier and such third parties.

16. Value Added Services (VAS)

16.1 TM may from time to time make available to the Customer VAS for incorporation into and that may be subscribed and used in conjunction with the Service subject to such applicable charges and terms and conditions of use as shall be advised by TM.

16.2 Any charges and call rates for On/Off-Net calls while using HyppMe and Skype applications, if any, will still be chargeable to the respective application service provider.

16.3 Any other add-on VAS is subject to availability and subject to its service's term and conditions.

17. Lawful Purpose

The Customer shall only use the Service for lawful purposes. Transmission of any material in violation of any international, federal, state or local laws or regulations is prohibited. These include, but shall not be limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. These also include links or any connection to such materials.

18. Suspension of Service and Reconnection

18.1 Without prejudice to any other rights or remedies or the right of TM to block Customer from having access to the Internet as expressly provided in Clauses 17.3 and 17.16 hereof and notwithstanding any waiver by TM of any previous breach by the Customer, TM may suspend the Service for a period determined by TM in its sole discretion for any reasonable reason subject nevertheless that TM shall take all reasonable effort to notify the Customer of any breach prior to suspension and/or, in the event that:

- (i) any Fees and/or payment due hereunder for the Service provided is not settled in full on due payment date;
- (ii) there is outstanding fee and/or payment due from Customer for any of TM's or its affiliates' other services and subscribed by Customer;
- (iii) the Customer fails to comply with the terms of this Agreement;
- (iv) any scheduled or unscheduled outages occur which cause interruption to the Service, including but not limited to maintenance of TM System.
- (v) suspected fraud accounts;
- (vi) Customer's request due to lost of SIM card.

18.2 Reconnection of the Service may be done by TM upon request of the Customer under any of the following event:

- (i) any valid Reload quota activated;
- (ii) any fraud case resolved,
- (iii) Customer request to reconnect at TMpoint or Call Center (CSM);

18.3 In the event of any suspension of the Service by TM in accordance with Clause 18.1(i) and Clause 18.1(ii) hereof, TM may if it deems appropriate at its sole discretion and upon such terms, as it deems proper reconnect the Service, in which event the Service and this Agreement shall continue in effect as if the Service had not been suspended. TM shall have the right to impose on the Customer a reconnection fee as may be reasonably imposed by TM from time to time.

18.4 For the avoidance of doubt, the abovementioned suspension exercise shall not prejudice the right of TM to continuously bill the Customer (if such right to continuous billing is permitted under the terms and conditions herein) for the Fees and/or recover all other charges, costs, and interests due and any other incidental charges incurred during the period of suspension. In the event of non-payment by the Customer and subsequent suspension of the Service by TM, the Customer will still be liable to pay the Fees for the Service during the period of suspension. Further where the Customer defaults in payment, TM may at its discretion charge the Customer a reconnection fee for the Service at the rate stated in the Subscription Form or any other rate as may be prescribed by TM from time to time.

19. Change of Customer's Details

The Customer undertakes to inform TM of any change of the Customer's information provided earlier to TM within fourteen (14) days of such changes. Failure by the Customer to notify TM of such changes shall be a waiver of the Customer's right including the right to be notified under this Agreement as the case may be.

20. Termination

20.1 Without prejudice to any other rights or remedies of the parties under this Agreement or at law, either party may terminate this Agreement, in the event:

- (i) the other breaches any term, condition, undertaking or warranty under this Agreement and such breach shall remain unremedied for a period of thirty (30) days after receipt of the written request to remedy the same;
- (ii) the other becomes bankrupt or enters into any composition or arrangement with or for the benefit of creditors or either party or allow any judgment against either party to remain unsatisfied for the period of twenty-one (21) days; or,
- (iii) any Force Majeure Event occurs, which continues for a period of more than sixty (60) days.

20.2 Without prejudice to any other rights or remedies of TM under this Agreement or at law, TM may terminate this Agreement by giving the Customer fourteen (14) days notice, in writing, if the Customer:

- (i) fails to comply with TM's policy(ies) and/or instruction(s) communicated to the Customer, in writing; or,
- (ii) is in breach of any provision under Communications and Multimedia Act, 1998 or any other rules, regulations, by-laws, acts, ordinances or any amendments to the above.

20.3 Notwithstanding the above, TM may terminate the Service under this Agreement immediately, subject nevertheless that TM shall take all reasonable effort to notify the Customer of any breach prior to termination and without penalty, if:

- (i) the Customer fails to make payment of any of the Fees, charges and/or any sum due to TM as and when it falls due;
- (ii) there is outstanding fee and/or payment due from Customer for any of TM's or its affiliates' other services and subscribed by Customer;
- (iii) the Customer fails to comply with the terms of this Agreement, and TM, in its sole discretion is of the reasonable opinion that such breach cannot be tolerated;
- (iv) the Customer provided false or incomplete information to TM; or
- (v) after 45 days of inactivity after the expiry of the last reload.

