

# APPLICATION FORM



TM Net Sdn. Bhd. (451011-M)

## 1.0 TYPE OF APPLICATION

|                     |  |  |   |
|---------------------|--|--|---|
| Type of Application | <input type="checkbox"/> New   | <input type="checkbox"/> Upgrade   | <input type="checkbox"/> Downgrade  |
| Packages            | <b>tmnet streamyx Basic</b>  | <b>tmnet streamyx in-a-box</b>   | <b>tmnet streamyx SOHO</b>  |
| (Select one)        | ADSL 1M / 384K<br><input type="checkbox"/> RM 88 (without modem)<br><input type="checkbox"/> RM 99 (with modem)  | ADSL 1M / 384K (SOHO)<br><input type="checkbox"/> RM 148<br>ADSL 1M/384K<br><input type="checkbox"/> RM 99   | ADSL 1M/384K<br><input type="checkbox"/> RM 148<br><b>tmnet streamyx Enterprise</b><br><input type="checkbox"/> ADSL 1.0M/384K<br><input type="checkbox"/> ADSL 2.0M/384K<br><input type="checkbox"/> SDSL 1.5M |
|                     | ADSL 512K / 256K<br><input type="checkbox"/> RM 44 (without modem)<br><input type="checkbox"/> RM 66 (without modem)<br><input type="checkbox"/> RM 77 (with modem)<br><input type="checkbox"/> RM 99 (wireless) | ADSL 512K / 256K<br><input type="checkbox"/> RM 77<br><b>Type of Collection</b><br><input type="checkbox"/> Self-collect<br><input type="checkbox"/> Courier (Please fill in item 6.o) | <b>tmnet streamyx Corporate</b><br><input type="checkbox"/> ADSL 1.0M/384K<br><input type="checkbox"/> ADSL 2M/384K<br><input type="checkbox"/> SDSL 1.5M   |

For upgrade or downgrade, please state existing Login ID

- Notes :
- Speed of service is best effort basis.
  - Service is subject to availability and technical testing.
  - The 1<sup>st</sup> bill received will include an installation fee of RM88, a one time activation fee of RM75, a one-month subscription fee (from the date of service activation) and an advance charge of the 2<sup>nd</sup> month subscription fee.
  - Customer must pay the tmnet streamyx bill before the due date to avoid the suspension of service. During this period, TM Net will continue to charge the customer for the monthly subscription fee.
  - Minimum subscription period is 12 months. If a customer terminates service before the end of subscription period, the customer is then required to settle the subscription fees for the remaining months and return the modem.
  - Termination of service due to relocation of premise will be considered as pre-mature termination and will be charged as per item 5.
  - Customer is NOT ALLOWED to change the package or the telephone number (to connect to tmnet streamyx) before installation of the service.
  - Delivery of tmnet streamyx in-a-box via courier will be charged at RM14 within Peninsular Malaysia and RM25 within Sabah and Sarawak.
  - tmnet streamyx Basic package is applicable to personal applicant only.
  - 7 days auto account activation is applicable to tmnet streamyx without modem and tmnet streamyx in-a-box package.

## 2.0 a PERSONAL DETAILS

Name of Applicant (As per NRIC / Passport)

Installation Address

City  Postcode  State

Tel. No. (Where tmnet streamyx is to be connected)  Home No.

Office Tel. No.  Fax Tel. No.

Mobile No.  Email

NRIC  Passport No.   
(Malaysian Citizens - Please enclose a copy of NRIC) (Non-Malaysian Citizen - Please enclose a copy of Passport)

Date of Birth  Gender :  Male  Female

Preferred access Login ID 1:  2:  3:   
(Minimum 3 characters, maximum 8 characters)

Preferred email Login ID 1:  2:  3:   
(Minimum 3 characters, maximum 8 characters (xxx@streamyx.com))

## 2.0 b BUSINESS DETAILS

Company Name

Company Registration No.   
(Please enclose a copy of Company Registration Certificate)

Applicant Name (Authorised Officer)

Designation

NRIC  Passport No.   
(Malaysian Citizen - Please enclose a copy of NRIC) (Non-Malaysian Citizen - Please enclose a copy of Passport)

Office Tel. No.  Mobile No.

