

## General T&C for Celcom Enterprise Services

The Service (as hereinafter defined) is made available by Celcom subject to these general terms and conditions for Celcom's Enterprise Services ("General Terms and Conditions" or "GTC") and the specific terms and conditions of each Service ("Specific Terms and Conditions" or "STC") that the Customer subscribes to.

The Customer acknowledges that Customer has read and fully understood the Terms and Conditions (as hereinafter defined). The Customer's execution of the Service Agreement Form ("SAF") or other relevant documents (as required by the STC) and continued use of the Service subsequent to Activation, constitutes unconditional acceptance to comply and to be bound by the Terms and Conditions.

The Customer must ensure that any person it allows to use the Service complies with the Terms and Conditions and Customer will be liable for any breach of the Terms and Conditions by the Customer or the persons allowed/authorized by the Customer to use the Service. Customer further acknowledges that Celcom's Fair Usage Policy governs its subscription to the Service and in the event of any inconsistency between the terms of the [Fair Usage Policy](#) and the terms set out in the Terms and Conditions, the latter shall prevail.

In the event of any inconsistency between the English version and the Bahasa Malaysia version (if any) of the Terms and Conditions, the English version shall prevail.

### 1. Definitions

1. For the purpose of the Agreement, the following terms shall, unless the context otherwise requires, have the meanings as defined below. All other terms not defined herein shall have the meaning assigned to it in the STC or as may generally be accepted within the telecommunications industry based on the context used herein.

**"Account"** means an account opened for the Customer with Celcom for subscribing to the Service;

**"Activation"** or **"Activated"** means the point in time when the Service is activated in Celcom's System;

**"Agreement"** means the completed and executed SAF, the Terms and Conditions and all subsequent amendments and variations thereto which forms the contractual agreement between Celcom and the Customer;

**"Authorized Signatory"** means the person who is authorized by the Customer to enter into the Agreement for and on behalf of the Customer whose name appears in the SAF;

**"Bill"** means the statement issued by Celcom, in the format as determined by Celcom, to the Customer from time to time in respect of the Service and the term "Bill" shall also include Invoice;

**"Celcom"** means Celcom Mobile Sdn Bhd (Company No. 197601002188 [27910-A]) a company incorporated in Malaysia having its registered address at Level 5, Corporate Headquarters, Axiata Tower, 9 Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur and business address at 6 Persiaran Barat, Seksyen 52, 46200 Petaling Jaya, Selangor;

**"Celcom Enterprise Services"** means enterprise services and solutions offered by Celcom to its enterprise and corporate Customers which consist of the following services: (a) SIM Based Services; (b) Corporate Access Services; (c) Business Fibre; (d) Business Wireless; (e) Enterprise Bulk Messaging; (f) Office CallSaver; (g) VirtuExt; (h) Fixed Wireless Desktop Phone; (i) Mobile Device Management; (j) Smart Parking; (k) OMNI Communication; (l) Celcom Cloud Secure; (m) Safepay mPOS; (n) Location Based Advertising; and other enterprise services and solutions introduced by Celcom from time to time;

**"Celcom's System"** means the telecommunication system utilized by Celcom in providing the Service;

**"Celcom Marks"** means all Celcom trademarks, Celcom service marks, Celcom logos and other Celcom commercial symbols including any additional, discontinued or substituted trademarks, service marks, logos and other commercial symbols as notified by Celcom to the Customer from time to time;

**"Celcom's Website"** refers to the website available at [www.celcom.com.my](http://www.celcom.com.my);

**"Change of Rate Plan" or "CRP"** refers to migration of the Customer from one Celcom Plan to another Plan in accordance with the Terms and Conditions and the respective Service's terms and conditions;

**"CMA"** means the Communications and Multimedia Act 1998;

**"Credit Limit"** means the limit on monthly charges as may be imposed by Celcom against the Customer at its sole and absolute discretion from time to time;