20.4 Such termination, as hereinbefore mentioned in Clauses 20.1 or 20.2 or 20.3, shall not prejudice the right of TM to recover all charges, costs, and interests due and any other incidental damages incurred thereto.

20.5 Subject to Clause 3.2, Clause 4.2 and Clause 8A.4 aforementioned, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

20.6 Upon termination of the Service or the Agreement, all monies owing by the Customer to TM shall immediately become due and payable and the Customer shall upon demand by TM settle all amounts within the time stipulated by

such demand.

20.7 Any Fees and/or charge paid by the Customer to TM pursuant to this Agreement shall not be refundable upon termination of the Service by the Customer or if the Service is terminated by TM in pursuant to the terms of this Clause 20.

21. Disclaimer/Limitation of Liability

21.1 The Service is provided on "best effort" basis. TM makes no warranty of any kind, either expressed or implied, and expressly disclaims all implied warranties, including, but not limited to warranties of accuracy of the Service. Customer acknowledges that TM does not and cannot in any practical way supervise, edit or control the content and form of any information or data accessed by the Customer through the Service. TM does not guarantee nor provide any warranties whatsoever that the Service including but not limited to the Content to be offered, if made available by TM, will not be offensive, obscene, upsetting, seditious or defamatory to the Customer. The Customer shall exercise discretion when using the Service at all times and TM shall not be held responsible and hereby disclaim any and all liabilities whatsoever with regard to any information or content accessed through the Service.

21.2 Save for loss or damage due to injury or death arising from the gross negligence or willful default of TM, TM shall not be liable to the Customer for any indirect, consequential and incidental loss, cost, claim, liability, expenses, demands or damages whatsoever, loss of profits, loss of savings, loss of data or loss of business arising out of the Customer's failure or inability to use the Service provided by TM or delay, loss or damage or Service failure due to computer viruses, worms, computer sabotage, denial of service attacks, DNS spoofing attacks or other hacking attacks of a similar nature.

21.3 TM shall not be liable in the event that the Mobile Device or any other Customer's own equipment and/or other devices are damaged due to Force Majeure Event or due to any misuse or the unauthorised access or usage of the Service by any third party; or the unavailability of any part of the Service as a result of any mobile phone, inter-network or data format incompatibility, or as a result of any issues pertaining to network coverage, the unavailability of the internet or any other medium related to or required to access or use the Services or as a consequence of any other reason whatsoever; or the nature, quality and/or effect of the Services and/or the related content.

21.4 TM shall not be liable to the Customer for any loss or any damages sustained by reason of any disclosure, inadvertent or otherwise in any information concerning the User Account particulars unless due to gross negligence or willful default of TM.

21.5 While every care is taken by TM in the provision of the Service, TM shall not be liable for any loss, distortion or mutilation of information or data or data format incompatibility howsoever caused whether as a result of any interruption, suspension, or termination of the Service or otherwise, or for the contents accuracy or quality of information available, received or transmitted through the Service unless due to gross negligence or willful default of TM.

21.6 The Customer shall be solely responsible, and TM shall not be liable in any reasonable manner, for ensuring that in using the Service, all applicable laws, rules and regulations for the use of any telecommunications systems, service or equipment shall be at all times complied with.

22. Indemnity

22.1 The Customer undertakes and agrees to indemnify, save and hold harmless TM at all times against all actions, claims, proceedings, costs, losses and damages whatsoever including but not limited to libel, slander or infringement of copyright or other intellectual property rights or death, bodily injury or property damage howsoever arising which TM may sustain, incur or pay, or as the case may be, which may be brought or established against TM by any person including a company or corporation whosoever arising out of or in connection with or by reason of the operation, provision or use of the Service under and pursuant to this Agreement and which are attributable to the act, omission or neglect of the Customer, his servants or agents.

23. Confidential Information

Save and except with the prior written consent of the other party or as otherwise expressly permitted under this Agreement, either party shall not at any time communicate to any person any confidential information disclosed to him for the purpose of the provision of the Service or discovered by him in the course of the provision and

performance of the Service.

24. Compliance with applicable laws

The Customer shall comply with and not to contravene any and all applicable laws and regulations of Malaysia relating to the Service or otherwise, including but not limited to Communications and Multimedia Act 1998 and its subsidiary legislation, other Acts of Parliament, local by-laws, rules and regulations issued by relevant government bodies and/or authorities.