Email

Installation Address

City  Postcode  State

Tel. No. (Where tmnet streamyx is to be connected)

Technical Contact :

Name

Tel. No.  E-mail

Preferred Access Login ID 1:  2:  3:   
(Minimum 3 characters, maximum 8 characters)

Preferred Email Login ID 1:  2:  3:   
(Minimum 3 characters, maximum 8 characters (xxx@streamyx.com)) 4:  5:  6:

### 3.0 INVOICING AND BILLING INFORMATION

Billing Name

Billing Address

City  Postcode

State  Country

Contact Person's Email Address

Are you interested to sign - up for TM Net's Autopay service?  Yes  No

### 4.0 ACKNOWLEDGEMENT

I/We have read, understand and agree to accept and be bound by the Terms and Conditions which accompany the usage of tmnet streamyx access service. These Terms and Conditions may be subjected to change by TM Net Sdn. Bhd., and I/We will be notified in a manner as TM Net Sdn. Bhd. deems appropriate. I/We confirm that the information given herein by me/us is true and correct.

Signature of Applicant Official Stamp Date

Upon receipt of this application, TM Net Sdn. Bhd. reserves the right to verify any information provided by you and reserves the right to decline any application without giving any reason thereof and is not obligated to respond any request for any unsuccessful application. Kindly attach a copy of NRIC/Passport.

### IF APPLICANT IS NOT THE OWNER OF TELEPHONE LINE, PLEASE FILL UP ITEM 5.0a AND 5.0b

#### 5.0a THIRD PARTY AUTHORISATION FOR USAGE OF FIXED TELEPHONE LINE BY APPLICANT (to be filled by telephone owner)

I, \_\_\_\_\_ (telephone owner's name) NRIC No. \_\_\_\_\_  
authorise \_\_\_\_\_ (tmnet streamyx applicant name) NRIC No. \_\_\_\_\_,  
to apply for tmnet streamyx via my fixed telephone number \_\_\_\_\_. I hereby warrant that the above  
authorisation is the only authorisation given for the purpose of subscribing for a tmnet streamyx and I shall NOT authorise the usage of the above  
telephone number for subsequent application of tmnet streamyx service to other parties.

Signature of Telephone Owner Date

*Note: Copy of telephone owner's NRIC and telephone bill (telephone line user to install tmnet streamyx) are required*

#### 5.0b APPLICANT ACKNOWLEDGEMENT (to be filled by applicant)

I, \_\_\_\_\_ (tmnet streamyx applicant name), NRIC No. \_\_\_\_\_  
hereby accept any and all responsibilities resulting from the written authorisation by \_\_\_\_\_  
(telephone line owner), NRIC No. \_\_\_\_\_ and agree to be liable for any demand/claim and any cost arising  
from legal action pertaining to my usage of the telephone line and the tmnet streamyx service. I further agree that TM Net Sdn. Bhd. shall not be  
responsible in any way whatsoever for any disruption to tmnet streamyx service in the event that the owner terminates the telephone line or upon  
suspension of the telephone line for any reason whatsoever.

Signature of Applicant Date

**6.0 ACKNOWLEDGEMENT FOR TMNET STREAMYX IN-A-BOX DELIVERY VIA COURIER**

Please state your delivery address: \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ Postcode \_\_\_\_\_ State \_\_\_\_\_

