

""RESIDENTIAL & BUSINESS"

SECTION 8: IMPORTANT ACKNOWLEDGEMENT (MUST READ)

General

1. Minimum Subscription Period (MSP) for Jomconnect internet is 36 months.
2. If customer chooses to terminate the subscribed internet plans package before the end of MSP, customer is subject to a penalty of RM 500 and RM 350 respectively. Termination shall be made at SUMMERNET SDN BHD office or any SNSB appointed agents only.
3. If customer chooses to terminate the subscribed internet plans within the MSP of Jomconnect product, customer is subject to a penalty of RM500 AND the accumulative balance for the remaining subscription [Jomconnect packages price] x [number of remaining months]. However, if termination is made after the MSP of internet plans subscription, customer is only subjected to a penalty of RM500 only. Termination shall be made at SUMMERNET SDN BHD office any SNSB appointed agents only.
4. A request by Customer to change any Jomconnect internet plans subscription (with similar price package) is subject to a swapping fee of RM5 (one time charge) and downgrade from higher price package to lower price package is subject to a downgrade fee of RM10 (one time charge). Subscription Period will be automatically refreshed once Customer has migrated.
5. 1st bill will include 2 months' Subscription Fee (current and subsequent month) and other charges as applicable. Notwithstanding the application of terms on Credit Limit under the General Terms and Conditions, Customer agrees that the relevant Service may be suspended by SUMMERNET SDN BHD if payment under the first(1st) bill or under any subsequent bill is not fully paid as and when it falls due.
7. Customer shall bear the cost for on-site support visit requested from SUMMERNET SDN BHD at the rate of RM50.00 per visit. The charge is not inclusive of any materials or equipment replacement charges that the Customer may be required to pay to SUMMERNET SDN BHD.
6. The Customer understands and acknowledges that the internet access speed for the Service may be affected as a result of the following factors:
 - a) location of website where users may experience lower speeds from some international websites; or
 - b) capacity of visited web server, in that, some web servers cannot cope with huge traffic demand from users or do not have enough capacity or where download speed is restricted to ensure fair level of service; or
 - c) network congestion as a result of network maintenance or outages; or

- d) running multiple applications simultaneously like using other applications such as Peer-to-Peer like BitTorrent; or
- e) accessing internet through WiFi that will cause slow speed than by wire; or
- f) operating system where some configuration of users' operating system may slow down internet performance.

7. If the premise requires installation of internal wiring, an additional internal wiring charge shall be made to by the Customer in cash to the respective SUMMERNET SDN BHD's appointed installer.

8. Upon termination the due amount displayed in SUMMERNET SDN BHD system or bill received by customer (before termination date is not final amount). SNSB will issue a final bill after all relevant services (including penalty if relevant) are calculated. Upon issuance of final bill customer is required to make immediate full payment. Failure to make required payment SUMMERNET SDN BHD will has the right to initiate legal proceeding without any notice to recover the due amount.

Jomconnect

1. A new Minimum Subscription Period will be impose (refresh) upon any request for downgrade within the Minimum Subscription Period. For any upgrade or downgrade request that requires a visit by SUMMERNET SDN BHD to customer's premises, an additional fee of RM200.00 will be imposed.

2. Installation Fee only covers the standard Jomconnect installation practice. This excludes charges imposed by external contractors for concealed wiring, wiring over the ceiling, customised wiring, etc.

3. A fee of RM200.00 shall be charged for inaccessibility to premises and/or deferment of installation on the day of installation. Any changes or deferment must be made at least 24 hours before the appointment time. Any re-appointment is subject to time slot availability.

4. Upon termination of Jomconnect service, customer shall return the BTU/Devices to SUMMERNET SDN BHD . Failure to do so, customer may need to pay RM500.00 to SUMMERNET SDN BHD for the penalty.

5. For existing Jomconnect customer who upgrade to Dedicated internet plans, there will be a downtime of internet connection after confirmation call for appointment from SUMMERNET SDN BHD until installation of new equipment at customer premise.

6. For Jomconnect service application made without the verification of MyKad or business registration documents, customer may be subjected to an upfront payment of RM100.00 (Malaysian Citizen), at SUMMERNET SDN BHD's discretion. However, an upfront payment of RM 500.00 is applicable for a customer who is a non-citizen or a permanent resident of Malaysia. The upfront

payment is payable within ten (10) days, effective from the date of Service Activation, failing which the account will be suspended. The amount will be credited into the customer's account and reflected in the customer's bill. SUMMERNET SDN BHD reserves the right to terminate the account in the event no advance payment is received within thirty (30) days from the date of Service Activation. Upon termination, any partial payment received shall be deducted as part payment for the agreed liquidated damages, as set in the General Terms and Condition.

7. Free installation and activation applicable for standard installation only. If your premise requires Non-standard installation or additional cabling, extra charges will be imposed by SUMMERNET SDN BHD's Contractor.

8. SUMMERNET SDN BHD will not provide telephone set for installation of any Jomconnect internet plans subscription.

*Price displayed is excluding of 6% Service Tax

A. Jomconnect TERMS AND CONDITIONS (for Residential/Business Customers only)

SUMMERNET SDN BHD ("SNSB") at Customer's request, agrees to provide Jomconnect Service (as defined below) on SUMMERNET SDN BHD's network, on the following terms and conditions as may be amended from time to time by SUMMERNET SDN BHD.

These terms and conditions are to be read together with the terms and conditions for the Jomconnect Service attached to the Application Form. In the event of any inconsistency between any of the terms and conditions in the Application Form and these terms and conditions, these terms and conditions will prevail to the extent of any inconsistency. SNSB reserves the right to update or revise these terms and conditions from time to time. SNSB may give notice of amendment to the Customer in such a manner as tm deems appropriate. Continuation in the access or use of Jomconnect signifies acceptance of the changes to these terms and conditions.

1. The Jomconnect Service

1.1 The Jomconnect Service provided by SNSB is a service consisting of the following components: HSBB Internet access service (“Internet”), any other SNSB’s services, at SNSB’s discretion.

1.2 Internet service is provision of internet connection with a high data transfer through Microwave. Jomconnect service under Homeconnect/Bizconnect or D’Connect is provided with unlimited internet quota usage.

1.3 Upon successful activation of the Jomconnect Service, Customer may be provided with the necessary SNSB’s Equipment (based on package subscription) and any add-on value added services together with your subscription.

1.6 As the components are a part of the Jomconnect Services, Customer are not entitled to any rebates or reduction of subscription fee for the non-usage of any of the components or any add-on value added services provided at no charge by SNSB.

2. Value Added Services / Add-Ons / Sales Campaign

2.1 SNSB shall from time to time offer additional Value Added Services / Add-Ons when Customer subscribes to Jomconnect Service. Upon subscription, Customer is subject to specific terms and conditions for the Value Added Services / Add-Ons as provided by the service provider. The terms and conditions shall be in addition to this Jomconnect Service terms and conditions and is available for viewing at www.summernetsb.com.

2.2 SNSB shall from time to time organise sales campaign for SNSB Service or its Value Added Services / Add-Ons. The sales campaign will be offered within specific period of time and any subscription made during the sales campaign will be subjected to the sales campaign’s terms and conditions in addition to existing Jomconnect Service terms and conditions. The sales campaign terms and conditions will be available for viewing at www.summernetsb.com.

3. Definitions and Interpretation

"Effective Date" means the date on which the Jomconnect Service and User Account are activated for the Customer by SNSB.

"Agreement" means the completed Application Form together with the attached terms and conditions (and any attachment(s), where applicable).

"Application Form" means the application form and/or any other form as may be prescribed by SNSB (whether in digital or physical format) to which these terms and conditions are referred to.

"Customer" under this Agreement shall mean a natural person other than a minor and shall include any other person as determined by SNSB whose application to enter into this Agreement is accepted by SNSB 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.

"Customer's Equipment" means the equipment referred to in Clause 9 herein or such other equipment belonging to the Customer to be made available by Customer at the Installation Address for the purpose of the provision of the Jomconnect Service.

"Fees" means monthly subscription fee for Jomconnect Service at the applicable rate indicated in the Application Form or such rates as may be prescribed by SNSB from time to time subject to stamp duty and government taxes, if any, chargeable by SNSB to the Customer for the provision of Jomconnect Service and all other charges to be paid by the Customer to SNSB in relation to the provision of the Jomconnect Service.

"Force Majeure Events" means the events as specified in Clause 33 herein.

"HSBB" means high speed broadband which provides connection to the internet with speeds ranging from 10Mbps and above when compared to normal broadband (Broadband to the General Population or 'BBGP' which delivers bandwidth through wired and wireless technologies at network speeds ranging between 384kbps up to 10Mbps).

"Installation Address" means the address specified by the Customer in the Application Form where the Service will be installed.

"SNSB's Equipment" means any equipment owned by SNSB and includes such equipment leased to Customer or installed at the Installation Address including but not limited to Set-Top Box (STB), Broadband Termination Unit (BTU), wireless router, VDSL wireless modem and Single Line Telephone or Cordless Phone or any part thereof and such other equipment or modem provided by SNSB to enable usage of the Service by the Customer, as may be decided by SNSB from time to time at its sole discretion.

"Minimum Subscription Period" or "MSP" means the minimum period for the subscription of Jomconnect Service by the Customer as specified in the Application Form and/or the terms thereunder or, in the absence of any specified minimum period there under, a period of thirty six (36) months from the Effective Date or, such other minimum period of subscription as may be determined by SNSB from time to time.

"Registration" means the date on which SNSB approves the Customer's application for the Jomconnect Service subject always to the successful activation of the Jomconnect Service.

"SNSB" means SUMMERNET SDN BHD (Company No. 1159827-W), a company incorporated under the laws of Malaysia and having its registered address at Lot N2 Block N, Lorong Cyber Square 7, Cyber Square Jalan Lintas, Kepyayan 88200 Kota Kinabalu, Sabah.

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

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.

