

## P1 VOICE TERMS AND CONDITIONS

These terms and conditions govern all P1 Voice Service and Devices (if any) provided by Packet One Networks (Malaysia) Sdn Bhd (571389-H) (“Service Provider”) to you (“Subscriber”).

(Each of Service Provider and Subscriber are hereinafter collectively referred to as “Parties” and individually as “Party”).

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING UP FOR THE P1 VOICE SERVICE. BY ACCEPTING AT THE END OF THESE TERMS AND CONDITIONS, SUBSCRIBER CONFIRMS ACCEPTANCE OF THE TERMS AND CONDITIONS POSTED ONLINE. SERVICE PROVIDER RESERVES THE RIGHT TO UPDATE OR REVISE THESE TERMS AND CONDITIONS FROM TIME TO TIME. SERVICE PROVIDER MAY GIVE NOTICE OF AMENDMENT TO SUBSCRIBER IN SUCH A MANNER AS SERVICE PROVIDER DEEMS APPROPRIATE. CONTINUATION OF ACCESS TO OR USE OF THE P1 VOICE SERVICE SIGNIFIES ACCEPTANCE BY SUBSCRIBER OF CHANGES TO THESE TERMS AND CONDITIONS.**

THESE P1 VOICE SERVICE TERMS AND CONDITIONS SHALL BE READ IN CONJUNCTION WITH THE P1 4G TERMS AND CONDITIONS WITHOUT EXCEPTION, ACCESSIBLE IN DETAIL AT [www.p1.com.my](http://www.p1.com.my) AND SHALL, INTER ALIA, REPLACE, MODIFY OR ENHANCE THE SAME, MUTATIS MUTANDIS, ONLY IN SO FAR AS THE TERMS AND CONDITIONS OF P1 4G ARE NECESSARY TO BE READ IN CONJUNCTION WITH THESE P1 VOICE TERMS AND CONDITIONS.

### 1. Definitions and Interpretation

The following words have the following meanings in this Agreement, unless the contrary intention appears:

“**Service Activation Date**” means the date when the P1 Voice Service is activated by the Service Provider, as more particularly described in Clause 3.3;

“**Credit Limit**” means the maximum amount of credit usage (equivalent in RM) extended to the Subscriber in a month, before payment is due and payable;

“**Designated Address**” means Subscriber’s designated address as stated in Subscriber’s Application Form (as more particularly described in Clause 5.1);

“**Packet One**” means Packet One Networks (Malaysia) Sdn. Bhd. (571389-H), or any of its related companies (as defined in the Companies Act 1965);

“**Packet One Network**” means equipment, software and facilities operated by Packet One to enable the provision of the Service to Subscriber;

“**Registration Date**” has the meaning ascribed to it in Clause 3.1;

“**P1 Voice Service**” is defined to include P1 Voice services as set forth in the service specific schedule attached hereto;

“**Device**” means P1 Gateway (to enable P1 Voice Service) and any other equipment/ devices provided by P1; and

“**Terms**” has the meaning ascribed to it in Clause 2.

### 2. Provision of P1 Voice Services

Service Provider agrees to provide and Subscriber agrees to use the P1 Voice Service subject to these terms and conditions, including any schedules and exhibits, as amended by Service Provider from time to time (“Terms”).

### **3. Commencement of P1 Voice Service**

- 3.1. These Terms shall become effective on the date on which Service Provider accepts Subscriber’s application for the P1 Voice Service (“Registration Date”) and, subject to contrary provisions provided herein, shall continue to be effective until P1 Voice Service provided hereunder has expired or duly terminated.
- 3.2. Service Provider reserves the right to decline any application without assigning any reason thereto.
- 3.3. The P1 Voice Service shall commence on the Service Activation Date. Subscribers must create an online P1 Self Care account once their service is activated.

### **4. Application for the P1 Voice Service Registration**

- 4.1. Subscriber shall execute a registration form which shall comprise the Subscribers details, the subscribed plan(s) and product(s), PSTN Geographical Number assigned, Device(s) information and payment method.
- 4.2. Subscriber shall ensure that all information submitted to Service Provider for the purpose of subscribing to the P1 Voice Service are accurate, current and complete and Subscriber undertakes to inform Service Provider of any updates to such information in accordance with Clause 15 below.