**Additional Terms and Conditions:**

1. The tmnet streamyx in-a-box (modem set) shall form part of the main Terms and Conditions for tmnet streamyx.
2. TM Net owns the modem set provided. If a Customer terminates the tmnet streamyx service before the end of the minimum subscription period, then they are required to settle the subscription fees for the remaining months and return the modem to TM Net's authorised outlets or resellers.
3. The Customer shall be responsible to self-install the modem set upon receiving the modem via courier.
4. Upon successful installation, the Customer shall call TM Net Customer Interaction Centre at 1 300 88 9515 after three (3) days from the application registration date for the activation of tmnet streamyx service/account. In the event that the Customer fails to call the Customer Interaction Centre after seven (7) days from the application registration date, the Customer's account shall be activated and billed accordingly.
5. If a Customer is unable to complete the installation and require assistance from TM Net's installer, please call 1 300 88 9515. A one-time fee of RM88 is chargeable and will be included in Customer's bill.
6. If tmnet streamyx service could not be installed due to line quality, Customer is required to return the modem set to TM Net's authorised outlets or resellers. Otherwise, TM Net shall charge RM150 into Customer's bill for the modem set.
7. If the modem set is not working, Customer has to return the modem set to TM Net's authorised outlets or resellers within twenty-one (21) days from the application registration date. Customer has to present the tmnet streamyx in-a-box Modem Acceptance Form for the replacement of a new modem set.
8. If a Customer is not available during delivery of the modem set, acceptance by a third party will be considered as successful delivery of the item to the Customer.

I, \_\_\_\_\_ (tmnet streamyx applicant name) NRIC No. \_\_\_\_\_  
hereby confirm that I have read, understand and agree to the above Terms and Conditions. In the event that I am not available during the delivery of the tmnet streamyx in-a-box (modem set) at the address as stated above, I agree to authorise a third party to receive the modem set on my behalf by signing the tmnet streamyx in-a-box Modem Acceptance Form.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of TM Net Personnel On Duty

\_\_\_\_\_  
Date

\_\_\_\_\_  
Designation/Staff No.

\_\_\_\_\_  
Date

**7.0 FOR TM Net USE ONLY**

Type of Service  Permanent  Temporary (Reason \_\_\_\_\_)

**Account Executive**

Name \_\_\_\_\_

Mobile No. \_\_\_\_\_

**Approval for Temporary Account**

Name \_\_\_\_\_

Designation \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**8.0 FOR AGENT USE ONLY**

Reseller's ID \_\_\_\_\_

Agent's ID \_\_\_\_\_

\_\_\_\_\_  
Reseller's Name

\_\_\_\_\_  
Official Stamp

\_\_\_\_\_  
Date

# TERMS & CONDITIONS FOR tmnet streamyx

## TERMS AND CONDITIONS FOR TMNET STREAMYX

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SIGN UP FOR THE TMNET STREAMYX SERVICE. BY INDICATING YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HERE OF, YOU ARE DEEMED TO ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL THE FOLLOWING TERMS AND CONDITIONS FOR THE USE OF TMNET STREAMYX SERVICE PROVIDED BY TMNET SDN. BHD. (TM Net). TMNET RESERVES THE RIGHT TO UPDATE OR REVISE THE TERMS AND CONDITIONS FROM TIME TO TIME. TMNET MAY GIVE NOTICE OF AMENDMENT TO THE CUSTOMER IN SUCH A MANNER AS TMNET DEEMS APPROPRIATE. CONTINUATION IN THE ACCESS OR USE OF THE TMNET STREAMYX SERVICE SIGNIFIES ACCEPTANCE OF THE CHANGES TO THE TERMS AND CONDITIONS WITH REGARD TO THE TMNET STREAMYX SERVICE.

### 1. The Service

TM Net is a company which is involved, amongst others in the provision of Internet and multimedia products and services and is desirous at the request of the Customer to provide to the Customer, tmnet streamyx Service on TM Net's network, which will allow the Customer the access to Internet on the terms and conditions set forth herein, as may be amended from time to time by TM Net (hereinafter referred to as "the Service").

### 2. Definitions

**"Agreement"** means the completed Application Form (and its attachment(s)) and the terms and conditions herein.

**"Application Form"** means the application form to which these terms and conditions are attached requesting particulars from an applicant offering to become a Customer (hereinafter defined) and furnishing the required and genuine information. Such application form and these terms and conditions shall form the Agreement.

**"Customer"** under this Agreement shall mean a natural person other than a minor and shall include corporate body, partnership, associations, company, government and/or non-government organisation whose application to enter into this Agreement is accepted by TM Net and shall include his successors and permitted assigns and is synonymous with the term "subscriber" or "applicant" wherever used in other correspondence or documents.