4. Agreement Period

4.1 This Agreement shall be effective from the date on which the Jomconnect Service is activated by SNSB ("Effective Date"). SNSB reserves the right to reject or decline any application or the Registration.

4.2 The Jomconnect Service shall commence from the Effective Date for a minimum of the MSP Period and upon expiry of the Minimum Subscription Period, the Jomconnect 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. Minimum Subscription Period (MSP)

5.1 Your subscription to the Jomconnect Service will be for a period of not less than the Minimum Subscription Period effective from the Effective Date or in the event of any promotion held by SNSB for the Service, such other minimum subscription period as may be applicable to the relevant promotions as may be prescribed by SNSB from time to time.

5.2 This Agreement shall remain in full force and effect for the duration of the Minimum Subscription Period and upon expiry of the Minimum Subscription Period, the Jomconnect 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.

6. Application for the Jomconnect Service and Documentations for Application, Registration and Installation

6.1 Applicant must be at least 18 years of age at the date of application and has the legal capacity to enter into a legally binding contract. Customer may apply for the Jomconnect Service online or offline. For Jomconnect Service online subscription, Customer are still required to submit the relevant documents stated in Clause 6.3 herein to SNSB in a manner and period as advised by SNSB from time to time.

6.2 Upon submission of the Application Form (whether online or offline), the Customer shall ensure that all information (and documents) submitted to SNSB for the purpose of subscribing to the Jomconnect Service (including information requested to be submitted with the Customer's Application Form or information upon SNSB's request) are accurate, true, current and complete and the Customer hereby undertakes to inform SNSB of any updates to such information in the event of any changes thereto.

6.3 The Customer is required to submit to SNSB the original of the following supporting documents for verification by SNSB's personnel during application, registration and installation processes together with the Customer's completed Application Form:

- (i) MyKad (Malaysians) or MyKAS/MyPR (permanent resident); or
- (ii) Passport (with at least a minimum of 24 months validity); or
- (iii) OKU ID; and/or
- (iv) letter of confirmation and authorization duly signed by the Customer on the appointment of the Customer's authorized representative where Customer elects to authorised his representative for the purpose of and to accept the Jomconnect Service upon installation, unless the aforesaid requirement is waived by SNSB at application stage or, Customer elect to furnish to SNSB the required letter of confirmation and authorization at any time prior to date of installation as referred to in Clause 6.4 below; and/or
- (v) such other supporting documents as shall be reasonably required by SNSB.

6.4 Subject to clause 6.3 & 6.4, SNSB shall have the right to retain appropriate number of supporting documents for record purposes.

6.5 Application and registration of the Jomconnect Service will be attended to by SNSB when Customer is physically present during the process of application and registration. For acceptance of the Jomconnect Service upon installation, Customer may elect to authorized his representative for such purpose. If so elected, Customer shall submit to SNSB, via fax or mail or hand delivered at SNSB's office any SNSB appointed agents, at least three (3) working days prior to the date of appointment for installation, with a copy or an original, as the case may be, of a letter of confirmation and authorization. Authorized representative present during installation shall be required to furnish to SNSB authorized representative with the original of his MyKad/MyKAS/MyPR or passport or OKU ID for verification. Customer warrants with SNSB to be fully responsible for any act or decision or confirmation made by Customer's authorized representative and if so required by SNSB, shall further submit further written or oral confirmation to such effect either by email, fax or telephone or such other medium as may be reasonably determined by SNSB.

6.6 Customer agrees that the letter of confirmation and authorization to be adopted by the Customer and referred to in Clause 6.4 above shall be in form and substance as may be acceptable to SNSB and in any case, incorporating details of authorized representative (name and particulars of MyKad/MyKAS/MyPR or passport or OKU ID together with certified true copy thereof) and authorized person's specimen signature.

6.7 SNSB shall be entitled, at its absolute discretion, to reject or suspend Customer's application or Registration or installation of the Jomconnect Service (a) if Customer is blacklisted in SNSB's system and record due to outstanding or non-payment of subscription fee or charges for any of SNSB's or its affiliates' services and subscribed by Customer; or (b) subscription by Customer of any of SNSB'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 SNSB; or (d) SNSB 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, SNSB 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 6.6 (a) above, SNSB may, at its absolute discretion, consider Customer's application when all outstanding payment due to SNSB or its affiliates has been fully paid.

6.8 Customer agrees that notwithstanding acceptance by SNSB of Customer's application and/or registration of the Jomconnect Service, Customer hereby consent to and allows SNSB to attend to credit or other worthiness check on the Customer or the Installation Address where the Jomconnect Service will be or has been installed and if, in the reasonable opinion of SNSB, the Customer may not likely be able to perform his obligations under the terms herein or if the Installation Address may likely or is used

for any illegal activities, SNSB may cancel or suspend or terminate Customer's subscription or installation.

6.9 In order to subscribe and establish connection to the Jomconnect Service, the Customer may use the SNSB's Equipment provided by SNSB or its own equipment to be connected to the Customer's telephone line to enable usage of the Jomconnect Service.

6.10 The Jomconnect Service will be applicable for the Installation Address within the selected areas of HSBB and for residential or a home-based customer only. SNSB reserves the right to terminate the Jomconnect Service in the event that the Customer wishes to relocate the Installation Address to any non-HSBB area.

6.11 Upon receipt by SNSB of all the supporting documents, SNSB shall register the Customer's application and verify and confirm availability of the Service at the Installation Address as stated in the Customer's Application Form.

7. Service Availability

7.1 The availability of the Jomconnect Service at the Installation Address shall be subject to technical testing.

7.2 Upon receipt by SNSB of all the supporting documents specified in Clause 6.3 hereof, SNSB shall consider Customer's application and if approved, register the Customer's application and verify and confirm availability of the Jomconnect Service at the Customer's Installation Address as stated in the Application Form.

7.3 In the event that the Jomconnect Service is not available in the Installation Address, SNSB may inform the Customer and the Customer's application will be kept in SNSB's record on waiting list basis pending availability of the Jomconnect Service at the Installation. Where the Customer's application is

recorded as on waiting list basis, SNSB makes no guarantee or warranty to the Customer that the Jomconnect Service will become available at the Installation Address and SNSB shall not be held liable or responsible in the event that SNSB are unable to provide such Customer with or facilitate availability of the Jomconnect Service at the Installation Address due to any reason beyond the control of SNSB.

7.4 In the event that the Jomconnect Service is available at the Installation Address and if Customer's application is approved, SNSB shall forthwith fix an appointment for and carry out the installation of the Jomconnect Service for the Customer in accordance with the provisions of Clause 9 hereof, unless specified otherwise in this Agreement or the terms and conditions of attached to the Application Form.

7.5 Upon sign off, a site survey will be conducted by SNSB or its appointed contractor at the Installation Address to verify and confirm availability of the Jomconnect Service at the Installation Address. The Customer acknowledges and agrees that the installation of the relevant SNSB's Equipment or other equipment for the Jomconnect Service will require several construction works. Any requirement by Customer for the installation of wiring inside any wall of Installation Address shall be at Customer's cost and engagement of external contractor for such purpose shall be Customer's sole responsibility. SNSB however may provide Customer with the list of its panel contractors for Customer's consideration and assessment, at Customer's own risk.

7.6 For avoidance of doubt, SNSB shall not be responsible or liable for any problem arising between the Customer and SNSB in its capacity as the Internet Service provider (and not attributable to willful default or gross negligence of SNSB) that may affect the availability of the Jomconnect Service. Customer understand that should there be any interruption or termination of the Customer's fixed telephone line account by other service provider, this will affect the availability of the Service in which event, SNSB reserves the right to terminate the Jomconnect Service accordingly.

7.7 Customer is allowed to subscribe for one (1) Service per Installation Address and in any case, up to a maximum of three (3) Services for three (3) distinct installations addresses. Any requirement for Customer's subscription in excess of the aforesaid number of subscription shall be subject to SNSB's approval at its absolute discretion.

8. Online subscription from www.summernetsb.com ("Website")

8.1 The Customer undertakes that any representation made via the Website is legitimate and SNSB reserves the right to rely on the representation in order to proceed with the online subscription. SNSB reserves the right to make further inquiry to the applicant in the event of any uncertainty of the online representation made by Customer or its authorised representative.

8.2 The Customer undertakes any documentation presented for the purpose of online subscription is true, accurate, current and complete and shall be kept in SNSB's record and is be admissible in any court of law and conclusive documents.

8.3 The Customer agrees to the pre-authorized payment of RM 1 required which the amount will be credited from the credit card or debit card. The pre-authorized payment is required for all online subscription (new installation) through the Website. The RM 1 will then be refunded within 7 – 16 days to the credit/debit card account. SNSB will not be responsible for any fraud or misuse of the credit/debit card and all payments received are deemed legitimate upon approval by the card issuing bank.

8.4 Customer shall be subjected to Advance Payment (unless otherwise advised by SNSB) for application made through online sales interest form.

9. Installation & Account Activation

9.1 Unless otherwise arranged or provided to the Customer, SNSB and/or it's appointed contractor shall fix an appointment date with the Customer for installation of the Service at the Installation Address by SNSB and/or its appointed contractor, subject to the Customer confirming the readiness and availability of all the following basic equipment required for the Jomconnect Service:

- (i) Four (4) working power sockets
- (ii) One (1) workable unit of Computer (PC)

If the Customer requires the PC to be at different locations, the Customer shall bear the additional charges associated with such request.

9.2 Customer agrees that SNSB's Equipment termination point shall be determined at the nearest main location after Microwave link point of entrance to the Installation Address. SNSB shall only install up to a maximum of 15 meters of LAN cable starting from the external cable entrance to the Installation Address. Connection to Customer's Equipment which is beyond the standard installation guideline is subject to charge.