25. Variation

TM shall reserves the right to update or revise the terms and conditions herein contained at any time if updating or revision is reasonably necessary or specifically, if updating or revision is necessary in the interest of and for ensuring a fair level of availability of the Service to a majority of TM's subscribers. TM may give notice of amendment to the Customer in such manner as TM deems necessary and appropriate.

26. Severability

If any provision herein contained should be invalid, illegal or unenforceable under any applicable law, such provision shall be fully severable and this Agreement shall be construed as if such illegal or invalid provision had never comprised a part of this Agreement and the legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.

27. Assignment

The Customer shall not assign any of his rights interest or obligations under this Agreement to any other person whatsoever except with prior written approval of TM. TM may assign its rights interest or obligations or novate this Agreement or any part thereof to any body corporate which is a parent company, subsidiary or related company of TM and consent for the abovementioned is hereby given by the Customer.

28. Binding on Successors

These terms and conditions shall be binding upon the successors, executors, administrators, personal representatives and permitted assign of the Customer and upon the successors, substitute and/or assigns of TM.

29. Indulgence and waiver

29.1 No delay or indulgence by TM in enforcing any term or condition of this Agreement or granting of time by TM to the Customer shall prejudice the rights or powers of TM under this Agreement or at law.

29.2 Failure by TM to exercise any part or all of its rights under the terms and conditions of this Agreement or any partial exercise shall not act as a waiver of such right nor shall any waiver by TM of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.

30. Notice

30.1 All notices, requests or other communications required or permitted to be given or made hereunder shall be in writing and delivered either by hand, or sent by prepaid registered post or legible telefax addressed to the party at his address set out in the Subscription Form for the Service or to such other address or facsimile number as any party may from time to time duly notify to the other party. Such notices, requests or other communications shall be deemed to have been given by facsimile immediately after transmission thereof or if sent by post, forty-eight (48) hours after posting.

31. Force Majeure

31.1 Neither party shall be liable for any breach of this Agreement arising from cause beyond its control including but not limited to Acts of God, insurrection of civil disorder war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, industrial disputes of any kind, electricity or power failure, cable cut, fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies for whom neither party is responsible or any other cause whether similar or dissimilar outside either party's control. The parties hereby agree that either party may terminate this Agreement, by giving fourteen (14) days notice to the other party, in the event that the Force Majeure event which has occurred prevents either party from performing and/or continuing its obligations for more than a period of sixty (60) days.

32. Governing Law/ Jurisdiction

32.1 This Agreement shall be governed and construed in accordance with the laws of Malaysia and the parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

33. Costs and Taxes

33.1 The Customer shall bear the stamp duty on this Agreement and/or the Subscription Form, as the case may be.

33.2 Any cost incurred in relation to preparation and legal vetting of this Agreement shall be borne by the Parties respectively.

33.3 The Customer shall bear all Government taxes, service tax, levies and other costs imposed by law in relation to the provision of the Service by TM. In particular, where Goods and Service Tax ("GST") is applicable to TM as the supplier under this Agreement, TM is entitled to charge the GST payable to the Government on the Service supplied to the Customer.

33.4 If TM is liable for GST as contemplated by Clause 33.3 then:

(i) TM shall:

- provide to the Customer information that may be reasonably required to establish its liability for GST; and
- provide such information and documents as may reasonably be required by the Customer to enable the Customer to claim an input tax credit under the law applicable to GST ; and
- (ii) where a taxable supply has been made and consideration charged but the applicable GST has not been charged, the increase in the consideration required by clause 33.3 shall be paid by the Customer.

33.5 If the fees, charges, damages or any other monies due hereunder by the Customer to TM shall be required to be recovered through any process of law, or if the said monies or any part thereof shall be placed in the hands of solicitors for collection, the Customer shall pay (in addition to the said monies) TM's solicitors fees and any other fees or expenses reasonably incurred in respect of such collection or as may be determined by the Court of law.

34. Customer's Warranties and Acknowledgement

34.1 The Customer hereby warrants that:

- (i) he has the legal capacity to enter into this Agreement and is not a minor; and
- (ii) if the Customer is a body corporate, it has the required corporate authority to enter, execute and be bound by the terms and conditions of this Agreement.