**"Commencement Notice"** means the notice issued by TM Net to the Customer specifying the date of commencement of the Service. The Commencement Notice shall also contain the Customer's Internet Protocol (IP) address or login name and password, as the case may be.

**"Leased Equipment"** means the equipment leased from TM Net for the provision of the Service to the Customer.

**"Minimum Subscription Period"** means the minimum period of twelve (12) months for subscription of the Service by the Customer as specified in Clause 4 herein.

**"TM Net"** means TM Net Sdn. Bhd., a company incorporated under the laws of Malaysia with its business address at TM IT Complex, 3300 Lingkaran Usahawan Satu Timur, 63000 Cyberjaya, Selangor.

**"tmnet streamyx Service" (or the "Service")** means a high speed access service which provides connection to the internet with speed ranging from 384kbps up to 2Mbs.

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

Word and expressions denoting the singular include plural numbers and word and expressions denoting the plural shall include the singular number unless the context otherwise require.

Word 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 commence on the date of approval of the Application Form by TM Net.

3.2 The period of the subscription of the Services shall commence upon the successful completion of the Service installation and the commencement of the Service, and a certificate of its completion and the Commencement Notice is endorsed by the authorised officer of TM Net and acknowledged by the Customer shall become a conclusive proof of the commencement date of the Service.

3.3 This Agreement shall be valid during the Minimum Subscription Period and automatically continue to be enforceable after the Minimum Subscription Period ("Extended Period" as defined herein) unless and until the said Services are terminated by TM Net by giving the Customer thirty (30) days notice in writing as provided under this Agreement.

### 4. Minimum Subscription

Notwithstanding any provisions to the contrary in this Agreement, the Customer shall subscribe to the Service provided by TM Net for a period of not less than the Minimum Subscription Period (as defined herein) commencing on the date specified in the certificate of completion referred to in Clause 3.1 above. Notwithstanding the above, the Minimum Subscription Period for the Service subscribed during promotions may vary as determined by TM Net from time to time. Please refer to TM Net's communication materials for changes in the Minimum Subscription Period, if any.

### 5. Application for the Service

5.1 In order to subscribe and establish connection to the Service, the Customer may use the Leased Equipment leased by TM Net to be connected to the Customer's telephone line or purchase the equipment at their own cost.

5.2 The Customer is required to submit accurate, current and complete information of the Customer for the purpose of subscribing to the Service and the Customer hereby undertakes to update such information in the event of any change thereto.

5.3 Supporting documents accompanying the Customer's application for subscription of the Service shall be required to be submitted to TM Net together with the Application Form. The required supporting documents are as follows:

For Malaysian:

- Individual - a copy of the individual's identity card (both sides);
- Sole proprietor or partnership - a copy of either the Customer's business license, Forms D, B or A;
- Company - a copy of Form 9, Form 49, Form 24 or Form 13.

For foreign:

- Individual - a copy of the Customer's passport;
- Company - a copy of either the Customer's Form 79, 80, 80A or 83;
- Individual - a copy of the Customer's passport;

All supporting documents must be duly certified by the Authorised Representative of the Customer.

### 6. Service Availability

6.1 Upon submitting of all the aforementioned documents, TM Net shall register the Customer's application, verify and confirm the Service availability in the designated address as required by the Customer.

6.2 In the event that the Service is not available in the designated address, TM Net may inform the Customer and the Customer's application will be kept in TM Net's record as a waiting pending availability of the Service in such designated address.

6.3 In the event that the Service is available at the designated address, TM Net shall forthwith fix an appointment date with the Customer for installation of the Service subject to the Customer readiness with all the basic equipments required such as:-

- Telephone line through TM fixed line only;
- AC power supply for tmnet streamyx modem;
- Hubs, Routers, Servers (for Networking purposes);
- Internal wiring;
- Personal computer (with CD Drive and LAN connection card (NIC) and must conform with the specifications described by TM Net upon registration;
- DSL Modem (if modem is not leased from TM Net as part of the package subscribed); and
- Any other requirement as TM Net may notify from time to time.