### **5. P1 Voice Service Availability**

- 5.1. Availability of the P1 Voice Service shall only be at areas and premises designated ready to receive the P1 Voice Service, which will be defined by the Service Provider.
- 5.2. P1 Voice Service shall only be available at the registered service address as per the Registration Form (subject to availability).

### **6. P1 Voice Service Packages**

- 6.1. The Subscriber has the option to select P1 Voice Service based on a monthly commitment fee together with or without a subscribed contract period as collectively described in the P1 Voice Registration Form or on Service Provider’s website.
- 6.2. The Service Provider shall decide on the pricing for the packages mentioned in Clause 6.1 and shall notify the Subscriber upon registration to P1 Voice Service.
- 6.3. The Contract Period shall commence on the date of Service Activation and end at the expiry of the Contract Period and the Subscriber will be allowed to upgrade the service at any time from the date of activation (for new subscribers).
- 6.4. Once the Contract Period ends, the P1 Voice Service will continue automatically on a month to month basis and there are no restrictions on the Subscriber to choose any of the available service plans at that time to continue with the P1 Voice Service.
- 6.5. For P1 Voice Service, the Subscriber is allowed to upgrade or downgrade the P1 Voice Service plan free of charge at any time from the date of Service Activation,

such upgrade or downgrade is permitted only once a month based on the billing cycle.

**7. Delivery of the Device (only applicable for West Malaysia)**

- 7.1 Each Subscriber shall receive the respective Device(s) and other items in a package for P1 Voice Service (if applicable) subscribed.
- 7.2 Upon successful registration, Subscriber has the option to call in and request for the Device to be delivered to the Subscriber premises. Should the Subscriber choose the Device to be delivered, the Device shall be delivered to the P1 Voice Service Address as stated in the Registration Form or otherwise (“the said Premise”) specified by the Subscriber and shall determine the delivery date of the Device to the said Premise.
- 7.3 The Service Provider shall deliver the Device to the Subscriber within three (3) working days from the date of request by the Subscriber.
- 7.4 In the event the Subscriber is not available during the delivery of the Device, acceptance by a third party shall be considered as a successful deliver of the Device to the Subscriber.
- 7.5 In the event Subscriber requests for delivery of any Device (if required for the connectivity of P1 Voice Service), a Delivery Charge in the sum of Ringgit Malaysia Twenty (RM20.00) shall be billed into the first bill and shall be payable by the due date.
- 7.6 The Service Provider shall ensure that the Device is in good and working condition and in the event the Device is not in good and working condition, the Service Provider reserves all the right to deliver a new Device or use a refurbished Device to be exchanged with the Subscriber’s faulty/damaged Device within three (3) days from the date of request from the Subscriber.
- 7.7 The Service Provider shall further ensure that for P1 Gateway, the device is free from any defects in workmanship or materials for a period of one (1) year from the date of registration. In the event the Device is not in good and working condition and is under warranty, the Service Provider reserves all the right to deliver a new Device or use a refurbished Device to be exchanged with the Subscriber’s faulty/damaged Device within three (3) days from the date of request from the Subscriber.
- 7.8 However, this warranty will not apply if the Device is modified, misused, tampered with, damaged in any way, and/or subjected to abnormal working conditions. Defects that do not significantly affect the usability of the Device will not be covered by the warranty.
- 7.9 The Subscriber shall ensure that the Device and any part thereof is in good and working condition during the contract period and in the event the Device or any other items in the package are damaged or lost due to the negligence of the Subscriber, the Subscriber shall immediately inform the Service Provider to purchase a replacement from the Service Provider only and shall pay the sum of Ringgit Malaysia One Hundred Ninety Nine (RM199.00) only for the P1 Gateway as a replacement cost .

- 7.10 However, if the Device or any part thereof is damaged or lost but is not caused by the negligence of the Subscriber, the Subscriber shall inform the Service Provider in writing together with the submission of the relevant documents i.e. police report etc wherein the Service Provider shall reserve the right to investigate whether to replace the Device or any part thereof with a fee or otherwise.