34.2 The Customer acknowledges that:

- (i) he has read and fully understood all the terms and conditions of this Agreement upon the signing of the Subscription Form in addition to the terms and conditions accompanying the Starter Kit if applicable and agrees to be bound by the same upon TM accepting the application;
- (ii) the details and documents provided to TM together with the Subscription Form are true, genuine and contain the latest information and allows TM to conduct independent verification of the same with any organization or body;

34.3 The Customer further acknowledges that TM reserves the right to reject Customer's application by providing Customer with the basis for any rejection or require the Customer to furnish further details or documents as TM deems fit.

35. Customer's Information and Privacy Policy

35.1 Customer understand that by submitting the Subscription Form and/or subscribing to the Service, Customer is providing information to TM including where applicable, personal information.

35.2 Customer hereby agrees and consent to TM's processing of Customer's information including personal information provided in the Subscription Form and/or further information and data that may be required by TM either from Customer or from any third parties especially from credit bureau, banks, credit reporting agencies and other businesses that provide like information or reference agencies from time to time.

35.3 Customer understands and agrees that the purposes of such processing would include:-

- assessing Customer's application and/or continued provisioning of the Service provided herein (whichever is applicable);
- customizing advertisements and content on the website(s) and the sites of TM and its group of companies (for further information on the TM's group of companies, please visit www.tm.com.my);
- responding to Customer's enquiries;
- research purposes including historical and statistical purposes;

- general operation and maintenance of the Service or goods provided herein including audit and its related website(s);
- matching any data held by TM or its group of companies relating to Customer from time to time;
- provide Customer with regular communications (other than direct marketing materials) from TM relating to the Service or goods provided herein; and
- investigation of complaints, suspected suspicious transactions and research for Service or goods improvement.

35.4 By submitting the Subscription Form and/or subscribing to the Service, Customer consent and authorises TM for the purpose of obtaining and verifying any information about Customer which TM may require in connection with Customer's application or subscription of, any of TM's services and/or review of the existing account with TM from any third party, especially credit bureau or reference agencies. Such consent and authorization herein will extend to any information obtained from any of the account(s) presently maintained for Customer, any new application for any form of services rendered or goods provided by TM, such historical financial or credit records, data or information whether or not provided personally or by any other sources relating to Customer which was collected, gathered, received, captured, compiled, secured and/or obtained by TM through or by whatever means or methods or forms. The information as required herein (unless stated otherwise) is obligatory on Customer and failure by Customer to provide any information as required may affect Customer's application or the continued provisioning of the services provided herein.

35.5 Customer agrees that in the course of processing Customer's application or during Customer's subscription of the Service, TM may disclose Customer's information including personal information to the following parties for the purposes stated above:-

- TM's service providers or agents who are involved in providing the Service or goods provided herein;
- third parties (including those overseas) who provide data processing services;
- any credit reference agencies or, in the event of default, any debt collection agencies;
- any person, who is under a duty of confidentiality to which has undertaken to keep such data confidential, which TM has engaged to fulfil its obligations to Customer; and
- any actual or proposed assignee, transferee, participant or sub-participant of TM's rights or business.

35.6 TM may also disclose Customer's information including personal information if required to do so by law or in good faith, if such action is necessary to (i) comply with any law enforcement agency requirement, court orders or legal process or; (ii) protect and defend the rights or property of TM and its group of companies and their users.

35.7 If Customer would like to make any inquiries or complaints or request access or correction of Customer's information including personal information, Customer may also contact TM Contact Centre or Customer can visit the nearest TMpoint outlet. Any request of access or correction of personal data may subject to a fee and also to any privacy or data protection laws.

35.8 Where Customer elect to limit TM's right to process personal information, Customer may contact Customer Support at <http://www.tm.com.my/ap/contact/Pages/contactus.aspx> or 100 or TM's Privacy Officer in writing. For avoidance of doubt, the limitation does not include processing of mandatory personal data.

35.9 TM may review and update its privacy policy from time to time to reflect changes in the law, changes in TM's business practices, procedures and structure, and the community's changing privacy expectations. While it is not generally feasible to notify Customer of changes to TM's privacy policy, the latest version of the privacy policy may be available on TM's website or Customer can contact TM's Privacy Officer to obtain the latest version of its privacy policy at any time.

Appendix 1

A. Data Access

1. Data access made available via the Service:

Internet Browsing;
File Download;
Video Streaming;

2. Quota allocations will be used and deducted from Customer's account.
3. Customer will be able to enjoy the Service subject to the availability of the quota and the validity of the Service allocated to their account.
4. Quota allocated will cover only the bearer services but not any other fees imposed by the 3rd party content provider.
5. Download from 3rd party websites and applications may be the subject of infringement copy rights and TM will not be responsible for any legal implications in consequence of any unauthorized downloading or the unauthorized use of any application.
6. Any loss of data due to interrupted download after sudden depletion or expiry of quota or upon signal volatility will be considered as charged usage of data.