6.4 For avoidance of doubt and subject always to Clause 8.5 hereinafter mentioned, TM Net shall not be responsible for any problem arises between TM as the telephone line providers and the Customer that may affect the availability of the Service.

### 7. Installation Process

7.1 Upon verification and confirmation of aforementioned, the Parties shall fix an appointment date to allow TM Net and/or its registered contractor to perform the installation at the Customer's designated installation address stated in the Application Form.

7.2 The registered contractor shall then reconfirm the appointment date to ensure readiness of the Customer in relation to his/her responsibilities referred to in Clause 12 herein. In the event that the Customer is not ready with the said requirement, TM Net may allow the Customer to defer the installation date for a period of seven (7) days after which the Customer's account shall be activated and billed accordingly. Notwithstanding the aforementioned, in the event that the Customer is not ready with the requirement, the Customer may request TM Net to cancel the registration at the Customer's own cost and reapply for the Service subject to availability of the Service at the point in time.

7.3 Upon TM Net's satisfaction that the Customer is ready with all the basic requirement referred to in clause 6.3 above, TM Net and/or its contractor shall confirm the appointment date and install the Service at the designated address of the Customer within 24 hours from the confirmation thereof.

### 8. Fees

8.1 The fees for the Service shall be at the applicable rate indicated in the Application Form or such rates as may be prescribed by TM Net from time to time.

8.2 Payment of the fees shall accrue from the commencement date. The commencement date shall be the date of Commencement Notice from TM Net to the Customer stating the date the Service commences. The Customer shall be liable for and shall promptly pay on demand all charges, fees, rentals, costs or other amounts whatsoever as shown in TM Net's bill notwithstanding that the Customer disputes the same for any reason(s) whatsoever.

8.3 In the event that Customer terminates his account at any time within the Minimum Subscription Period, the Customer shall be liable to pay to TM Net the full fees for the Service for the Minimum Subscription Period.

8.4 In the event TM Net's staff and/or authorised agents be called upon to attend to a fault at the Customer's premises, TM Net reserves the right to impose charges for the visit if the fault is not attributable to any of the Leased Equipment or network.

8.5 In the event that the telephone line use as a medium to connect to the Service is disconnected for any reason whatsoever, the Customer shall continuously be responsible to pay the monthly subscription fee for the Service.

### 9. Payment

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

9.2 The billing date will commence from the date the Service is rendered to the Customer.

9.3 The Customer hereby acknowledges that non-receipt of statement of account, bill, statement or any correspondence in relation to the Service subscribed shall not be a valid reason for the Customer to hold back or delay any outstanding payment for the Service.

### 10. Alteration/Modification

Any alteration to the Service configuration, and/or relocation of the Service based on Customer's request is chargeable to the Customer at a rate to be specified by TM Net from time to time.

### 11. Change of Service Package Plan

Any request by the Customer for upgrades of his package plan shall be subject to TM Net's approval. For any allowable upgrades or downgrades in the Service Package Plan, installation and activation fees will be charged to the Customer at a rate specified by TM Net from time to time.

### 12. Customer's Responsibilities

12.1 The Customer shall:

- not resell or sublet the Service to any third parties without prior written consent from TM Net;
- be responsible for the set-up or configuration of his own equipment for access to the Service;
- ensure his readiness for installation of the Service on the appointment date referred to in Clause 7 herein;
- comply with all notices or instructions given by TM Net from time to time in respect of the use of the Service;
- be Solely responsible for obtaining, at his own cost, all licenses, permits, consents, approvals, and intellectual property or other rights as may be required or using the Service;
- comply with the rules of any network to which the Customer has access through the Service;
- conform to Internet etiquette that is required by the electronic forums including the TM Net's Conditions of Use (a copy of which is attached);
- be solely responsible for all information retrieved, stored and transmitted by the Customer through the use of the Service;
- obtain TM Net's prior approval before making any changes to the network configuration and interconnecting the private network to any public network;
- be responsible for ensuring that the Customer's personal computer is equipped with network card;
- provide basic infrastructure for installation of the Leased Equipment including but not limited to internal wiring. In the event that the Customer is not leasing the Leased Equipment from TM Net, the Customer shall purchase the equipment at its own cost to enable connectivity of the Service;
- pay and settle all fees and any other charges due to TM Net in accordance with this Agreement;
- provide accurate and complete information in the Application Form and when requested by TM Net;
- abide and adhere to the terms and condition of this Agreement;
- not use the Service in any manner, which in the opinion of TM Net may adversely affect the use of the Service by other Customers or efficiency or security as a whole;
- be responsible to maintain in good condition any equipment leased by TM Net. In the event TM Net's Leased Equipment is faulty due to Customer's negligence, Customer will have to bear the cost of the Leased Equipment according to its depreciated value that shall be determined by TM Net.