9.3 In the event that the Customer is not ready with the basic equipment as required in Clause 9.1 above, SNSB may at its sole discretion allow the Customer to defer the installation date for a period of 21 days. If after such 21 days period, the Customer is still not ready with the basic equipment, SNSB may in its absolute discretion cancel the Customer's Registration for the Jomconnect Service, unless the Customer submits a request in writing to SNSB within the said 21 day time frame to further defer the installation date for the Jomconnect Service and SNSB approves the same. Any such cancellation of the Jomconnect Service shall be at the Customer's own cost. The Customer may reapply for the Jomconnect Service subject to availability of the Jomconnect Service at the relevant point in time.

9.4 Subject to any other provisions herein, SNSB shall endeavour to install the Jomconnect Service at the Installation Address within 21 days from the date of the Registration. SNSB shall provide Customer with Internet Protocol (IP) address or login name and password, as the case may be, upon successful installation. In the event the installation cannot be completed within 21 days period, the installation of the Service may be cancelled and/or terminate the provisioning of the Jomconnect Service provided that the non-completion of the installation is not due to the default on part of SNSB including but not limited to SNSB's technical or network issue.

9.5 In the event where SNSB or its authorized contractor is unable to proceed with the installation of the Jomconnect Service at the Installation Address located within a high rise building due to building management issues including but not limited to the issues of internal wiring of the building or being denied access to the building, Customer shall be responsible to resolve such issues with the building owner or management corporation within 21 days from the date of the issues arise. If the Customer failed to resolve the issues or if SNSB is unable to proceed with the installation of the Service within 21 days period not due to the fault of SNSB, SNSB shall at its absolute discretion be entitled to cancel the installation and/or terminate the provisioning of the Jomconnect Service.

9.6 Notwithstanding with Clause 9.5 and 9.6 above, in the event the Customer is not reachable during the first appointment date for the installation of the Jomconnect Service, SNSB shall use all reasonable endeavor to arrange for another appointment date with the Customer. Upon the expiry of

the 8th day after the first appointment date, the installation of the Jomconnect Service may be cancelled by SNSB at its absolute discretion if the Customer is still not reachable.

9.7 Customer agrees that SNSB shall be entitled to suspend or cancel any installation of the Service at the Installation Address and/or terminate Customer's application for subscription if, in SNSB's reasonable opinion, the Installation Address is conducting an illegal or suspicious activity(ies) or such premises may potentially be used for any of the aforesaid activity(ies).

9.8 As part of SNSB's compliance to safety regulation by the Department of Occupational Safety and Health Malaysia (Ministry of Human Resource) on the Prevention of Falls at Workplaces (JKKP DP/G127/379/4-35 : MARCH 2007) policy, Customer has to ensure installation site is free from any danger that may cause hazard to SNSB. If upon assessment by SNSB that hazard is present, Customer is responsible to correct the situation/condition at its own cost. Should the Customer refuse/fail to correct the situation/condition, SNSB has the right to cancel the installation. If the cancellation/termination is attributed by the Customer, Customer shall be subjected to relevant charges, cost, penalty or credit limit rules (whichever is applicable) for the Jomconnect Service.

9.9 SNSB will not be responsible for any damages due to building's internal wiring by building owner. Customer shall indemnify SNSB against any claim by any party including building owner or Management Corporation for any damage not due to the fault or negligence of SNSB. For any request by Customer for any re-wiring or re-installation, SNSB shall have the right to charge the Customer a re-wiring and/or re-installation fee for the sum of RM212.00 if it does not involved any movement of the BTU/Devices or RM318.00 if it involved movement of the BTU/Devices or such other reasonable sum as may be determined by SNSB from time to time.

9.10 Save within installation warranty period, the Customer shall bear the cost for on site support visit requested from SNSB at the rate of RM53.00 per visit or at such other current prescribed rate as shall be reasonably determined by SNSB from time to time. The charge is not inclusive of any materials or equipment replacement charges that the Customer may be required to pay SNSB.

9.11 Customer hereby allows the SNSB's Equipment installed at Customer's premise for the purpose of Jomconnect Service ("the Equipment"), to be used as an access point for public users to access SNSB's public WiFi service, without any additional charges to SNSB. Upon completion of the installation of the Equipment, SNSB will make available the WiFi service to public users using the Equipment. Where applicable, the Customer shall provide all reasonable assistance to SNSB, to enable SNSB's public WiFi

Service to operate using the Equipment. The Customer may request to discontinue the Equipment from being used as an access point for SNSB's public WiFi, subject to terms and conditions that may be notified by SNSB from time to time.

10. Fees

10.1 Monthly subscription fee for the Jomconnect Service shall be at the applicable rate indicated in the Application Form or such rates as may be prescribed and informed to the Customer by SNSB from time to time.

10.2 Monthly subscription fees shall be continuously chargeable and payable by the Customer upon connectivity of the Internet access for the Jomconnect Service to the Customer's Equipment regardless of the usage.

10.3 Charges for the usage of Voice services under this Agreement will be imposed by SNSB to the Customer at SNSB's pre-determined rates.

10.4 Charges for value added services including but not limited to Internet Services shall be charged at SNSB's pre-determined rate or rates.

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

10.6 In the event of suspension or termination of the Jomconnect Service at any time during the Minimum Subscription Period, except where such termination arises from SNSB's material breach or will full default or due to Force Majeure Event, Customer shall be liable to pay to SNSB, in addition to all outstanding Fees and charges during suspension or termination, a liquidated damages of the remaining high speed internet monthly fees (high speed internet monthly fees is calculated based on actual high speed internet price before discount) as the agreed liquidated damages for early termination.

10.7 Where Customer subscribe the Jomconnect Service with SNSB's offer for free subscription fee for a duration of an agreed period but terminates the Service prior to the expiry of the Minimum Subscription Period, Customer shall be liable to pay SNSB the Fees for the duration of the free subscription period and any outstanding amount thereof will be included in SNSB's bill.

10.8 Any request for transfer of account ownership will be subject to RM10.60 processing fee.

10.9 Advance Payment

For Jomconnect service application made without verification of MyKad or any relevant documents, an upfront payment of RM100 (for Malaysian citizen) and RM500 (for a customer who is a non-citizen or a permanent resident of Malaysia) will be required payable within ten (10) days effective from Effective Date. The amount will be credited into the Jomconnect account. Depending on the billing cycle, the amount will be reflected in the first or second bill. SNSB reserves the right to terminate the account in the event of non-payment as per required above.

11. Payment, Billing and Credit Limit

11.1 In the event the amount stated in SNSB's bill or any part thereof remains unpaid after the due date, SNSB 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.

11.2 SNSB will issue the bill for the Jomconnect Service on monthly basis and the billing date will commence from the Effective Date.

11.3 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 Application Form. Online bill will be made available to Customer

on monthly basis via Online Customer Centre portal and Customer agrees to verify bill made available online from time to time. Customer may elect to subscribe for printed/paper bill at a fee of RM2.12 per month (charges will be implemented until further notice) or at such other fee as may be reasonably determined by SNSB 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 Jomconnect Service subscribed shall not be a valid reason for the Customer to withhold or delay any outstanding payments to SNSB. Customer agrees that statement of account as provided in the bill or any other statement of account for the subscription of the Jomconnect Service issued by SNSB and the amount stated thereunder shall be conclusive evidence in any proceedings between the Customer and SNSB and shall be final and binding against the Customer save and except for any manifest error.

11.4 SNSB shall investigate any billing dispute by Customer if written submission of any dispute is made by Customer to SNSB within thirty (30) days from the date of a bill. Determination by SNSB 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.

11.5 Without prejudice to any other rights of SNSB, Customer acknowledges that SNSB may, at its absolute discretion, suspend the availability of or terminate the Service and/or place the Customer on SNSB'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 SNSB to continuously bill the Customer for the subscription fees 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 SNSB the aforesaid payment when due.

11.6 Customer agrees that SNSB 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 SNSB's website. If implemented, Customer further acknowledges that SNSB 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 SNSB to its customers may vary with each customer. Prevailing credit limit (if any) shall be specified in the Application Form terms and conditions.

11.7 Customer acknowledges and agrees that in the event Customer made any over payment of any account for any services rendered by SNSB to Customer, SNSB 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 Jomconnect Service or for undisputed outstanding fee or charges under any other account for other service subscribed by Customer with SNSB (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, SNSB shall refund any over payment made to Customer.

11.8 SNSB 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 SNSB. Customer agrees that deposit may be forfeited or set off or call upon by SNSB against any fees and other charges outstanding from Customer in the event of termination or suspension of the Jomconnect 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 SNSB.

12. Alteration/Modification

12.1 Any alteration, modification, restoration, investigation, updates, enhancement, upgrades or changes to SNSB's network, the Jomconnect Service or Service configuration, SNSB's product offerings or to any related equipment owned by SNSB (due to upgrades to SNSB's network or enhancement or change of technology, amongst other) will be at SNSB's sole discretion and SNSB has no obligation to provide the Customer with notice of such changes or enhancement.

12.2 In the event of relocation of the Jomconnect Service following request by Customer, any alteration, modification, restoration, or investigation to the Jomconnect Service or configuration is chargeable to Customer at a rate as specified in the Application Form or any other rate as may be specified by SNSB from time to time. Customer must notify SNSB prior to relocation of Installation Address. Where SNSB agrees to provide the Jomconnect Service at the relocated premise, the one time fee of RM318.00 shall be imposed to Customer. Customer must ensure that SNSB's Equipment to be relocated is in good order and working condition and provide SNSB with new installation address and billing address (if applicable). SNSB has the right to terminate the Jomconnect Service if SNSB is unable to perform relocation work as requested, for any reason whatsoever in which event, Customer will return

SNSB's Equipment (for equipment that is still under warranty only) that comes with the Jomconnect Service subscription.

13. Change of Jomconnect Service Package Plan

13.1 Subject to Clause 13.2 and 13.3 hereinafter mentioned, the Customer may upgrade the Jomconnect Service package plan during the Minimum Subscription Period.

13.2 Any request by the Customer for upgrades or downgrades of his Jomconnect Service package plan at any time during the Minimum Subscription Period shall be subject to SNSB's written approval which approval shall not be unreasonably withheld. For any allowable upgrades or downgrades as aforementioned, installation, activation and any other applicable fees (for downgrade only) will be charged to the Customer at a rate specified by SNSB from time to time.