## **8. Charges**

- 8.1. The charges for the P1 Voice Service are based on the type of P1 Voice Service subscribed.
- 8.2. Except as otherwise provided in these Terms, the Subscriber shall be billed for the P1 Voice Service subscribed accordingly on a monthly basis. When the Subscriber activates the P1 Voice Service, pro-rated charges apply.
- 8.3. The first bill shall include the Full One-month Advance Monthly Access Fee, Pro-rated Monthly Access Fee and other charges (if applicable). The subsequent months fees shall be payable in the relevant months.
- 8.4. For P1 Voice Service, the Service Provider has by default provided the Credit Limit of Ringgit Malaysia One Hundred (RM100.00) only per plan subscribed. The Subscriber has the option to increase the Credit Limit wherein a deposit shall be collected from the Subscriber at the sole discretion of the Subscriber. However, in the event the Subscriber exceeds the given Credit Limit, all outgoing calls shall be barred until full payment of the total usage (billed & unbilled amount) is paid to the Service Provider. If the Subscriber decreases the given Credit Limit, the deposit paid for the earlier credit limit shall remain unchanged and refunded only upon termination.
- 8.5. A soft copy of the monthly bills can be viewed online via P1 Self Care portal in which the Subscriber shall receive an e-mail notification once a new bill has been placed online.
- 8.6. Payment of fees due and payable by the Subscriber to the Service Provider shall be made via auto debit by credit card, cash and other modes of payment acceptable by the Service Provider and the billing date shall commence on the Activation Date.
- 8.7. Subscriber shall be liable for and shall promptly pay to the Service Provider, within the time period specified in the Service Provider's bill for the P1 Voice Service, all charges, fees, costs or other amounts whatsoever shown in Service Provider's bill, notwithstanding that the Subscriber may dispute the same for any reason whatsoever.
- 8.8. Service Provider may from time to time revise the registration fee, activation fee, Device price and any other fees and charges for the P1 Voice Service. Service Provider may decrease the fees without providing advance notice. Increases to the fees for the P1 Voice Service are to take effect on such effective dates as may be specified by Service Provider provided that such effective dates shall be no sooner than thirty (30) days after Service Provider posts them on the website [www.p1.com.my](http://www.p1.com.my).
- 8.9. In the event that the P1 Voice Services are re-activated after suspension, there is a re-connection fee of Ringgit Malaysia Ten (RM10.00) only.

## **9. Subscriber's Responsibilities**

- 9.1. Subscriber shall:
- 9.1.1. be responsible for the set-up or configuration of his/her/its own equipment for access to the P1 Voice Service;
  - 9.1.2. comply with all notices or instructions given by Service Provider from time to time in respect of the use of the P1 Voice Service;
  - 9.1.3. be solely responsible for obtaining, at his/her/its own cost, all licenses, permits, consents, approvals as may be required for using the P1 Voice Service;
  - 9.1.4. comply with any and all applicable laws and regulations of Malaysia, whether relating to the P1 Voice Service or otherwise including but not limited to the Communications and Multimedia Act 1998;
  - 9.1.5. be solely responsible for all information retrieved, stored and transmitted by Subscriber through the use of the P1 Voice Service;
  - 9.1.6. obtain Service Provider's prior approval before making any changes to the network configuration and interconnecting the private network to any public network;
  - 9.1.7. pay and settle all fees and any other charges due to Service Provider in accordance with these Terms;
  - 9.1.8. abide and adhere to all Service Providers Terms and Conditions; and
  - 9.1.9. and comply with the provisions of all Access Agreements executed between Service Provider and third parties.