### 13. Prohibited Use

13.1 The Customer shall:-

- comply with and not to contravene with all applicable laws of Malaysia relating to the Service;
- not to use the Service for any unlawful purpose including and without limitation criminal purposes;
- not to use the Service to send or receive any message which is offensive on moral, religious, racial or political grounds or of any anxiety to any person including a company or a corporation;
- not to compromise any computer virus to all systems;
- not to infringe any intellectual property rights;
- not to gain unauthorised access to any computer system connected to the Internet or any information regarded as private by other person including a company or corporation;
- not to share the Service with any person including a company or corporation without the prior written approval of TM Net and shall use the Service only for the purpose for which it is subscribed; and shall not be allowed to resell or sublet the Service without prior written consent of TM Net;

(viii) not to share the Service with any person including a company or corporation without the prior written approval of TM Net and shall use the Service only for the purposes or which it is subscribed.

#### 14. Security and Other Features

- 14.1 The Customer shall take all such measures as may be necessary to protect his own system and network.
- 14.2 The Customer shall be responsible for maintaining the confidentiality of his passwords, if any, (including without limitation changing his passwords from time to time) and shall not reveal the same to any other person. Where user identification is necessary to access the Service, the Customer shall use only his user identification.
- 14.3 The Customer shall inform TM Net within twenty four (24) hours if the User Account, user identification or password is stolen or lost. Until such report has been made, the Customer shall be responsible for all transactions and access using the User Account, user identification or password by any third party and TM Net shall not be held responsible for any prohibited and/or unauthorized use of the Service as provided in this Agreement.

#### 15. Leased Equipment

- 15.1 In connection with any Leased Equipment that may be provided by TM Net for use of the Service:
- (i) The Customer shall take appropriate measure to safeguard the Leased Equipment;
  - (ii) The Customer shall properly maintain and keep the Leased Equipment at a safe place;
  - (iii) The Customer shall adhere to all instructions and notice (written or otherwise) given by TM Net from time to time regarding the use of such Leased Equipment;
  - (iv) The Customer shall be responsible for all costs of repairs incurred in relation to the equipment in the event TM Net determines that any fault in such equipment is caused by the Customer;
  - (v) The Customer shall return and surrender the Leased Equipment to TM Net in the same condition as and when it is provided to the Customer, normal wear and tear excepted, upon termination of the Service.

#### 16. Customer's Equipment Installation

- 16.1 The Customer shall prepare all applicable Customer's equipment in accordance with any specifications TM Net may provide to the Customer in relation to the Service. The Customer shall further ensure that the said Customer's equipment are in good condition and has proper set-up for purposes of installation of additional configuration and installation of software to the said Customer's equipment by TM Net.
- 16.2 The installation of the configuration and software for the Customer's equipment can be conducted by the Customer themselves as per TM Net's guidelines. The Customer acknowledges that such installation shall be at the Customer's own risk.
- 16.3 TM Net shall not be liable in any way whatsoever for any loss or damage to any property or injury to any person howsoever caused, whether negligent or otherwise arising out of any installation and/or configuration where such task is conducted by the Customer and/or TM Net.

#### 17. Lawful Purpose

- 17.1 The Customer shall only use the Service for lawful purposes. Transmission of any material in violation of any international, Federal, State or Local laws and regulation 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. Customer also warrants that Customer has the right to use any applicable trademarks which are featured in Customer's web site.