13.3 Customer is only allowed to upgrade or downgrade the Jomconnect Service package plan after the expiry of fifteen (15) working days from the installation date.

14. Customer's Responsibilities

14.1 The Customer shall

- (i) be responsible for the set-up or configuration of Customer's Equipment for access to the Jomconnect Service;
- (ii) ensure his readiness for installation of the Jomconnect Service on the appointment date in accordance with Clause 9 hereof;
- (iii) comply with all reasonable notices or instructions given by SNSB from time to time in respect of the use of the SNSB Service;
- (iv) 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 Jomconnect Service;
- (v) comply with the rules of any network to which the Customer has access to the Service;

- (vi) comply with and not contravene any and all applicable laws and regulations of Malaysia, whether relating to the Jomconnect Service or otherwise including but not limited to the Communications and Multimedia Act, 1998;
- (vii) be solely responsible for all information retrieved, stored and transmitted by the Customer through the use of the Jomconnect Service;
- (viii) obtain SNSB's prior approval before making any changes to the network configuration and interconnecting the private network to any public network;
- (ix) be responsible for ensuring that the Customer's personal computer is equipped with network card;
- (x) provide basic infrastructure for installation of the SNSB's Equipment including but not limited to internal wiring and in the event that the Customer is not leasing the SNSB's Equipment from SNSB, the Customer shall be responsible for purchasing the equipment at his own cost to enable connectivity of the Jomconnect Service;
- (xi) be responsible for any change and cost associated to any modification made to the external or internal wiring for connectivity of the Service. If Customer attend to any renovation work that obstruct any access to any drop wire termination point, any necessity for the relocation of drop wire termination point as determined by SNSB shall be at Customer's cost. Save as aforesaid, any cost associated with relocation of drop wire termination point solely as a result of SNSB's requirement shall be borne by SNSB;
- (xii) pay and settle all Fees and any other charges due to SNSB in accordance with this Agreement;
- (xiii) abide and adhere to the terms and conditions of this Agreement inclusive of the additional terms and conditions as specified in Schedule 1 hereof and the terms and conditions as specified under the Application Form ; and
- (xiv) be responsible to maintain in good condition any SNSB's Equipment. In the event any of the SNSB's Equipment is faulty, lost or damaged due to any fault or negligence of the Customer, the Customer will have to bear the cost of the SNSB's Equipment according to its depreciated value, as reasonably determined by SNSB.

15. Prohibited Use

15.1 The Customer shall:-

- (i) not use the Jomconnect Service for any unlawful purpose including without limitation for any criminal purposes;
- (ii) not use the Jomconnect 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 SNSB, 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 Jomconnect Service with any person including a company or corporation without the prior written approval of SNSB and shall use the SNSB Service only for the purpose for which it is subscribed;
- (vii) not resell or sublet the Jomconnect Service to any third parties without prior written consent from SNSB; and,
- (viii) not use the Jomconnect Service in any manner, which in the opinion of SNSB may adversely affect the use of the Jomconnect Service by other customers or efficiency or security as a whole.

16. Security and Other Features

16.1 The Customer shall take all such measures as may be necessary to protect his own system and network.

16.2 The Customer shall be responsible for the safety, security and maintaining the confidentiality of his passwords and/or user identification, if any, (including without limitation changing his passwords or user identification from time to time) and shall not reveal the same to any other person. Where user identification is necessary to access the Jomconnect Service, the Customer shall use only his user identification. SNSB disclaims any liability for any unauthorized use by any third party of any password or user identification of Customer.

16.3 The Customer shall report to SNSB 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 to the Service using the User Account, user identification or password by any third party and SNSB shall not be held responsible for any prohibited and/or unauthorized use of the Service as provided in this Agreement.

17. SNSB's Equipment

17.1 In connection with any SNSB's Equipment that may be provided by SNSB for use of the Jomconnect Service, the Customer shall:

- (i) take appropriate measures to safeguard the SNSB's Equipment;
- (ii) properly maintain and keep the SNSB's Equipment at a safe place;
- (iii) adhere to all instructions and notice (written or otherwise) given by SNSB from time to time regarding the use of such SNSB's Equipment;
- (iv) be responsible for all costs of repairs incurred in relation to the SNSB's Equipment in the event it is proven that any fault in such SNSB's Equipment whether by act or omission is caused by the Customer;
- (v) return and surrender the SNSB's Equipment to SNSB in the same condition as and when it was first provided to the Customer, normal wear and tear excepted, upon termination of the Jomconnect Service;
- (vi) be liable to pay SNSB for any SNSB's Equipment which the Customer fails to return or surrender to SNSB upon termination of the Jomconnect Service;
- (vii) not hold SNSB liable in the event that the Customer's Equipment and/or other devices is damage due to, including but not limited to, flood or fire or lightning strike whilst using the SNSB's Equipment; and
- (viii) not hold SNSB liable or responsible in the event that SNSB are unable to replace or change the SNSB's Equipment to a similar model or type as the existing SNSB's Equipment and SNSB reserves the right to replace the SNSB's Equipment to any model or type available at the relevant time, at SNSB's sole discretion.

17.2 In the event of any interruption, loss or unavailability of the Jomconnect Service and/or any technical faults encountered with the SNSB's Equipment, the Customer may request for technical support and basic troubleshooting of the same from SNSB. Upon visiting the Installation Address, if SNSB and/or its appointed contractor determines that such interruption, loss or unavailability of the Service is not attributable to or caused by any fault in the SNSB's Equipment or SNSB's network, then SNSB reserves the right to impose reasonable charges at the rate as specified in the Application Form or any other rate as may be prescribed by SNSB from time to time for the visit to the Installation Address.

18. Customer's Equipment Installation

18.1 The Customer shall prepare all applicable Customers' Equipment at the Installation Address in accordance with Clause 9 herein and/or any other specifications SNSB may provide to the Customer in relation to the Jomconnect Service. The Customer shall further ensure that the 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 Customer's Equipment by SNSB.

18.2 The installation of the configuration and software for the Customer's Equipment can be conducted by the Customer himself as per SNSB's guidelines. The Customer acknowledges that such installation shall be at the Customer's own risk.

18.3 In the event that the Installation Address is located at high rise building that need the approval of the developer or the building management corporation or the building owner for the installation of the Jomconnect Service, as the case may be, the Customer shall ensure that he has obtained such consent to enable SNSB and/or its appointed contractor to attend to the installation without any disruption.

18.4 SNSB 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.

18.5 SNSB and/or its appointed contractor shall not be liable or responsible for any technical problem, loss, interruption or unavailability of the Service, or other loss or damage suffered by the

Customer which arises from or is caused by the Customer's Equipment, whether connected to SNSB's Equipment or otherwise.

18.6 In the event the Customer request for SNSB's appointed contractor to conduct further technical investigation for the purpose of identifying and/or rectifying any problem arising from the Customer's Equipment and SNSB's appointed contractor agrees to render such assistance, SNSB will not be involved or be responsible for any fees or charges for such additional support services which SNSB's appointed contractor may impose on the Customer. SNSB shall not be liable or responsible for any loss or damage suffered by the Customer howsoever caused, whether negligent or otherwise arising out of the provision of additional support services to the Customer and/or in relation to the Customer's Equipment by any appointed contractor.

19. Lawful Purpose

The Customer shall only use the Jomconnect 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.

20. Suspension of the Jomconnect Service

20.1 Without prejudice to any other rights or remedies and notwithstanding any waiver by SNSB of any previous breach by the Customer, SNSB may, without prior notice, suspend the Jomconnect Service for a period determined by SNSB in its sole discretion for any reason whatsoever and/or, in the event that:

- (i) any Fees and/or payment due hereunder for the Jomconnect 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 SNSB'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 Jomconnect Service, including but not limited to maintenance of SNSB's Equipment or systems.

20.2 In the event of any suspension of the Jomconnect Service by SNSB in accordance with Clause 20.1(i) and Clause 20.1(ii) hereof, SNSB may if it deems appropriate at its sole discretion and upon such terms, as it deems proper reconnect the Jomconnect Service, in which event the Jomconnect Service and this Agreement shall continue in effect as if the Jomconnect Service had not been suspended. SNSB shall have the right to impose on the Customer a reconnection fee at a rate as specified by SNSB from time to time.

20.3 For the avoidance of doubt, the abovementioned suspension exercise shall not prejudice the right of SNSB to continuously bill the Customer 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 Jomconnect Service by SNSB, the Customer will still be liable to pay the Fees for the Jomconnect Service during the period of suspension. Further where the Customer defaults in payment, SNSB may at its discretion charge the Customer a reconnection fee for the Service at the rate stated in the Application Form or any other rate as may be prescribed by SNSB from time to time.

21. Change of Customer's Details

The Customer undertakes to inform SNSB of any change of the Customer's information provided earlier to SNSB within fourteen (14) days of such changes. Failure by the Customer to notify SNSB 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.

22. Termination

22.1 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 is not remedied 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

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

- (i) fails to comply with SNSB'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.

22.3 Notwithstanding the above, SNSB may terminate the Service under this Agreement immediately, without prior notice and without penalty, if:

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

22.4 Such termination, as hereinbefore mentioned in Clauses 22.1 or 22.2 or 22.3, shall not prejudice the right of SNSB to recover all charges, costs, and interests due and any other incidental damages incurred thereto.

22.5 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Cancellation or unilateral termination by Customer for any reason whatsoever shall only be done by Customer in person at any SNSB office or any appointed SNSB's agent. In the event that the Customer wish to terminate their current services, SNSB will not guarantee that any prior service will be provided.

22.6 Upon termination of the Jomconnect Service or the Agreement, all monies owing by the Customer to SNSB shall immediately become due and payable and the Customer shall upon demand by SNSB settle all amounts within the time stipulated by such demand. The Customer shall forthwith return SNSB's Equipment to SNSB in a good condition (fair wear and tear accepted).