## **10. Prohibited Use**

- 10.1. Subscriber shall:
- 10.1.1. not use the P1 Voice Service, any equipment, relevant technology and intellectual property rights for any unlawful purpose including but not limited to any criminal purpose;
  - 10.1.2. not use the P1 Voice 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;
  - 10.1.3. not disrupt the normal use of the P1 Voice Service for other subscribers;
  - 10.1.4. not compromise or infect any system with computer viruses or otherwise;
  - 10.1.5. not infringe any intellectual property right of P1 Voice Service Provider, its related companies and subsidiaries or any third party;
  - 10.1.6. not gain unauthorized access to any computer system connected to the Internet or any information regarded as private by any person including a company or corporation;
  - 10.1.7. not share the P1 Voice Service with any person including a company or corporation without the prior written approval of P1 Voice Service Provider and shall use the P1 Voice Service only for the purpose for which it is subscribed;
  - 10.1.8. not resell or sublet the P1 Voice Service to any third party; and
  - 10.1.9. not modify, reverse engineer, translate, disassemble or decompile the P1 Voice Service and Subscriber Premise Equipment, or otherwise to attempt to derive the source code of the software that enables the P1 Voice Service

and not use the P1 Voice Service in any manner, which in the opinion of P1 Voice Service Provider may adversely affect the use of the P1 Voice Service by other subscribers or efficiency or security as a whole.

- 10.2 In respect of the Terms under Clause 11.1 hereinabove Subscriber shall indemnify and keep the Service Provider indemnified against all costs, expenses, loss and damages that may arise out of Subscriber's non-adherence thereof.

## **11. Security**

- 11.1. Subscriber shall take all such measures as may be necessary to protect his/her/its own system and network.
- 11.2. Subscriber shall be responsible for maintaining the confidentiality of his/her/its passwords, if any, (including without limitation changing his/her/its passwords from time to time) and shall not reveal the same to any other person.
- 11.3. Service Provider shall not be liable for any loss Subscriber suffers as a result of not keeping his/her/its password and other security information confidential.
- 11.4. Subscriber acknowledges that Service Provider shall not be liable for the security of Subscriber's data or passing over the P1 Voice Service or the Service Provider Network and that Service Provider shall have no obligation to ensure, and makes no representations or warranties concerning the security of such data. Subscriber shall be solely responsible for the data retrieved, stored or transmitted through the P1 Voice Service or the Service Provider Network.
- 11.5. Subscriber agrees that Service Provider is not liable for any unauthorized access to Subscriber's data even where the access occurs as a result of a fault in the Service Provider's Network or any other equipment or software owned, operated or supplied by Service Provider.

## **12. Cancellation of P1 Voice Service**

- 12.1 In the event the Subscriber wishes to cancel/prematurely terminate the P1 Voice Services, the Subscriber is required to execute a Service Termination Form and forward the same to the Service Provider by hand, postal mail, email or fax together with the cancellation and early termination fee as explained in Clause 7.12 hereto
- 12.2 Upon receiving the Service Termination Form, the Service Provider shall process Subscriber's Service Termination Request and determine the Service Termination Date. Subscriber MUST submit the Service Termination Form and Service Provider MUST receive the Service Termination Form thirty (30) days in advance before the Service Termination Date.
- 12.3 For cancellation of the P1 Voice Services under a contract plan only the Subscriber shall pay Ringgit Malaysia Two Hundred Ninety Nine (RM299.00) only as an early termination handling fee. This is applicable to P1 Voice Service plans which have twelve (12) months contract period.

## **13. Suspension of P1 Voice Service**

- 13.1. Without prejudice to any other rights or remedies and notwithstanding any waiver by Service Provider of any breach by Subscriber, Service Provider may suspend all or

any of the P1 Voice Service for a period determined by Service Provider in its sole discretion in the event that:

- 13.1.1. Any fees and / or payment due hereunder for the P1 Voice Service provided which has not been settled in full and remains due and payable to the Service Provider;
- 13.1.2. Subscriber fails to comply with these Terms;
  - 13.1.2.1. there is reasonable suspicion of fraudulent or illegal activity by Subscriber;
  - 13.1.2.2. a legal authority requests Service Provider to do so; and / or
  - 13.1.2.3. any scheduled or unscheduled outage which caused interruption to the P1 Voice Service, including but not limited to maintenance of Service Provider's equipment or systems.
- 13.2. In the event of any suspension of the P1 Voice Service by Service Provider in accordance with Clause 14.1 hereof, Service Provider may if it deems proper reconnect the P1 Voice Service, in which event the P1 Voice Service and these Terms shall continue in effect as if the P1 Voice Service had not been suspended.
- 13.3. In the event the device is lost, stolen, damaged or otherwise including but not limited to Force Majeure, the Subscriber shall report this to the Service Provider and may suspend the P1 Voice Services until the said device is replaced at the Subscriber's own costs and expenses. The monthly subscription and commitment fees or any fixed charges shall be charged to the Subscriber accordingly during the suspension period whether the suspension of voluntary or involuntary.