**"Customer"** means the organization as reflected in the SAF that subscribes to the Service;

**"Confidential Information"** shall mean all information pertaining to the Party disclosing the information ("Disclosing Party") furnished, communicated or made available by the Disclosing Party to the other Party receiving such information ("Receiving Party") in any fashion in connection with the Agreement and shall include, but not be limited to, the following information, whether communicated

in writing, orally, in graphic or electronic form and regardless of the form or storage medium: (a) all business information, plans, tactics, or materials, including, without limitation, Personal Data, business plans and strategies, marketing strategies, employee lists, employee benefit programs, personnel matters, customer lists, market information, pricing policies, methods, financial information, or information regarding financing plans, current planned and optional considerations for capital structure and liquidity needs, any customer contract or proposal for a customer contract, investor information, test data relating to any research or pilot projects, work in process, present or future products; (b) all computer programs (including object and source code), software processes, systems writings, technical know-how or ideas, and algorithms; (c) all technical data, or know-how research, product plans, products, services, customers, markets, software, developments, inventions, process, designs, drawings, engineering, hardware and software configuration information; (d) all manuals, systems documentation, confidential reports, correspondence, memoranda or other materials related to any of the items described in clauses (a), (b) and (c) above; and (e) any information received from the Disclosing Party that is marked PROPRIETARY AND CONFIDENTIAL, or similarly marked, or any other information (whether delivered in writing or verbally) which by its nature would be reasonably considered as confidential whether or not labeled as "Confidential", to any other person, firm or corporation or delivered in connection with Agreement, except as provided herein;

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

**"Consequential Loss"** shall include the loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than cost of repair), loss of opportunity or expectation loss and any other form of consequential, special, indirect, punitive or exemplary loss or damages;

**"Data User"** is as defined in the PDPA;

**"Device"** means a wireless device together with accessories for the use of the Service, including but not limited to mobile devices and personal computers;

**"Donor Network Operator" or "DNO"** means a mobile service provider from which a mobile number has been or is to be ported out;

**"End Users"** means the legitimate and authorized employees of the Customer whom Customer allows to use the Service;

**"Equipment"** means the hubs, routers, servers (for Networking purposes), the Customer's personal computer (equipped with CD Drive and LAN connection

card (NIC)) which conform to the specifications prescribed by Celcom upon the Customer's registration for the Service or other equipment required and necessary as described in the STC;

**"Inappropriate Content"** means content of any messages sent using the Service that includes but is not limited to any content which: (a) is unlawful and prohibited under Malaysian law or is being disseminated for any unlawful purposes under the Malaysian law; (b) is unsolicited, including without limitation, junk mail, bulk e-mail, Spam or other unsolicited advertising material; (c) causes embarrassment, distress, annoyance, irritation, harassment, inconvenience, anxiety or nuisance to any person; (d) causes the introduction of viruses, worms, trojan horses, e-mail bomb, cancelbots, malware or other similar destructive computer programming routines into Celcom's System or the Customer's Device or the message recipient's mobile communication devices; (e) causes instability or technical damage to Celcom's System or interfere with, damage, disrupt or unlawfully gain access to any service, equipment, network or system owned or used by Celcom; (f) is fraudulent, indecent, obscene, offensive, abusive, threatening, defamatory, discriminatory, menacing, misleading, inaccurate or libellous; (g) infringes Intellectual Property Rights, rights of privacy and/or personal data protection of any person or entity; (h) has negative impact on the quality of social life and order; (i) is against public interest, public order, national peace and security and/or national interest, social norms, culture, political and religious belief of the people of Malaysia or those which are socially, ethically or racially offensive; or (j) is deemed inappropriate as announced and issued by the regulators, authorities, governmental bodies, statutory bodies or Celcom from time to time;

**"Intellectual Property Rights"** means: (a) rights in, and in relation to, any patents, registered designs, design rights, trademarks, trade and business names (including all goodwill associated with any trademarks or trade and business names), copyright and related rights, moral rights, databases, domain names, semi-conductor and other topography rights and utility models, and including the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable, including Celcom Marks; and (b) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information;