22.7 Any Fees and/or charge paid by the Customer to SNSB pursuant to this Agreement shall not be refundable upon termination of the Jomconnect Service by the Customer or if the Jomconnect Service is terminated by SNSB in pursuant to the terms of this Clause 22.

23. Disclaimer/Limitation of Liability

23.1 The Service is provided on "best effort" basis. SNSB 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 Jomconnect Service and/or the SNSB's Equipment for a particular purpose of the Customer. Customer acknowledges that SNSB 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 Jomconnect Service including the IPTV. SNSB does not guarantee nor provide any warranties whatsoever that the Jomconnect Service including but not limited to the content to be offered in IPTV, if made available by SNSB, will not be offensive, obscene, upsetting, seditious or defamatory to the Customer. The Customer shall exercise discretion when using the Jomconnect Service at all times and SNSB shall not be held responsible and hereby disclaim any and all liabilities whatsoever with regard to any information or content accessed through the Jomconnect Service including the IPTV.

23.2 Save for loss or damage due to injury or death arising from the gross negligence or willful default of SNSB, SNSB 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 Jomconnect Service or SNSB's Equipment provided by SNSB hereunder. SNSB's liability (if any) is limited to restore the Jomconnect Service and if necessary, to replace SNSB's Equipment or any part thereof if SNSB determines that the SNSB's Equipment is not in working conditions or faulty not due to the Customer's act or omission.

23.3 SNSB shall not be liable in the event that the Customer's own equipment and/or other devices are damaged due to Force Majeure Event. SNSB's liability (if any) during installation and/or restoration of any reported faulty of the SNSB's Equipment shall not cover the wiring or cabling connecting the SNSB's Equipment or the Customer's equipment and the building management corporation or the building owner power house.

23.4 SNSB 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 SNSB.

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

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

24. Indemnity

24.1 The Customer undertakes and agrees to indemnify, save and hold harmless SNSB 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 SNSB may sustain, incur or pay, or as the case may be,

which may be brought or established against SNSB 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 and pursuant to this Agreement and which are attributable to the act, omission or neglect of the Customer, his servants or agents.

24.2 Customer understands that the Service is provided on best effort basis. SNSB shall use its best endeavours to ensure the continuity and efficiency of the Jomconnect Service at all times but shall not be liable for any loss, damage, consequential or otherwise, arising out of any failure of the Service caused unless such default, error, omission or loss is due to the willful neglect or willfull fault of SNSB. Notwithstanding the aforementioned, the extent of SNSB's liability shall be limited to correcting the failure of the Jomconnect Service only.

24.3 In the event of any loss or damage to SNSB's Equipment, the Customer will reimburse the cost of the said equipment as agreed liquidated damages as follows:

- ~~(i) Set Top Box (STB) RM300.00~~
- (ii) Broadband Termination Unit (BTU) RM500.00
- (iii) Residential Gateway (RG) or Premise Gateway (PG) RM188.68
- ~~(iv) Single Line Telephone RM35.00 or Cordless Phone RM74.00~~

25. 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 Jomconnect Service or discovered by him in the course of the provision and performance of the Jomconnect Service.

26. 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 Jomconnect 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.

27. Variation

SNSB shall reserves the right to amend the terms and conditions herein contained at any time if amendment is reasonably necessary in the interest of and for ensuring a fair level of availability of the Service to a majority of SNSB's subscribers and the Customer shall be bound by the amended terms and conditions. Notice of the amendment may be given by SNSB to the Customer in such manner as SNSB deems appropriate.

28. 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.

29. 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 SNSB. SNSB 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 SNSB and consent for the abovementioned is hereby given by the Customer.

30. 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 SNSB.

31. Indulgence and waiver

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

31.2 Failure by SNSB 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 SNSB of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.

32. Notice

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 application form for the Jomconnect 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.

33. Force Majeure

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.

34. Governing Law and Court Jurisdiction

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.

35. Costs and Taxes

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

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

35.3 The Customer shall bear all Government taxes, service tax, levies and other costs imposed by law in relation to the provision of the Jomconnect Service by SNSB. In particular, where Service Tax ("ST") is applicable to SNSB as the supplier under this Agreement, SNSB is entitled to charge the ST payable to the Government on the Service and/or any SNSB services or equipment supplied to the Customer.

35.4 If SNSB is liable for GST as contemplated by Clause 35.3 then:

(i) SNSB shall:

a. provide to the Customer information that may be reasonably required to establish its liability for GST; and

b. 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 35.3 shall be paid by the Customer.

35.5 If the fees, charges, damages or any other monies due hereunder by the Customer to SNSB 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) SNSB'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.

36. Customer's Warranties and Acknowledgement

36.1 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.

36.2 The Customer acknowledges that

(i) he has read and fully understood all the terms and conditions of this Agreement upon the signing of the Application Form in addition to the terms and conditions accompanying the Application Form and agrees to be bound by the same upon SNSB accepting the application;

(ii) the details and documents provided to SNSB together with the Application Form are true, genuine and contain the latest information and allows SNSB to conduct independent verification of the same with any organization or body;

36.3 The Customer further acknowledges that SNSB 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 SNSB deems fit.

36.4 Customer hereby acknowledges his awareness that any telephone used and equipment associated with the service offering will be powered by electricity. Customer agrees that any inability or failure to use the telephone or related equipment or the Service due to failure in the supply of electricity is beyond the reasonable control of SNSB and shall be at Customer's sole risk and SNSB shall not be liable for any loss or damage in consequence thereof.

37. Customer's Information and Privacy Notice

Customer understand that by submitting the Application Form and subscribing to the Jomconnect Service, Customer is providing information to SNSB including where applicable, personal data. Any personal data provided by the Customer to SNSB in connection with the Application Form / Service shall be kept confidential and is subject to the Privacy Notice of SNSB (for further information on the Privacy Notice of SNSB's group of companies.

SNSB shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the personal data.

B. BROADBAND TERMS AND CONDITIONS (for Residential/Business Customers only)

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SIGN UP FOR THE BROADBAND RESIDENTIAL SERVICE. BY INDICATING YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREOF, YOU ARE DEEMED TO ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL THE FOLLOWING TERMS AND CONDITIONS FOR THE USE OF BROADBAND RESIDENTIAL SERVICE PROVIDED BY SUMMERNET SDN BHD ("SNSB"). SNSB RESERVES THE RIGHT TO UPDATE OR REVISE THESE TERMS AND CONDITIONS FROM TIME TO TIME. SNSB MAY GIVE NOTICE OF AMENDMENT TO THE

CUSTOMER IN SUCH A MANNER AS SNSB DEEMS APPROPRIATE. CONTINUATION IN THE ACCESS OR USE OF THE BROADBAND RESIDENTIAL SIGNIFIES ACCEPTANCE OF THE CHANGES TO THESE TERMS AND CONDITIONS.

1. The Service

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

2. Definitions

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

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

"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 including Non-Malaysian whose application to enter into this Agreement is accepted by SNSB and shall include his executors and administrator. For the avoidance of any doubt, Non-Malaysian referred to the Customer who does not hold the Malaysian citizenship.

"Commencement Notice" means the notice issued by SNSB 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 which may include but not limited to the modem provided by SNSB on lease basis to enable usage of the Service by the Customer, as may be decided by SNSB from time to time at its sole discretion.

"Minimum Subscription Period" means the minimum period of thirty six (36) months a subscription of the Service by the Customer or such other minimum period for subscription of the Service as may be determined by SNSB from time to time, and as more particularly described in Clause 4 herein.

"Quarantine Period" means a period where the service number is blocked from re-registration in provisioning system.

"Registration Date" means the effective date of this Agreement which is the date upon which SNSB approves the Customer's application for the Service, as more particularly described in Clause 3.1 herein.

"Broadband Service" means a high speed Internet access service which provides connection to the internet with speeds ranging from 384kbps up to 100Mbps.

"SNSB" means SUMMERNET SDN BHD (Company No. 1159827-W), a company incorporated under the laws of Malaysia and having its registered address at Lot N2 Block N, Jalan Cyber Square 7, Cyber Square Kapeyan, 88200 Kota Kinabalu, Sabah. ("TM").

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

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.

"Credit Balance" refers to a certain amount of money owed to Customer by SNSB, if any, after all relevant outstanding amount have been settled by Customer in accordance with Clause 9.5".

3. Agreement Period

3.1 This Agreement shall be effective after execution of the Application Form by the Customer and upon the acceptance of the Application Form together with the required attachments hereunder and the registration thereof by SNSB ("Registration Date"). SNSB shall reserves the right to decline any application without assigning any reason thereto.

3.2 The Service and Minimum Subscription Period shall commence after the successful completion of the Service installation, whether by SNSB, its appointed contractor or the Customer himself (as applicable) and upon the date on which the Service is activated for the Customer by SNSB ("Activation Date").

4. Minimum Subscription

4.1 The Customer shall subscribe to the Service for a period of not less than the Minimum Subscription Period of thirty six (36) months, twelve (12) months or in the event of any promotion held by SNSB for the Service, such other minimum subscription period as may be applicable to the relevant promotions as may be prescribed by SNSB from time to time.

4.2 This Agreement shall remain in full force and effective for the duration of the Minimum Subscription Period and upon expiry of the Minimum Subscription Period, 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

5.1 The Customer may apply for the Service online and offline. Where the Service is applied online, the Customer is still required to submit the relevant documents prescribed under Clause 5.3 herein to SNSB within reasonable period of the application.

5.2 Upon submission of the Application Form (whether online or offline), the Customer shall ensure that all information (and documents) submitted to SNSB for the purpose of subscribing to the Service (including information requested to be submitted with the Customer's Application Form or information upon SNSB's request) are accurate, true and current. The Customer undertakes to inform SNSB of any change of the Customer's information provided earlier to SNSB within fourteen (14) days of such changes. Failure by the Customer to notify SNSB 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.