#### **14. Change of Subscriber's Details**

Subscriber undertakes to update all information via online Self Care account of any change of Subscriber's information provided earlier to Service Provider. Failure by Subscriber to notify Service Provider of such changes shall be a waiver of Subscriber's right including the right to be notified under these Terms as the case may be.

#### **15. Activation Period**

- 15.1. This Agreement shall commence on the Service Activation Date and shall continue for the duration of the contract period.
- 15.2. Notwithstanding Clause 16.1, Service Provider may at any time discontinue the P1 Voice Service or any part thereof or terminate the Agreement without having to give any reason by giving thirty (30) days written notice to Subscriber. Service Provider shall have no liability to Subscriber for discontinuance of the P1 Voice Service or any part thereof or termination of the Agreement pursuant to this Agreement.

#### **16. Termination**

- 16.1. Without prejudice to any other rights or remedies of Service Provider under these Terms or at law, Service Provider may terminate any or all P1 Voice Service immediately, in the event:
  - 16.1.1. Subscriber breaches any term, condition, undertaking or warranty hereunder and such breach shall remain unremedied for a period of thirty (30) days after receipt of the written request to remedy the same;

- 16.1.2. any event of Force Majeure occurs as specified in Clause 26 hereof, which continues for a period of more than sixty (60) days;
- 16.1.3. Subscriber fails to comply with Service Provider's policy(ies) and/or instruction(s) communicated to Subscriber on-line and such non-compliance shall remain unremedied for a period of thirty (30) days after receipt of the written request to remedy the same;
- 16.1.4. Subscriber is in breach of any provision under Communication and Multimedia Act, 1998 and the Malaysian Communication and Multimedia Commission Act, 1998 or any other rules, regulations, by-laws, acts, ordinances or any amendments to the above; or
- 16.1.5. Service Provider has suspended any P1 Voice Service to Subscriber pursuant to Clause 14.1 & 14.2 for sixty (60) days or longer.
- 16.2. Subscriber may terminate any P1 Voice Service upon providing thirty (30) days written notice to Service Provider and the Subscriber remains liable to pay all fees, costs and charges due to the Service Provider prior to the termination date.
- 16.3. Notwithstanding the termination by Service Provider pursuant to Clause 17.1, Subscriber shall remain liable for all fees due and owing to Service Provider during the subsistence of this Agreement. Such termination shall not prejudice the right of Service Provider to recover all charges, costs and interest due and any other incidental damages incurred thereto.
- 16.4. Service Provider shall not be liable to Subscriber for any claim for damages or costs of any nature whatsoever arising out of discontinuance of the P1 Voice Service due to the termination or expiration of any P1 Voice Service or these Terms in accordance with its term including but not limited to any claim for loss of profits or prospective profits or for anticipated loss.

## **17. Disclaimer**

- 17.1. The P1 Voice Service is provided on an "as is" basis. Service Provider disclaims all warranties and representations of any kind, express, implied, or statutory including but not limited to the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Service Provider does not warrant that any of the P1 Voice Service will meet Subscribers' specific requirements or will be uninterrupted, timely and secure or error free.
- 17.2. Service Provider shall not be liable to Subscriber for any direct and incidental loss, cost, claim, liability, expense, demands or damages whatsoever (including any loss of profits, loss of savings or incidental or consequential damages), arising out of Subscriber's use, misuse, or failure or inability to use P1 Voice Service provided by Service Provider hereunder. Service Provider's liability (if any) is limited to restore the P1 Voice Service if Service Provider decides that the P1 Voice Service is not up to par and not due to Subscriber's act or omission.
- 17.3. Service Provider 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 Subscriber.
- 17.4. While every care is taken by Service Provider in the provision of the P1 Voice Service, Service Provider shall not be liable for any loss of information howsoever

caused whether as a result of any interruption, suspension, or termination of the P1 Voice Service or otherwise, or for the content's accuracy or quality of information available, received or transmitted through the P1 Voice Service.