**"Invoice"** means the statement issued by Celcom to the Customer to supplement or as supplement to the Bill;

**"MMS"** means multimedia messaging service;

**"MSISDN"** means Mobile Subscriber Integrated Services Digital Network-Number;

**"Package"** means any a package including promotional package which may include any existing Plan or promotional Plan offered by Celcom to the Customers;

**"Party"** refers to either Celcom or the Customer, **"Parties"** refers to Celcom and the Customer collectively;

**"PDPA"** means the Personal Data Protection Act 2010;

**"Personal Data"** as defined in the PDPA;

**"Principal User"** refers to any person nominated by the Customer to be the principal user;

**"Service"** means either one of Celcom Enterprise Services to be provided by Celcom to Customer pursuant to the Agreement;

**"Service Agreement Form"** or **"SAF"** refers to the form duly completed and executed by the Customer to subscribe to the Service;

**"SIM Card"** means the microprocessor card provided by Celcom which is inserted into the Device and contains a personal identification number (PIN) for access into the Service;

**"SKMM"** means Suruhanjaya Komunikasi dan Multimedia Malaysia also known as the Malaysian Communications and Multimedia Commission ("MCMC"), established under the Communications and Multimedia Commission Act 1998;

**"SMS"** means short messaging service;

**"Spam"** for the purpose of the Agreement, means unsolicited electronic messages sent through various communication modes including but not limited to email, SMS, MMS or instant messaging services regardless of existence of prior relationship between the sender and the recipient and regardless of content whether commercial, non-commercial or messages including malicious program and/or content and/or data including unsolicited messages, videos, advertising, marketing or promotional materials;

**"Termination Fee"** means the termination fee payable by Customer to Celcom in the event the Service or the Agreement is terminated within the Term of the Agreement, the Minimum Subscription Period or as otherwise specified in the STC;

**"Terms and Conditions"** means this General Terms and Conditions and the Specific Terms and Conditions applicable as may be varied or modified from time to time at Celcom's sole discretion. For the avoidance of doubt, policies, procedures and user guide shall also constitute the Terms and Conditions;

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

**"Working Days"** means save for the states of Kedah, Kelantan, Johor and Terengganu, Mondays to Fridays excluding public holidays, Saturdays and Sundays. In the states of Kedah, Kelantan, Johor and Terengganu, Sundays to Thursdays, excluding public holidays, Fridays and Saturdays; and

**"You" or "Your"** refers to the person aged eighteen (18) years and above and authorized to use the Service subject to the Terms and Conditions and/or an entity of whatsoever description including but not limited to a sole proprietorship, a partnership, a body corporate or otherwise governmental bodies and agencies of any kind established under the laws, rules and/or regulations for the time being in force and which may come in force more particularly described in the SAF.

2. The following rules apply unless the context requires otherwise:
  - a. References to clauses and schedules are to be construed as references to clauses and schedules of the Agreement, unless otherwise provided herein.
  - b. A cross reference to a clause number is a reference to its sub clauses.
  - c. Words applicable to natural persons shall include any body of persons, company, corporation, firm or partnership incorporated or unincorporated and vice versa.
  - d. Words importing a gender shall include any other gender.
  - e. Words importing the singular number shall include the plural number and vice versa including the definitions referred to in Clause 1.1 hereof.
  - f. The headings and sub-headings to the clauses of the Agreement are for convenience of reference only and shall neither affect the interpretation and construction thereof nor shall limit or extend the language of the provisions to which they refer.
  - g. For the purpose of calculating any period of time stipulated herein, or when an act is required to be done within a specified period after or

from a specified date, the period is inclusive of and time begins to run from the date so specified.

- h. Any technical term not specifically defined in the Agreement shall be construed in accordance with the general practice of those in the industry in which the term is used.
- i. Any reference to a “day”, “week”, “month” or “year” is a reference to that day, week, month or year in accordance with the Gregorian calendar.
- j. Any reference to “approval” or “consent” shall mean approval or consent in writing.
- k. Monetary references are references to Malaysian currency or other currencies mutually agreed by the Parties.

## **2. Period of Agreement**

- 1. The Agreement shall take effect from the Activation date of the Service, or as otherwise specified in the STC and shall continue to be in force until it expires or terminated in accordance with the Terms and Conditions.