5.3 The Customer is required to submit to SNSB the following supporting documents together with the Customer's signed and completed Application Form:

- For Malaysian:
 - Individual - a copy of the individual's identity card (both sides)
 - Companies/Firm/Organization – all relevant documents which are requested by SNSB
- For Non-Malaysian:
 - o Individual - a copy of the Customer's passport.

5.4 Deposit

a) The Customer may be required to deposit an initial sum ("Initial Deposit") to SNSB when SNSB deemed fit and necessary.

The value of the Initial Deposit shall be maintained for the duration of the term of subscription of the Service.

b) The Initial Deposit shall not be treated as a payment to set off any outstanding payment by the Customer save and except for successful termination of the relevant Services

5.5 In order to subscribe and establish connection to the Service, the Customer may use the Leased Equipment provided by SNSB or his own equipment to be connected to the Customer's telephone line to enable usage of the Service.

5.6 The Customer is allowed to subscribe for one (1) broadbandService per installation address and in any case, up to a maximum of three (3) broadbandService for three (3) distinct installations addresses. Any requirement for the Customer's subscription in excess of the aforesaid number of subscription shall be subject to SNSB's approval at its absolute discretion.

5.7 SNSB shall be entitled, at its absolute discretion, to reject or suspend the Customer's application or Registration or installation of the Service (a) if the Customer is blacklisted in SNSB's system and record due to outstanding or non-payment of subscription fee or charges for any of SNSB's or its affiliates' services and subscribed by the Customer; or (b) subscription by the Customer of any of SNSB's or its affiliates' services is suspended or terminated for any reason attributable to the Customer's default; or (c) if the Customer has criminal record or attempt to defraud SNSB; or (d) SNSB 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, SNSB is of the reasonable opinion that the Customer may not likely be able to perform its obligations under the terms herein. Subject however that in case of the matter falling under Clause 5.7(a) above, SNSB may, at its absolute discretion, consider Customer's application when all outstanding payment due to SNSB or its affiliates has been fully paid.

5.8 Advance Payment

(a) Broadband service application made without the verification of MyKad , customer may be subjected to an upfront payment of RM100.00 (Malaysian Citizen) and RM 500.00 (non-citizen or a permanent resident of Malaysia). The upfront payment is payable within ten (10) days, effective from the date of Service Activation, failing which the account will be suspended. The amount will be credited into the customer's account and reflected in the customer's bill. SNSB reserves the right to terminate the account in the event no advance payment is received within thirty (30) days from the date of Service Activation. Upon termination, any partial payment received shall be deducted as part payment for liquidated damages and will be reflected in the service bill

6. Service Availability

6.1 Upon receipt by SNSB of all the supporting documents specified in Clause 5.3 hereof, SNSB shall register the Customer's application verify and confirm availability of the Service at the Customer's designated address as stated in the Customer's Application Form ("Designated Address").

6.2 In the event that the Service is not available in the Designated Address, SNSB may inform the Customer and the Customer's application will be kept in SNSB's record as a waiter pending availability of

the Service at the Designated Address. Where the Customer's application is recorded as a waiter, SNSB makes no guarantee or warranty to the Customer that the Service will become available at the Designated Address, and SNSB shall not be held liable or responsible in the event that SNSB are unable to provide such Customer with or facilitate availability of the Service at the Designated Address.

6.3 In the event that the Service is available at the Designated Address, SNSB shall forthwith fix an appointment for and carry out the installation of the Service for the Customer in accordance with the provisions of Clause 7 hereof, unless specified otherwise. For avoidance of doubt and subject to Clause 8.5 hereof, SNSB shall not be responsible or liable for any problem arising between the Customer and SNSB in its capacity as the telephone line providers that may affect the availability of the Service. If there should be any interruption or termination of the SNSB Service by SNSB, this will affect the availability of the Service in which event, SNSB reserves the right to terminate the Service accordingly.

7. Installation & Account Activation

7.1 Unless otherwise arranged or provided to the Customer, SNSB and/or its appointed contractor shall fix an appointment date with the Customer for installation of the Service at the Designated Address by SNSB and/or its appointed contractor, subject to the Customer confirming the readiness and availability of all the following basic service and equipment required for the Service:

- a) AC power supply for modem (broadbandService only);
- c) Hubs, Routers, Servers (for networking purposes);
- d) Internal wiring (applicable for Jomconnect Service);
- e) Personal computer (with CD Drive and LAN connection card (NIC)) and must conform with the specifications described by SNSB upon registration (Jomconnect Service only);
- f) DSL Modem (if modem for the broadbandService is not leased from SNSB as part of the broadband Service package subscribed);
- g) Approval in writing of the developer or building management corporation or the building owner, in the event that the Customer's premise is located at the high rise building that need the said approval for the installation of the Service; and
- h) Any other requirement as SNSB may notify to the Customer from time to time.

7.2 Upon SNSB's satisfaction that the Customer is ready with all the basic service and equipment required for the Service as specified in Clause 7.1 above, SNSB and/or its appointed contractor shall confirm the appointment date and SNSB and/or its appointed contractor shall carry out the installation

of the Service at the Designated Address within thirty six (36) hours from SNSB's confirmation thereof, at such time as may be agreed by the Parties.

7.3 In the event that the Customer is not ready with the basic equipment as required in Clause 7.1 above, SNSB may at its sole discretion allow the Customer to defer the installation date for a period of fourteen (14) days. If after such fourteen (14) days period, the Customer is still not ready with the basic equipment, SNSB may in its absolute discretion cancel the Customer's registration for the Service, unless the Customer submits a request in writing to SNSB within the said fourteen (14) day time frame to further defer the installation date for the Service and SNSB approves the same. Any such cancellation of the Service shall be at the Customer's own cost. The Customer may reapply for the Service subject to availability of the Service at the relevant point in time.

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 and informed to the Customer by SNSB from time to time.

8.2 The Fees shall be continuously chargeable and payable by the Customer upon connectivity of the Internet access to the Customer's Equipment regardless of the usage.

8.3 Save and except as otherwise provided in this Agreement, payment of the fees for the Service shall be payable in advance from the Activation Date. The Customer shall be liable for and shall promptly pay to SNSB, within the time period specified in SNSB's bill for the Service, all charges, fees, rentals, costs or other amounts whatsoever as shown in SNSB 's bill, notwithstanding that the Customer may dispute the same for any reason(s) whatsoever.

8.4 In the event of suspension or termination of the User Account at any time during the Minimum Subscription Period, except where such termination arises from SNSB's breach or fault or an event of Force Majeure, then the Customer shall be liable to pay to SNSB all fees for the Service outstanding to SNSB including the administration charges or any other amount as imposed by SNSB from time to time.

8.5 In the event that the SNSB Service is disconnected for any reason whatsoever due to the Customer's default , the Customer shall continuously be responsible to pay the monthly subscription fee for the Service until the termination of the Service in accordance with the terms and conditions of this Agreement.

9. Payment, Billing and Credit Limit

9.1 In the event the amount stated in SNSB 's bill or any part thereof remains unpaid after the due date, SNSB reserves the right to charge the Customer interest on the sum that remains unpaid as aforesaid at the rate of 1.5% per month to be calculated from the due date to the date of full payment.

9.2 The billing date will commence from the Activation Date.

9.3 SNSB will issue the bill on monthly basis and the Customer is obligated to do reasonable inquiry in the event that he has not received the bill within the expected period. The Customer hereby acknowledges that 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 SNSB for the Service.

9.4 SNSB shall investigate any billing dispute by Customer if written submission of any dispute is made by Customer to SNSB within thirty (30) days from the date of a bill. Determination by SNSB 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 Customer acknowledges and agrees that in the event Customer made any over payment of any account for any services rendered by SNSB to Customer, SNSB reserve the right to use/offset such 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 broadband Service or for undisputed outstanding fee or charges under any other account for other services subscribed by Customer with SNSB (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, SNSB shall refund any Credit Balance to Customer for Customer's terminated account(s) subject to Clause 9.6 below. For Customer's non-terminated accounts, the said Credit Balance shall be credited to the accounts for next SNSB's bill.

9.6 Customer hereby acknowledges and agrees that, any Credit Balance amounting to RM10 and below in any Customer's terminated account(s) will not be refunded to Customer and SNSB shall be allowed to absorb the said Credit Balance as administration fees for the Service and/or other services provided or may be provided by SNSB

9.7 Customer agrees that SNSB may, at any time and from time to time and without in any way waiving any of its right herein, implement credit limit to Customer's usage of the Service subject to the following:

- a) SNSB shall endeavour to provide prior notice to Customer either by direct communication to Customer i.e via written notice or email or notification and updates via SNSB's website;
- b) any credit limit imposed shall operate as the maximum amount permissible for total charges outstanding inclusive of unbilled charges and may, from time to time, be reviewed at SNSB's discretion;
- c) SNSB may block, suspend or terminate Customer's use of the Service once the credit usage has reached its limit;
- d) credit limit as may be imposed by SNSB to its customers may vary with each customer;

e) Customer shall solely be responsible in ensuring that any credit limit imposed be adhered to and SNSB shall not in any way be responsible in ensuring that Customer's usage of the Service will not be exceeded;

f) SNSB shall endeavour to notify Customer via email or sms or Interactive Voice Message (IVR) message or such other medium of communication upon the occurrence of any of the following (i) when Customer's usage has reached 70% of the credit limit; (ii) when Customer's usage has reached 90% of the credit limit; (iii) when Customer's usage has reached or exceeded 100% credit limit and whereupon, SNSB may suspend the Customer's usage of the Service; (iv) when Customer's account has been suspended due to credit limit; (v) when Customer's account has been reactivated; (vi) when Customer's credit limit has been changed whether upon request or otherwise; or (vii) when Customer's credit limit change request has been approved/rejected (upgrade/downgrade); and

g) Notwithstanding the implementation of the credit limit as aforesaid, Customer acknowledges that SNSB may, at its absolute discretion, suspend the availability of or terminate the Service in the event of failure by Customer to pay any outstanding sum for the Service as and when it falls due or, for failure by Customer to pay any outstanding amount of subscription fee or charges for any of SNSB's or its affiliates' other services and subscribed by the Customer.