B. Applications

1. Applications made available via the Service:

- Unless provided for free, Customer acknowledges that applications that may be made available with the Service may be chargeable.

2. Customer may enjoy unlimited access to any applications that may be made available with the Service subject to availability for quota and the validity of the account.
3. The access to any of the applications that may be made available with the Service is zerorize, in which quota will not be deducted upon accessing the Service.
4. The Service will only cover the bearer services, which is the IP calls made between two computers/tablets or vice versa but not other fees imposed from any purchase of Skype Credits to call Mobile or Fixed line services.
5. All domestic volume quota usage related to applications made available with the Service either on free usage basis or on chargeable basis will not be accounted and deducted from the total volume quota.
6. Customer understand and agrees that any activity involving updates from the relevant Mobile Device to any applications servers such as specific applications update and synchronization, window update or software update ("background activities") would result to the deduction of Customer's volume quota even without the Customer's use of the prevailing applications made available under the Service.

C. What is not made available

1. The following are not made available with the Service:

Emergency services;
International Roaming (Prepaid TMgo);
Mobile Number Portability (MNP);
Speed Checker (subject however that Customer may download the open source applications provided by 3rd party and downloading is subject to quota availability and validity. TM excludes any liability of any results from the Speed Checker).

D. Service Availability, speed limitations and nomadic coverage:

1. The maximum session time allowed for Customer to use the Service via access to the internet and/or the TM's System is 12 hours for each and every continuous session. Upon reaching the 12 hours maximum session time allowed, TM shall be entitled to terminate the session to ensure a fair share of system's resources among customers of TM using TM's System or, to ensure that Customer does not 'hog' or exhaust or otherwise take unfair advantage of the Service to the detriment of other users of the Service.
2. Service speed is provided on best effort basis. Due to the nature of any wireless technology, the Service availability and speed are highly dependent on the following criteria:

Distance from Customer's Mobile Device to the nearest base station;
Type of device used (Dongle, MiFi, Smartphone, Tablet etc);
Contention ratio – number of people connected to the same base station at any point of time
3. The typical average speeds for the 75Mbps 4G LTE USB modem are between 10 to 30Mbps; 42Mbps USB modem are between 2 to 10Mbps; 21Mbps MiFi and modems are between 1 to 5Mbps; and 7.2Mbps USB modem are between 500kbps to 2Mbps
4. 'Nomadic' services are defined as those with somewhat limited mobility, where Customer can expect to get Service when in coverage at home, and outside at relevant commercial and recreational hubs (shops, offices, transport centres etc).
5. Nomadic network is designed to provide service in localized coverage clusters but does not seek to fill coverage 'black holes', thus cell handover should not be expected and will often not be achieved.
6. The Service will be made available nomadically.
7. Data will be charged base on volume used for data uploaded and downloaded.

E. Support

Customer's support for the Service is being made available under any of the following channel:

Contact Center	Please call 100 from any TM fixed line or 1 300 888 123 from mobile
Product Websites	www.tm.com.my/TMgo
Self-care portal	www.tm.com.my/TMgo/myTMgo
Contact Center	Please call 100 from any TM fixed line or 1 300 888 123 from mobile
Websites	www.tm.com.my/TMgo
Self-care portal	www.tm.com.my/TMgo/myTMgo
Fair Usage Policy Link	www.tm.com.my/tmgo/fup

F. Fair Usage Policy

1. The Service is also subject to the Fair Usage Policy available for viewing at www.tm.com.my/tmgo/fup.
2. The Service is optimised for internet browsing and it is not intended for peer-to-peer or file sharing applications. TM reserves its absolute right and discretion to apply the Fair Usage Policy if the Customer is suspected to have had abused the internet usage in whatsoever way which shall include but not limited to

TM's right to suspend, block or throttle the speed of the Customer's internet usage until such time determined by TM.

3. TM reserves the right to change the Fair Usage Policy at any time.
4. The Customer acknowledges that internet usage will be blocked upon reaching the internet quota subscribed/reloaded.
5. TM does not warrant or guarantee the delivery of the SMS notification to the Customer in relation to the Service.
6. The Customer shall not abuse, misuse, exhaust or otherwise take unfair advantage of the Service to the detriment of other users and/or TM.
7. If the Customer breaches any of the above conditions or if TM in its absolute discretion considers that the use by the Customer will unfairly deprive other TM's customers of such Service or otherwise adversely affects TM's interests, TM may, with or without notice to such Customer suspend or disconnect the Service in respect of such Customer and/or restrict the use of the Service by such Customer.