- 17.5. Subscriber shall be solely responsible, and Service Provider shall not be liable in any manner whatsoever, for ensuring that in using the P1 Voice Service all applicable laws, rules and regulations for the use of any telecommunications systems, service or equipment shall be at all times complied with.

## **18. Indemnity**

- 18.1. Subscriber undertakes and agrees to indemnify, save and hold Service Provider harmless 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 Service Provider may sustain, incur or pay, or as the case may be, which may be brought or established against Service Provider 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 P1 Voice Service and/or equipment under and pursuant to the Terms and which are attributable to the act, omission or neglect of Subscriber, his servants or agents. This paragraph shall survive termination of these Terms and the P1 Voice Service.
- 18.2. Service Provider shall use its best endeavours to ensure the continuity and efficiency of the P1 Voice 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 Service Provider. Notwithstanding the aforementioned, the extent of Service Provider's liability shall be limited to correcting the failure of the P1 Voice Service only.

## **19. Confidential Information**

Subscriber shall at all times maintain the confidentiality of all information imparted to him/her/it pursuant to these Terms and/or in connection with any service. Subscriber shall not disclose or give to any third party any such information without the prior written consent of Service Provider.

## **20. Entire Agreement**

- 20.1. These Terms include the complete registration and activation process for P1 Voice Service submitted by Subscriber to Service Provider, represent the entire understanding, and constitute the whole agreement, in relation to its subject matter and supersedes any previous agreement between the Parties with respect thereto, and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.
- 20.2. In the event of a conflict between terms and conditions set forth in the main body of these Terms and the terms in a service specific schedule, the terms in the service specific schedule shall govern.

## **21. Severability**

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

## **22. Assignment**

Subscriber shall not assign any of his/her/its rights or obligations under these Terms to any other person whatsoever. Service Provider may assign and/or novate these Terms to any third party and consent for the abovementioned is hereby deemed given by Subscriber.

## **23. Indulgence and Waiver**

- 23.1. No delay or indulgence by Service Provider in enforcing any term or condition of these Terms or granting of time by Service Provider to Subscriber shall prejudice the rights or powers of Service Provider under these Terms or at law.
- 23.2. Failure by Service Provider to exercise any part or all of its rights under these Terms or any partial exercise shall not act as a waiver of such right nor shall any waiver by Service Provider of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.

## **24. Notice**

Service Provider may give notice by way of posting a notice on its website or by e-mail or other communication coordinates. All notices, requests or other communications required or permitted to be given or made hereunder by Subscriber to Service Provider shall be in writing and delivered either by hand, or sent by prepaid registered post addressed to Service Provider's registered office address (or such other address as Service Provider may revise from time to time). Such notices, requests or other communications shall be deemed to have been given by facsimile or e-mail immediately after transmission thereof or if sent by post (including posting on the website by Service Provider), forty-eight (48) hours after posting.

## **25. Force Majeure**

- 25.1. Service Provider shall not be liable for any breach of these Terms arising from cause beyond its control, including but not limited to:
  - 25.1.1. war, whether declared or not, civil war, civil violence, riots and revolution, acts of piracy, acts of sabotage;
  - 25.1.2. natural disasters and Acts of God, such as violent storms, cyclones, earthquakes, tsunamis, tidal waves, floods, destruction by lightning;
  - 25.1.3. explosions, fires, destruction of machines, of factories and of any kind of installations;
  - 25.1.4. boycotts, strikes and lock-outs of all kinds, go-slows, occupations of factories and premises, work stoppages, embargo, labor shortages or disputes, failure of the Internet; and
  - 25.1.5. acts of authorities, whether lawful or unlawful.
- 25.2. Service Provider may terminate P1 Voice Service by giving written notice to Subscriber, in the event that the Force Majeure event which has occurred prevents

Service Provider from performing and/or continuing its obligations for more than a period of fourteen (14) days.