10. Alteration/Modification

Any alteration/modification/restoration/investigation to the Service or Service configuration, and/or relocation of the Service based on the Customer's request is chargeable to the Customer at a rate as specified in the Application Form or any other rate as may be specified by SNSB from time to time.

11. Change of Service Package Plan

a) The Customer is not allowed to downgrade the Service package plan during the Minimum Subscription Period.

b) Subject to Clause 11.3 and 11.4 hereinafter mentioned, the Customer may upgrade the Service package plan during the Minimum Subscription Period.

c) Any request by the Customer for upgrades or downgrades of his Service package plan after the Minimum Subscription Period shall be subject to SNSB's written approval which consent shall not be unreasonably withheld. For any allowable upgrades or downgrades as aforementioned, installation, activation and any other applicable fees will be charged to the Customer at a rate specified by SNSB from time to time.

d) The Customer may request for upgrades of his Service package plan at any time during the Term of this Agreement subject to the upgrade rate as may be prescribed by SNSB which shall be payable

upon such application to upgrade. For the avoidance of doubt, in the event of termination of the Service before the expiry of the Minimum Subscription Period, the Customer shall be liable to pay the upgrade rate of Service fees for the remainder of the Minimum Subscription Period.

12. Customer's Responsibilities

The Customer shall:

- a) be responsible for the set-up or configuration of his own equipment for access to the Service;
- b) ensure his readiness for installation of the Service on the appointment date in accordance with Clause 7 hereof;
- c) comply with all notices or instructions given by SNSB from time to time in respect of the use of the Service;
- d) be solely responsible for obtaining, at his own cost, all licences, permits, consents, approvals, and intellectual property or other rights as may be required for using the Service;
- e) comply with the rules of any network to which the Customer has access through the Service;
- f) 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 Communication and Multimedia Act, 1998;
- g) be solely responsible for all information retrieved, stored and transmitted by the Customer through the use of the Service;
- h) obtain SNSB's prior approval before making any changes to the network configuration and interconnecting the private network to any public network;
- i) be responsible for ensuring that the Customer's personal computer is equipped with network card;
- j) provide basic infrastructure for installation of the Leased Equipment including but not limited to internal wiring and in the event that the Customer is not leasing the Leased Equipment from SNSB, the Customer shall be responsible for purchasing the equipment at his own cost to enable connectivity of the Service;
- k) pay and settle all fees and any other charges due to SNSB in accordance with this Agreement;
- l) abide and adhere to the terms and conditions of this Agreement; and
- m) be responsible to maintain in good condition any Leased Equipment by SNSB. In the event any of the Leased Equipment is faulty, lost or damaged due to any fault or negligence of the Customer, the

Customer will have to bear the cost of the Leased Equipment according to its depreciated value that shall be determined by SNSB.

13. Prohibited Use

The Customer shall:

- (a) not use the Service for any unlawful purpose including without limitation for any criminal purposes;
- (b) 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;
- (c) not compromise or infect any systems with computer viruses or otherwise;
- (d) not infringe any intellectual property rights of SNSB, its related companies and subsidiaries or any third party;
- (e) 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;
- (f) not share the Service with any person including a company or corporation without the prior written approval of SNSB and shall use the Service only for the purpose for which it is subscribed;
- (g) not resell or sublet the Service to any third parties without prior written consent from SNSB;
- (h) not use the Service in any manner, which in the opinion of SNSB 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. 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 report to SNSB within twenty four (24) hours if the User Account, user identification or password is stolen or lost.

14.4. Until such report has been made, the Customer shall be responsible for all transactions and access to the Service using the User Account, user identification or password by any third party and SNSB shall not be held responsible for any prohibited and/or unauthorised 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 SNSB for use of the Service the Customer shall:

- (a) take appropriate measures to safeguard the Leased Equipment;
- (b) properly maintain and keep the Leased Equipment at a safe place;
- (c) adhere to all instructions and notice (written or otherwise) given by SNSB from time to time regarding the use of such Leased Equipment;
- (d) be responsible for all costs of repairs incurred in relation to the Leased Equipment in the event it is proven that any fault in such Leased Equipment whether by act or omission is caused by the Customer;
- (e) return and surrender the Leased Equipment to SNSB in the same condition as and when it was first provided to the Customer, normal wear and tear excepted, upon termination of the Service;
- (f) be liable to pay SNSB for any Leased Equipment which the Customer fails to return or surrender to SNSB upon termination of the Service;
- (g) not hold SNSB liable in the event that the Customer's own equipment and/or other devices is damaged due to including but not limited to floods, fire and lightning strike whilst using the Leased Equipment; and
- (h) not hold SNSB liable or responsible in the event that SNSB are unable to replace or change the Leased Equipment to a similar model or type as the Customer's existing Leased Equipment and SNSB reserves the right to replace the Leased Equipment to any model or type available at the relevant time, at SNSB's sole discretion.
- (i) In the event of any interruption, loss or unavailability of the Service and/or any technical faults encountered with the Leased Equipment, the Customer may request for technical support and basic troubleshooting of the same from SNSB. Upon visiting the Customer's premises, if SNSB and/or its appointed contractor determines that such interruption, loss or unavailability of the Service is not attributable to or caused by any fault in the Leased Equipment or SNSB's network, then SNSB reserves the right to impose charges at the rate as specified in the Application Form or any other rate as may be prescribed by SNSB from time to time for the visit to the Customer's premises.

16. Customer's Equipment Installation, Security & Maintenance

16.1. The Customer shall prepare all applicable Customer's equipment at the Designated Address in accordance with Clause 7 herein and/or any other specifications SNSB 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 SNSB.

16.2. The installation of the configuration and software for the Customer's equipment can be conducted by the Customer themselves as per SNSB's guidelines. The Customer acknowledges that such installation shall be at the Customer's own risk.

16.3. In the event that the Customer's premise is located at the high rise building that need the approval of the developer or the building management corporation or the building owner for the installation of the Service, as the case may be, the Customer shall ensure that he has obtained such consent to enable SNSB and/or its appointed contractor to do the installation without any disruption.

16.4. SNSB 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.

16.5. SNSB and/or its appointed contractor shall not be liable or responsible for any technical problem, loss, interruption or unavailability of the Service, or other loss or damage suffered by the Customer which arises from or is caused by the Customer's equipment, whether connected to SNSB's equipment or otherwise.

16.6. In the event the Customer requests for SNSB's appointed contractor to conduct further technical investigation for the purpose of identifying and/or rectifying any problem arising from the Customer's equipment and SNSB's appointed contractor agrees to render such assistance, SNSB will not be involved or responsible for any fees or charges for such additional support services which SNSB's appointed contractor may impose on the Customer. SNSB shall not be liable or responsible for any loss or damage suffered by the Customer howsoever caused, whether negligent or otherwise arising out of the provision of additional support services to the Customer and/or in relation to the Customer's equipment by any appointed contractor.

16.7. The Customer shall be solely responsible for the safety and security of the Customer's equipment. The Customer shall take all the necessary and proper steps to prevent and avoid any abuse, misuse or exploitation of the Customer's equipment during the continuance of the Services. The Customer further agrees to take the necessary and proper steps as may or may not be recommended by SNSB to ensure security of the Customer's equipment. The necessary and proper steps may include, but not limited to conduct regular maintenance of security of the Customer's equipment.

16.8. The Customer hereby agrees to accept responsibility for all activities that run through the Customer's equipment whether or not authorized by the Customer. Notwithstanding to the contrary, in the event SNSB discovers or has reasonable suspicion of any irregular and/or fraudulent activity being conducted through the Customer's equipment, SNSB reserves the right to refuse service, terminate and/or suspend the Service in its sole discretion without prior notice.

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

18.1 Without prejudice to any other rights or remedies and notwithstanding any waiver by SNSB of any previous breach by the Customer, SNSB may suspend the Service for a period determined by SNSB in its sole discretion in the event that: (a) any fee and/or payment due hereunder for the Service provided is not settled in full on due payment date; (b) in the event the Customer fails to comply with the terms of this Agreement; (c) any scheduled or unscheduled outages occur which cause interruption to the Service, including but not limited to maintenance of SNSB's equipment or systems; (d) the Customer provided false or incomplete information to SNSB; (e) when the Customer become bankrupt or insolvent; (f) in any Force Majeure event; or (g) the Customer is in breach of any rules, regulations, by laws, acts, ordinances; (h) termination/suspension of Jomconnect service which leads to termination of broadband service. For avoidance of doubt, any suspension or termination of the relevant Service shall not prejudice the right of SNSB to recover all charges, costs, and interests due and any other incidental damages incurred thereto.

18.2 In the event of any suspension of the Service by SNSB in accordance with Clause 18.1(a) and Clause 18.1(b) hereof, SNSB 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. SNSB shall have the right to impose on the Customer a reconnection fee at a rate as specified by SNSB from time to time.

18.3 For the avoidance of doubt, the abovementioned suspension exercise shall not prejudice the right of SNSB to continuously bill the Customer for the subscription 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 Customer's Service by SNSB, 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, SNSB may at its discretion charge the Customer a reconnection fee for the Service at the rate stated in the Application Form or any other rate as may be prescribed by SNSB from time to time.

19. Internet Access Speed and Internet Usage

19.1. The Customer understand and acknowledges that the internet access speed for the broadbandService may be affected as a result of the following factors: (a) location of website where users may experience lower speeds from some international websites; or (b) capacity of visited web server, in that, some web servers cannot cope with huge traffic demand from users or do not have enough capacity or where download speed is restricted to ensure fair level of service; or (c) network congestion as a result of network maintenance or outages or; (d) running multiple applications simultaneously like using other applications such as Peer-to-Peer like Bittorent; or (e) accessing internet through WiFi that will cause slow speed than by wire; or (f) operating system where some configuration of users' operating system may slow down internet performance.