## **3. Internet Access**

- 1. Customer may be required to have internet access to subscribe to the Service.

## **4. Additional Service**

- 1. Upon subscription to the Service, Customer may subscribe to VAS as offered by Celcom from time to time. Celcom reserves the right to amend, vary or withdraw any VAS as it deems fit upon prior written notice to the Customer.

## **5. Account Registration**

- 1. Customer will be required to create an account for the Service that it subscribes to including on its relevant platform, if any, and Customer shall be responsible to keep its registered username and password created under the Account confidential at all times.
- 2. Customer is prohibited from sharing its Account with any third party.

## **6. License to Use**

- 1. Subject to the Customer’s compliance with the Terms and Conditions, Celcom grants the Customer a non-exclusive limited license to use the Service. Customer shall not use, copy, adapt, modify, create derivative works based upon, distribute, license, sell, transfer, publicly display or otherwise exploit the Service. No licenses or rights are granted to the Customer by implication or

otherwise under any Intellectual Property Rights owned or controlled by Celcom, except for the licenses and rights expressly granted under the Terms and Conditions.

## **7. Third Party's Website**

1. A Service may contain links to third party websites or resources. Links to the third party's websites do not imply any endorsement by Celcom of such website or resources of the contents, products or services available from such website or resources. Customer acknowledges sole responsibility for and assume all risk arising from its use of any such websites or resources.
2. Customer acknowledges and agrees that Celcom shall not be responsible nor liable for: (a) the availability or accuracy of the third party's website; and (b) the contents, products or services on or available from the third party's website.

## **8. Customer's Responsibility**

1. Customer undertakes that it shall:
  - a. ensure the compatibility of its Device or Equipment with Celcom's System. In the event that changes and upgrades are introduced to Celcom's System, Customer shall be responsible to ensure the continued compatibility of its Device and Customer shall have no claim whatsoever against Celcom arising therefrom;
  - b. comply with all notice or instruction given by Celcom from time to time in relation to the use of the Service;
  - c. ensure that the Device or Equipment used with/for the Service is legally owned by the Customer, End Users and/or Principal User;
  - d. be responsible for all Device, Equipment and software necessary to use the Service and also for the security and integrity of all information and data transmitted, disclosed and/or obtained through the use of the Service;
  - e. be responsible for all usage of and charges for the Service including but not limited to payment of all the Service charges and other related charges due to Celcom pursuant to the Agreement in a timely manner;
  - f. be fully responsible for the use of the Service and any voice or data transmitted or broadcasted by the Customer, End Users, Principal User or persons using the Customer's Device or the Service;
  - g. keep its personal identification number (PIN) of the assigned SIM Cards confidential at all times and not release the PIN to any person;
  - h. comply with all applicable laws of Malaysia governing the Service, including without limitation to the CMA and its subsidiary legislation,



- other acts, statutes, by-laws, rules and regulations issued by relevant government and regulatory agencies and as amended from time to time;
- i. take all reasonable steps to prevent fraudulent, improper or illegal use of the Service;
  - j. cease to utilize the Service or any part thereof for such period as may be required by Celcom;
  - k. inform Celcom immediately of any changes in any of the Personal Data collected by Celcom from the Customer;
  - l. not resell or attempt to resell any part of the Service, or allow any part of the Service to be supplied to third parties without Celcom's prior written consent; and
  - m. report immediately to Celcom upon discovery of any fraud, theft, loss, unauthorized usage or any other occurrence of unlawful acts in relation to the Service and its use. Customer agrees to lodge a police report whenever instructed by Celcom and to give Celcom a certified copy of such report.
2. The Customer undertakes that it shall not use or attempt to use any part of the Service, or allow any part of the Services to be used by End Users, Principal User or any third party:
- a. to send and/or disseminate Inappropriate Content or Spam;
  - b. to cause excessive or disproportionate load on the Service or Celcom's System;
  - c. permit or cause to be used the Service improperly or for any activities which breach any laws or directives, content requirements or codes promulgated by any relevant authority including activities which will require Celcom to take remedial action under any applicable industry code or in a way interferes with other users or inhibits any other use from using or enjoying the Service or the Internet;
  - d. to run programs or servers that provide network content or connectivity to any third party not at the location where the connection is installed (including but not limited to FTP, HTTP, game, newsgroup, proxy, and IRC servers);
  - e. use the Service for any commercial purposes or for the benefit of any third party save for when it is allowed under the Terms and Conditions;
  - f. to attempt to access or download content from the Service through the use of any engine, software, tool, agent, device or mechanism including but not limited to spiders, robots, crawlers or data mining tools;
  - g. to make or attempt any unauthorized access to any part or component of the Service, Celcom's communications network, Celcom's System or