## **26. Governing Law and Forum**

These Terms shall be governed and construed in accordance with the laws of Malaysia and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Malaysia courts. These terms and conditions shall also be subjected to the directives, determinations and regulations as set by Malaysian Communications and Multimedia Commission from time to time ("MCMC Directives"). In the event of conflict between the terms and conditions and MCMC directives, the MCMC directives shall prevail and supersede in respect of the conflict only.

## **27. Taxes**

Where any Goods and Services Tax ("GST"), Value Added Tax ("VAT"), Government tax or equivalents thereof, is applicable to Service Provider as the supplier under these Terms, Service Provider is entitled to charge Subscriber the GST, VAT and/or equivalents thereof payable to the government.

## **28. Subscriber's Warranties and Acknowledgement**

- 28.1. Subscriber hereby warrants that:
  - 28.1.1. he/she/it has the legal capacity to enter into these Terms and is not a minor; and
  - 28.1.2. if Subscriber is a body corporate, it has the required corporate authority to enter, execute and be bound by these Terms.
- 28.2. Subscriber acknowledges that:
  - 28.2.1. he/she/it has read and fully understood all the terms and conditions herein upon accepting these Terms and agrees to be bound by the same upon Service Provider accepting the application.
- 28.3. Subscriber further acknowledges and agrees that:
  - 28.3.1. It is Service Provider's policy to use Subscriber's data and personal information acquired through the registration process or through Subscriber's use of Service Provider's products and services for its business purposes.
  - 28.3.2. Service Provider may use and/or share with its licensors Subscriber's personal information for the purposes of customizing advertisements and content on the website(s) and Service Provider's partner sites, providing information to Subscriber of other products and services available from Service Provider, its licensors and its affiliate, processing and fulfilling Subscriber request for products and services, responding to Subscriber enquiries, conducting research for improvement of the P1 Voice Service and relevant technology and products, and statistical analysis and the general operation and maintenance of the P1 Voice Service and its related website(s).
  - 28.3.3. Service Provider will disclose Subscriber's personal information if required to do so by law or in good faith, if such action is necessary to:
    - 28.3.3.1. comply with any legal authority, law enforcement agency, court orders or legal process; and/or

- 28.3.3.2. protect and defend the rights or property of Service Provider, its licensors and its users.

## **29. Schedules Integral to this Agreement**

For the avoidance of doubt, the Parties agree and understand that the contents of the schedules to this Agreement shall be deemed to form and be construed as an integral part of this Agreement and shall be binding upon them.

## **30. Promotions**

- 30.1. Where the Subscriber's subscription is made pursuant to promotions as listed in the Appendix 2 hereto, the Subscriber agrees that upon Service Provider's acceptance of the Subscriber's application to subscribe to the Service pursuant to a promotion, the Subscriber shall be subject to such additional terms and conditions as may be attached as conditions to the said promotion. Such additional terms and conditions shall be read as supplementary to the terms and conditions in this Agreement. Service Provider expressly reserves the right to withdraw any promotions subscribed to by the Subscriber at any time without assigning any reasons for such withdrawal.
- 30.2. In the event that the promotion involves a licensed financial institution as defined in the Banking and Financial Institutions Act 1989 (hereinafter referred to as the "Financier"), the Subscriber shall in addition to Clause 31.1 above comply with all requirements imposed by the Financier and further acknowledges that Service Provider has reserved the right to take any action as requested by the Financier to protect the Financier's interests or as deemed fit for Service Provider's own interests and credit control purposes and management of the Subscriber's account(s).

## **31. Data**

The Subscriber shall, upon executing this Agreement, consent and permit Service Provider to use/disclose the Subscriber's personal data for purposes including but not limited to data matching, transborder transfer of data, Call Line Identification Presentation (CLIP), credit checking and/or for any purpose deemed to be in the interest of Service Provider and for the compliance of any laws and regulations.