#### 18. Suspension of Service

- 18.1 Without prejudice to any other rights or remedies and notwithstanding any waiver by TM Net of any previous breach by Customer, TM Net may suspend the Service for a period at TM Net's discretion in the event that:
- (i) any fee and/or payment due hereunder for the Service provided is not settled in full on due date;
  - (ii) in the event the Customer fails to comply with the terms of this Agreement;
  - (iii) for maintenance of TM Net's equipment and telecommunication systems;
  - (iv) scheduled or unscheduled outages which causes interruption to the Service.
- 18.2 For suspension of the Service due to Clause 18.1(i) and Clause 18.1(ii), TM Net may if it deems appropriate at its sole discretion and upon such terms, as it deems proper reconnect the Service, in which event this Agreement shall continue as if the same has not been suspended. TM Net shall have the right to impose on the Customer a reconnection fee at a rate as specified by TM Net from time to time.
- 18.3 For the avoidance of doubt, the abovementioned suspension exercise shall not prejudice the right of TM Net to continuously bill the Customer for the subscription fees and/or recover all other charges, costs, and interests due and another incidental damages incurred there to.

#### 19. Change of Customer's Details

- 19.1 The Customer undertakes to inform TM Net of any change of the Customer's information provided earlier to TM Net within three (3) days of such changes. Failure on the Customer to notify such changes shall constitute a breach of terms and conditions of this Agreement and TM Net reserves the right to suspend, disconnect the Service or terminate this Agreement.

#### 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, if the other: (i) 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;
- 20.2 Without prejudice to any other rights or remedies of TM Net under this Agreement or at law, TM Net may terminate this Agreement by giving the Customer fourteen (14) days notice, in writing, if the Customer:
- (i) fails to comply with TM Net's policy(ies) and/or instruction(s) communicated to the Customer, in writing;
  - (ii) is in breach of any provision under Communication 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 Net may terminate the Service under this Agreement immediately, without penalty, if:
- (i) the Customer fails to make payment of Fees, Charges and/or any sum due to TM Net within the stipulated time;
  - (ii) the Customer fails to comply with the terms of this Agreement, and TM Net, in its sole discretion is of the opinion that such breach shall not be tolerated and shall not fall under provision of Clause 20.1 (i) above;
  - (iii) the Customer provided false or incomplete information to TM Net; and/or
  - (iv) due to an event of Force Majeure which continues for a period of more than sixty (60) days.
- 20.4 Such termination, as hereinbefore mentioned in Clauses 20.2 and 20.3, shall not prejudice the right of TM Net to recover all charges, costs, and interests due and any other incidental damages incurred thereto.
- 20.5 Subject to Clause 4 and clause 8.3 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 Net shall immediately become due and payable and the Customer shall upon demand by TM Net settle all amounts within the time stipulated by such demand. The Customer shall forthwith return the Leased Equipment (if any) to TM Net in a good condition (fair wear and tear excepted).
- 20.7 Any Fee and/or Charge paid shall not be refundable upon termination of the Service by the Customer.
- 20.8 TM Net shall not be liable to the Customer for any claim for damages or costs of any nature whatsoever arising out of discontinuance of the Service or termination or expiration of this Agreement in accordance with its term including but not limited to any claim for loss of profits or prospective profits or for anticipated loss.