- any third party systems or networks to which the Customer can connect through the Service directly or otherwise;
- h. to disrupt, damage, interfere with the various networks that are connected to the Services or violate the regulations, policies or procedures of such networks;
  - i. in any manner which may constitute a violation or infringement of the rights of any party including, but not limited to, their Intellectual Property or confidentiality rights;
  - j. to use or distribute any software applications designed to harvest mobile number or email addresses or Personal Data of the message recipient or any third party;
  - k. to host any device or provide or enable the provision of any service that allows SMS/MMS to be sent by third parties using the telephone numbers allocated to the Customer;
  - l. for activities that will adversely affect the ability of other users or systems to use the Service; or
  - m. for any purpose other than in accordance with the Agreement and Celcom's Fair Usage Policy and other directions issued by Celcom from time to time.
3. Celcom may, at any time, request the Customer to stop doing any action which Celcom reasonably believes to be in breach of the Agreement. The Customer shall immediately comply with any such request upon receipt of the request from Celcom.

## **9. Celcom's Rights**

1. Without limiting other rights Celcom may have under the Agreement, Celcom hereby reserves the right:
  - a. at its absolute discretion, from time to time, to make any alteration or changes to the Service, or any part thereof, or suspend the Service or any part thereof upon prior written notice and Celcom shall not be liable for any loss or inconvenience to the Customer resulting therefrom;
  - b. at its absolute discretion, from time to time, to make any alteration or changes to the amount of deposit, fees or the charges applicable to the Service or part thereof and to change the billing cycle, upon prior written notice to the Customer;
  - c. at its absolute discretion, from time to time, to withdraw, amend, omit and/or vary any part or the whole of the Terms and Conditions upon written notice to the customers through Celcom's Website or other means of notification including SMS, Celcom Life Hub or in-app notification. Customer is advised to make regular checks on Celcom's

Website for any changes in the Terms and Conditions. For any enquiries on such amendments and/or variations, Customer may contact Celcom at [Contact us](#) or at the telephone numbers provided thereon. The prevailing amended and varied Terms and Conditions will be published on Celcom's website and shall supersede all previous versions. Notwithstanding the aforementioned, the Terms and Conditions binding upon the Customer shall be the Terms and Conditions effective as of the date of execution of the SAF by the Customer unless otherwise amended or varied with Parties' mutual agreement in writing;

- d. where applicable, to issue instructions, specifications, procedures, standards, guidelines and timeframe from time to time for the performance of the Service to the satisfaction of Celcom;
- e. to conduct investigations to audit and validate suspicious transactions in the event Celcom believes that the Service has been used by the Customer in breach of the Terms and Conditions. The cost of such investigations shall be borne by the Customer;
- f. to extract any email details, SMS details, Personal Data or any other data of/from the Customer which is required by law to be disclosed or to be used as evidence in court and/or when necessary including in the event of a suspected and or proven misuse of the Service;
- g. to send notifications to the Customer relating to promotional and marketing activities from time to time, unless otherwise notified by the Customer; and
- h. to manage Customer's allocated bandwidth including but not limited to reducing the speed, suspend or terminate Customer's bandwidth to the Service to ensure fair access to all Celcom customers on the same network with or without prior written notice to the Customer and as prescribed in the Fair Usage Policy or the STC.

