

# Celcom Content Provider Premium SMS

## 1 VALIDITY OF SERVICE SPECIFIC TERMS AND CONDITONS

- 1.1 This Service Specific Terms and Conditions gives a description of accessibility, functionality and revenue sharing model, which the Parties have agreed and shall be an integral part of and read together with the Main Terms and Conditions. The order of precedence in case of conflict as stated in the Main Terms and Conditions shall apply.

## 2 PREMIUM SMS PRODUCT DESCRIPTION

- 2.1 The Service gives the Content Provider the opportunity to revenue share with us on the amount billed for each successful transaction to the Customers, for the usage of the SMS based Service provided by you
- 2.2 The Content Provider will only be entitled to receive payment for SMS transactions sent and/or delivered through the infrastructure.

## 3 ACCESSIBILITY

- 3.1 The Content Provider shall be given access to our Infrastructure in accordance with the Technical Specifications Document provided by Celcom. The Content Provider agree that access to Celcom's Infrastructure is dependent upon the Content Provider's Equipment conforming to Celcom's specifications.
- 3.2 Celcom shall assign an exclusive short code to the Content Provider to allow the Customers to access to your Content. Celcom shall at our sole and absolute discretion and to the best of our ability not change the short-code for the full term during which this Service is in force and will not allow any other party to use such short code in relation to any Service which compete directly or indirectly with the Content Provider under these terms, for a period of at least six (6) months after the termination of this Service.
- 3.3 When a short code is assigned to the Content Provider for the Service, the Content Provider will not have any rights to this short code except for the sole purpose of using the Service in accordance with the Main Terms and Conditions. The Content Provider shall not sell, transfer,

agree to sell or agree to transfer this short code to anyone else. The Content Provider must not apply or try to apply for registration of this short code as any intellectual property rights including without limitation to trademark, whether on its own or with any word or mark.

- 3.4 Celcom may, for operational or technical reasons or compliance with any requirement of the relevant Regulatory Authority or other authority, withdraw or change any Short Code allocated to the Content Provider.
- 3.5 In order for us to provide you the said payment solution with regards to the Service as provided herein, the following assumptions are to be made:
  - 3.5.1 The Customers consist of Celcom's mobile subscriber based customers, or customers that Celcom is entitled to charge, subject to any relevant agreement that Celcom may have entered into.

#### **4 DELIVERY OF MSISDN**

- 4.1 Celcom shall provide the Content Provider with the Customer's MSISDN in order that you may provide your Content to the Customers and the Content Provider undertakes that your usage of the MSISDN is for its intended purposes only and subject to Communications and Multimedia Act 1998 (the "CMA 1998"), Personal Data Protection Act 2010 or any law that is being enacted in Malaysia which regulates the sending of electronic messages to the Customers.

#### **5 CONTENT PROVIDER'S OBLIGATIONS TOWARDS END USER**

- 5.1 The Content Provider shall be responsible for the development, presentation, operations, and customer service of the Content provided. We shall not have any responsibility in relation to any editorial capacity or whatsoever.
- 5.2 The Content Provider shall be solely responsible to notify the Customers of the price for the usage of the Service offered by you. The Content Provider hereby agree to take all reasonable steps necessary to notify the Customers of the price for the usage of the Service offered by you.
- 5.3 When the Customers order erroneously, or use a service that does not exist, the Content Provider shall not charge the Customers when

returning the error message to the Customers. Nevertheless, you shall reserve the right to charge the Customers when you send them help message(s) in relation to the Content provided by you.

- 5.4 The Content Provider agree that you shall only advertise the price of the Content excluding the normal General Packet Radio Service ("GPRS") or SMS charges and include your advertisement for WAP Pull service that GPRS charges shall apply or a statement to indicate that normal SMS charges shall apply in addition to the Content charges.
- 5.5 The Content Provider shall be solely responsible to clearly notify the Customer on how to opt-out of the service each time a service or content is delivered or sent to the Customer including but not limited to subscription-based service or Content, periodical marketing updates and the like.
- 5.6 The Content Provider shall ensure that the advisory of charge (AOC) and the transaction authorization code (TAC) (also known as a "double confirmation") are pushed to the Customers in accordance with the regulations, standards or directives issued by the Regulatory Authority, failing which Celcom reserves the right to suspend the Service for a period as determined by Celcom.

## 6 CHARGES AND REVENUE SHARE

- 6.1 Charges given in this Service Specific Terms and Conditions form the base of the payment solution and are expressed exclusive of Taxes. Please be informed that the Charges as stated herein is subject to change from time to time and Celcom shall provide at least thirty (30) calendar days prior written notice to the Content Provider via electronic-mail prior to the effective revision date. The Charges will be in accordance with Celcom's terms as agreed by Parties in writing.