#### 21. Disclaimer

- 21.1 The Service is provided on an "as is" basis. TM Net makes no warranty of any kind, either expressed or implied, disclaims all implied warranties, including, but not limited to warranties of merchantability or fitness including, but not limited to, warranties of accuracy and expressly for a particular purpose.
- 21.2 TM Net gives no warranty in respect of any Leased Equipment that is provided to the Customer and shall not be liable to the Customer for any costs, claims, liabilities, expenses, demands or damages whatsoever (including any loss of profits, loss of savings or incidental or consequential damages), arising out of the Customer's or inability to use such Leased Equipment, even if TM Net or any of its authorized representative has been advised of the possibility of such damages, or for any claim by any other person including a company or corporation whomsoever.
- 21.3 While every care is taken by TM Net in the provision of the Service, TM Net shall not be liable for any loss of information howsoever caused whether as 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.
- 21.4 The Customer shall be solely responsible, and TM Net shall not be liable in any manner whatsoever, 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 Net 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 Net may sustain, incur or pay, or as the case may be, which may be brought or established against TM Net by any person including a company or corporation whomsoever arising out of or in connection with or by reason of the operation, provision or use of the Service and/or equipment under, by reason of or pursuant to this Agreement and which are attributable to the act, omission or neglect of the Customer, his servants or agents.
- 22.2 TM Net shall not be liable for any loss or any damages sustained by reason of any disclosure, inadvertent or otherwise in any information concerning the Customer's account particulars. Neither shall TM Net for error, omission, loss or inaccuracy whether or not due to TM Net's neglect.
- 22.3 TM Net shall use its best endeavour to ensure the continuity and efficiency of the Service at all times but shall not be liable for any loss, damage, consequential or otherwise, arising out of any failure caused unless such default, error, omission or loss is due to the neglect of TM Net. Notwithstanding the aforementioned, the extent of TM Net's liability shall be limited to correcting the failure of the S

#### 23. Confidential Information

- 23.1 Except with the prior written consent of TM Net, the Customer 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

- 24.1 The Customer shall comply with and not to contravene all applicable laws of Malaysia relating to the Service including but not limited to Communication 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

- 25.1 TM Net reserves the right to amend the Terms and Conditions herein contained and/or the specific terms at any time and the Customer shall be bound by the amended Terms and Conditions. Notice of the amendment may be given by TM Net to the Customer in such manner as TM Net deems appropriate.

#### 26. Severability

- 26.1 If any provision herein contained should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.

#### 27. Assignment

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

#### 28. Binding on Successors

- 28.1 The terms and conditions is binding upon the successors, executors, administrators, personal representatives and assign of the Customer and upon the substitute and assigns of TM Net.

#### 29. Indulgence and waiver

- 29.1 No delay or indulgence by TM Net in enforcing any term or condition of this Agreement or granting of time by TM Net to the Customer shall prejudice the rights or powers of TM Net under this Agreement or at law.
- 29.2 Failure by TM Net 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 Net 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 personally or sent by prepaid registered post or legible telefax addressed to the Party at his address set out in this Agreement 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 hours after posting.

#### 31. Force Majeure

- 31.1 TM Net shall not 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 (whether or not involving TM Net employees), fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies for whom TM Net is not responsible or any other cause whether similar or dissimilar outside TM Net's control.

#### 32. Governing Law

- 32.1 This Agreement shall be governed and construed in accordance with the laws of Malaysia.

#### 33. Service Restrictions

- 33.1 Customers are not allowed to sell the Leased Equipment to another interested party who is within the tmnet streamyx Wireless Service area. It is the customer's responsibility to notify TM Net on the termination or transfer of the Service to third party prior to any transfer or termination.

#### 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 herein upon signing the Application Form and agrees to be bound by the same upon TM Net accepting the application;
  - (ii) the details and documents provided to TM Net together with the Application Form are true, genuine and contain the latest information and allows TM Net to conduct independent verification of the same with any organization or body;
- 34.3 Notwithstanding the above, TM Net reserves the right to reject the application or requires the Customer to furnish further details or documents as TM Net deems fit and necessary without reserving any reason whatsoever.
- 34.4 The Customer further acknowledges that:
- (i) it is TM Net's policy to use the Customer's data and personal information acquired through the registration process or through the Customer's use of TM Net's products and services for its business purposes.
  - (ii) TM Net may use the Customer's personal information for the internal purposes of customizing advertisements and content on the website(s) and TM Net's partner sites, providing information to the Customer of other products and services available from TM Net and its affiliate, processing and fulfilling Customer request for products and services, responding to Customer enquiries, conducting research for improvement of the Service and statistical analysis and the general operation and maintenance of the Service and its related website(s).
  - (iii) TM Net will disclose the Customer's personal information if required to do so by law or in good faith, if such action is necessary to:
    - (a) comply with any law enforcement agency, court orders or legal process; and/or
    - (b) protect and defend the rights or property of TM Net and its users.



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