19.2. The usage of Internet including but not limited to the capping of total usage of Internet access service for download and upload and fair level of usage of the broadband Service is subject to SNSB's Fair Usage Policy (FUP)

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:

- (a) 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;
- (b) 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,
- (c) any event of Force Majeure occurs as specified in Clause 31 hereof, which continues for a period of more than sixty (60) days.

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

- (a) fails to comply with SNSB's policy(ies) and/or instruction(s) communicated to the Customer, in writing; or

(b) 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, SNSB may terminate the Service under this Agreement immediately, without penalty, if:

(a) the Customer fails to make payment of fees, Charges and/or any sum due to SNSB within the stipulated time. Notwithstanding the termination by SNSB, the Customer shall remain liable for all fees due and owing to SNSB during the Minimum Subscription Period;

(b) the Customer fails to comply with the terms of this Agreement, and SNSB, 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; and/or,

(c) the Customer provided false or incomplete information to SNSB.

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

20.5 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Cancellation or unilateral termination by Customer for any reason whatsoever shall only be done by Customer in person at SNSB office or appointed agents. In the event that the Customer wish to terminate their current services, SNSB will not guarantee that any prior service will be provided.

20.6 Upon termination of the Service or the Agreement, all monies owing by the Customer to SNSB shall immediately become due and payable and the Customer shall upon demand by SNSB settle all amounts within the time stipulated by such demand. The Customer shall forthwith return the Leased Equipment (if any) to SNSB in a good condition (fair wear and tear excepted).

20.7 Subject to Clause 20.5 aforementioned, any termination (based on service number) shall be subject to thirty (30) days Quarantine Period from date of termination

20.8 Any fee and/or charge paid by the Customer to SNSB pursuant to this Agreement shall not be refundable upon termination of the Service by the Customer.

20.9 SNSB 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. SNSB 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 and/or the Leased Equipment for a particular purpose of the Customer.

21.2. SNSB shall not be liable to the Customer for any direct and incidental loss, cost, claim, liability, expenses, demands or damages whatsoever (including any loss of profits, loss of savings or incidental or consequential damages), arising out of the Customer's failure or inability to use such Leased Equipment provided by SNSB hereunder. SNSB's liability (if any) is limited to restore and if necessary to replace the Leased Equipment if SNSB decides that the Leased Equipment is not in working conditions or faulty not due to the Customer's act or omission.

21.3. SNSB shall not be liable in the event that the Customer's own equipment and/or other devices is damage due to Force Majeure Event including but not limited to floods, fire and lightning strike while using the Service. SNSB's liability (if any) during installation and/or restoration of any reported faulty of the Leased Equipment shall not cover the wiring or cabling connecting the Leased Equipment or the Customer's equipment and the building management corporation or the building owner power house.

21.4. SNSB 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.

21.5. While every care is taken by SNSB in the provision of the Service, SNSB shall not be liable for any loss of information 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.

21.6. The Customer shall be solely responsible, and SNSB 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.

21.7. The Customer is not entitled to make any claim against SNSB for any damages or accidents caused to the Customer by a high capacity electrical current (which is not produced at SNSB's premises) brought to the Customer's Premises through the Internet Medium of Access. However, SNSB will take all reasonable measures to avoid damages and accidents arising from this Clause.

22. Indemnity

22.1. The Customer undertakes and agrees to indemnify, save and hold harmless SNSB 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 SNSB may sustain, incur or pay, or as the case may be, which may be brought or established against SNSB 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 safety and security of Customer's equipment under and pursuant to this Agreement and which are attributable to the act, omission or neglect of the Customer, his servants or agents.

22.2. SNSB shall use its best endeavours 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 of the Service caused unless such default, error, omission or loss is due to the willful neglect or fault of SNSB. Notwithstanding the aforementioned, the extent of SNSB's liability shall be limited to correcting the failure of the Service only.

23. Confidential Information

Save and except with the prior written consent of the other Party, 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. For the avoidance of doubt, SNSB may disclose any confidential information in regards to this Agreement to Summernet Sendirian Berhad and its affiliates in its ordinary course of business and/or on need to know basis as the case may be.

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 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

SNSB shall 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 SNSB to the Customer in such manner as SNSB deems 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 or obligations under this Agreement to any other person whatsoever except with prior written approval of SNSB. SNSB may assign or novate this Agreement or any part thereof to anybody corporate which is a parent company, subsidiary or related company of SNSB and consent for the abovementioned is hereby given by the Customer.

28. Binding on Successors

These terms and conditions shall binding upon the successors, executors, administrators, personal representatives and assign of the Customer and upon the substitute and assigns of SNSB.

29. Indulgence and waiver

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

29.2. Failure by SNSB 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 SNSB of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.

30. Notice

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 application 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

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 (whether or not involving either party's employees), 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

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

33. Costs and Taxes

33.1 The Customer shall bear the stamp duty on this Agreement.

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 Jomconnect Service by SNSB. In particular, where Service Tax ("ST") is applicable to SNSB as the supplier under this Agreement, SNSB is entitled to charge the ST payable to the Government on the Service and/or any SNSB services or equipment supplied to the Customer.

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

SNSB shall:

- (i) provide to the Customer information that may be reasonably required to establish its liability for GST; and
- (ii) 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
- (iii) 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.

If the fees, charges, damages or any other monies due hereunder by the Customer to SNSB 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) SNSB's solicitors fees and any other fees or expenses incurred in respect of such collection as may be determined by the Court of Law.

34. Customer's Warranties and Acknowledgement

34.1 The Customer hereby warrants that:

- (a) he has the legal capacity to enter into this Agreement and is not a minor; and
- (b) 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:

- (a) 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 SNSB accepting the application;
- (b) the details and documents provided to SNSB together with the Application Form are true, genuine and contain the latest information and allows SNSB to conduct independent verification of the same with any organization or body.

34.3 Notwithstanding the above, SNSB shall reserve the right to reject the application or require the Customer to furnish further details or documents as SNSB deems fit and necessary without assigning any reason whatsoever.

34.4 The Customer further acknowledges and agrees that:

- a) It is SNSB's policy to use the Customer's data and personal information acquired through the registration process or through the Customer's use of SNSB's products and services for its business purposes;
- b) SNSB may use the Customer's personal information for the internal purposes of customizing advertisements and content on the website(s) and SNSB's partner sites, providing information to the Customer of other products and services available from

SNSB 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);

- c) SNSB will disclose the Customer's 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, court orders or legal process; and/or
 - (ii) protect and defend the rights or property of SNSB and its users.

C. ADD-ONS TERMS AND CONDITIONS

Specific terms applicable for the relevant Add-Ons are available for viewing at www.summernetsb.com

BUSINESS

SECTION 7: IMPORTANT ACKNOWLEDGEMENT (MUST READ)

General (9)

1. Minimum subscription period for Business & Residential Broadband standard package is 36 months
2. If the Customer terminates the service before the end of minimum subscription period, Customer must pay the penalty of RM 600 for OIAB, RM 350 for Standard Business & Residential Broadband Package and RM500 for Jomconnect.
3. The 1st bill will include the installation charge, activation charge (for Business Broadband Package) as well as 2 months' Subscription Fee payable upfront (current & subsequent month).
4. Customer shall bear the cost for on site support visit requested from SNSB at the rate of RM50.00 per visit. The charge is not inclusive of any materials or equipment replacement charges that the Customer may be required to pay to SNSB.
5. The Customer understands and acknowledges that the internet access speed for the Service may be affected as a result of the following factors:
 - a. location of website where users may experience lower speeds from some international websites; or
 - b. capacity of visited web server, in that, some web servers cannot cope with huge traffic demand from users or do not have enough capacity or where download speed is restricted to ensure fair level of service; or
 - c. network congestion as a result of network maintenance or outages; or
 - d. running multiple applications simultaneously like using other applications such as Peer-to-Peer Bittorent; or
 - e. accessing internet through WiFi that will cause slow speed than by wire; or

f. operating system where some configuration of users' operating system may slow down internet performance.

9. Upon termination the due amount displayed in SNSB system or bill received by customer (before termination date is not final amount). SNSB will issue a final bill after all relevant services (including penalty if relevant) are calculated. Upon issuance of final bill customer is required to make immediate full payment. Failure to make required payment SNSB will have the right to initiate legal proceeding without any notice to recover the due amount.

Jomconnect

1. A new Minimum Subscription Period will be imposed (refresh) upon any request for downgrade made within the Minimum Subscription Period. For any upgrade or downgrade request that requires a visit by SNSB to customer's premises, an additional fee of RM200.00 will be imposed.

2. Installation Fee only covers the standard Jomconnect installation practice. This excludes charges imposed by external contractors for concealed wiring, wiring over the ceiling, customised wiring, etc.

3. A fee of RM200.00 shall be charged for inaccessibility to premises and/or deferment of installation on the day of installation. Any changes or deferment must be made at least 24 hours before the appointment time. Any re-appointment is subject to time slot availability.

4. Upon termination of Jomconnect service, customer shall return the BTU/Devices to SNSB. Failure to do so, Customer may need to pay RM500.00 to SNSB for the penalty.

5. For Jomconnect service application made without the verification of MyKad, customer may be subjected to an upfront payment of RM100.00 (Malaysian Citizen), at SNSB's discretion. However, an upfront payment of RM 500.00 is applicable for a customer who is a non-citizen or a permanent resident of Malaysia. The upfront payment is payable within ten (10) days, effective from the date of Service Activation, failing which the account will be suspended. The amount will be credited into the customer's account and reflected in the customer's bill. SNSB reserves the right to terminate the account in the event no advance payment is received within thirty (30) days from the date of Service Activation. Upon termination, any partial payment received shall be deducted as part payment for the agreed liquidated damages, as set in Clause 8.4 of the General Terms and Condition for Jomconnect.

6. Free installation and activation applicable for standard installation only. If your premise requires Non-standard installation or additional cabling, extra charges will be imposed by SNSB Contractor.

7. SNSB will not provide telephone set for installation of Jomconnect subscription. Customer are encouraged to redeem the telephone set at SNSB office or any appointed agents

*Price displayed is excluding of 6% Service Tax