Description	Charges (RM)
One-time Setup Fee Per Short Code	2,000.00
Monthly Charge Per Short Code	1,000.00
Advance Payment As Deposit	5,000.00
Monthly Charge Per Keyword	10.00

The above-mentioned One-time Setup Fee Per Short Code shall become payable upon submission of the relevant Service Order Form and this fee is non-refundable for whatsoever reason. The Advance Payment as Deposit stated above will only be refunded at the discretion of Celcom.

Celcom reserves the right to increase the amount of Advance Payment as Deposit from the Content Provider in accordance with the traffic volume and such deposit amount shall be determined by Celcom.

- 6.2 The Revenue Share for this Service shall be specified in a separate letter issued by Celcom. Such letter shall be communicated to the Content Provider via email and shall be deemed incorporated into and form an integral part of this Service Specific Terms and Conditions. The Content Provider agrees that notification via email constitutes valid and sufficient notice for this purpose.
- 6.3 You may also choose not to charge the Customers by utilising the Zero-rated Mobile Terminating ("ZMT") price category. ZMT is used when you would like to send content free of charge to the Customers. For each SMS sent as a ZMT by you, we shall impose a charge (exclusive of Taxes) of seven sen (RM0.07) which shall be borne solely by you.
- 6.4 When utilising the ZMT rate, you shall avoid mass mail unsolicited junk or unwelcome messages ("Spamming"). We assume no editorial responsibility in any manner whatsoever for the content of distributed information, which remains your sole and absolute responsibility and must adhere to the current laws and regulations of Malaysia.
- 6.5 All revenue generated from SMS Mobile Originating ("MO") shall not be shared and shall be our sole revenue.
- 6.6 The revenue share shall be tabulated periodically based on agreed duration. Payment amount shall be exclusive of any banking or forex related fees. Celcom may, at its sole and absolute discretion set-off any monies owing by the Content Provider including over-paid revenue share against any payment payable to the Content Provider provided that Celcom informs the Content Provider of the set-off as soon as practicable.
- 6.7 Payment made by Celcom shall be final and conclusive and Celcom shall not be responsible for any claim by any third party on the Content provided by the Content Provider to Celcom.

- 6.8 Celcom reserves the right to review and amend the revenue share with fourteen (14) calendar days prior written notice.

## 7 CELCOM'S ADDITIONAL RIGHTS

### Suspension of the Service, Short code and keyword & Set-off

- 7.1 Celcom may also, at its sole discretion, withhold Content Provider's entire Revenue Share or part thereof for the setting-off of any amount due and payable to Celcom provided that Celcom informs the Content Provider in writing of the set-off as soon as practicable. However, the Charges shall remain payable by Content Provider during the suspension period.
- 7.2 Restriction on Charges and Suspension
- 7.2.1 The Content Provider shall not charge any Customer for more than Ringgit Malaysia Fifty (RM50) per month per short code for service rendered by the Content Provider.
- 7.3 In the event the Content Provider breaches the Restriction on Charges, Celcom has the right to suspend any Short Code assigned to the Content Provider and stop the provision of the access to the Content or service ("**Suspension**") immediately for an indefinite period without any prior notice to the Content Provider. In this regard, Celcom will proceed to refund the charges to all Customers impacted by the Content Provider's breach of Restriction on Charges, regardless of whether such Customer has lodged any complaint against the Content and/or the Content Provider. In this regard, the Content Provider shall reimburse any refund conducted by Celcom as well as other charges as specified under Main Terms and Conditions due to the Content Provider's breach of the Restriction on Charges upon Celcom's request. Celcom's record on the refund shall be final.
- 7.4 In the event the number of complaints against the Content Provider and/or the Content has accumulated up to hundred (100) (or any amount which may be notified by Celcom from time to time) per week and such event has occurred on three (3) occasions (or more), Celcom shall proceed with the Suspension for a minimum period of thirty (30) calendar days or until such period which Celcom deems necessary

without any prior notice to the Content Provider. Celcom reserves the right to terminate the Content Provider at any time as a result of this.

## **8 CONTACT INFORMATION**

- 8.1 The Content Provider is responsible to provide its customer service to the Customers for the Content provided.
- 8.2 The Content Provider's customer service contact information for the Customers shall be made known to Celcom. The contact information shall be furnished in the Service Order Form when applying for the Service. The Content Provider shall be responsible in ensuring that its contact information are updated and shall immediately inform Celcom where the Content Provider has updated or is required to update its contact information.