## **10. Personal Data**

1. Both Parties hereby agree to be bound by any privacy law, regulation or rule as may be imposed by any legal, regulatory, governmental or statutory body, including but not limited to the PDPA.
2. Customer's compliance with this clause shall not be construed in any way as a waiver of Celcom's right to recover damages or obtain other relief against the Customer for its willful act, omission or negligence resulting in harm, loss or damage to the Celcom.
3. Parties hereby agree that where, pursuant to the Agreement, any of the data/information which includes Personal Data:

- a. extended by one Party ("First Party") to another Party ("Second Party") and/or collected by the Second Party and/or processed by the Second Party, the Second Party agrees not to conduct itself, and to procure that its subcontractors, employees and/or agents, do not conduct themselves, in such a manner as to cause the First Party to be in breach of its obligations as a Data User as stated in the PDPA;
  - b. extended to Celcom by the Customer and/or collected and/or processed by Celcom for and on behalf of the Customer, the Customer:  
(i) warrants that it is in possession of all necessary consents and shall continue to maintain such consents as may be required for the processing and transfer of data in relation to the provision or subscription of the Service; and (ii) agrees that it shall be the Customer's responsibility to advise Celcom in writing should there be any relevant change in the information including the Personal Data supplied to Celcom which requires action on the part of Celcom; and
  - c. extended by Celcom to the Customer: (i) the Customer shall not disclose any Personal Data to any third party in any circumstances other than with the written consent of Celcom. Where such consent is given by Celcom, Customer shall take all reasonable steps to ensure that all its third party contractors or agents comply with this clause where they are processing any Personal Data on behalf of Celcom and shall allow Celcom reasonable access to such information by way of audit or otherwise as is necessary to ensure the Customer is complying with the above provisions and PDPA as a whole; (ii) Customer shall permit Celcom and/or its representative to inspect and audit the Customer's data processing activities (and/or those of the Customer's affiliates and sub-contractors) and comply with all reasonable requests or directions by Celcom to enable Celcom to verify and/or procure that the Customer is in full compliance with its obligations under the Agreement; and (iii) the Customer shall provide Celcom with full co-operation and assistance as reasonably requested by Celcom, in relation to any complaint or request made by any third party, including by: (A) providing Celcom with any information reasonably requested by Celcom; (B) providing Celcom with full details of the complaint or request; (C) responding to Celcom within the reasonable timescales required by Celcom to ensure compliance with any data access request within the relevant timescales set out in the PDPA and in accordance with Celcom's reasonable instructions; and (D) providing Celcom with any information reasonably requested by Celcom.
4. The Customer undertakes not to cause or permit the Personal Data obtained from Celcom, if any, to be transferred outside of Malaysia without the prior written consent of Celcom and where such transfer is permitted, to take

measures to ensure the secured transfer of the Personal Data in accordance with the PDPA.

5. The Customer shall have sufficient technical and organizational security measures in place to protect the Personal Data from any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction having regard to: (a) the nature of the Personal Data and the harm that would result from such loss, misuse, modification, unauthorized access or disclosure, alteration or destruction; (b) the place or location where the Personal Data is stored; (c) any security measures incorporated into equipment storing the Personal Data; and (d) the measures taken to ensure reliability, integrity and competence of the personnel and/or appointed agent having access to the Personal Data.

## **11. Privacy Notice**

1. The Customer agrees that by executing the SAF or by continuing to use the Service, the Customer is giving consent to Celcom that the Personal Data collected by Celcom from the Customer will be used and/or processed in accordance with [Celcom's Privacy Notice](#) and the PDPA. Customer is advised to read Celcom's Privacy Notice to understand its rights with regards to its Personal Data.
2. Customer must, at all times, provide Celcom with the information as may be necessary in order for Celcom to provide the Service to the Customer. Customer confirms that the information it provides to Celcom about the Customer is true and accurate and permit Celcom to verify this with any third party.

## **12. Cyber Security (If Applicable)**

1. The purpose of this Clause 12 is to set out the Customer's obligations in respect of Celcom's information and materials: (a) in respect of which the Customer has custody or control for purposes connected with the Agreement; or (b) which are accessed, transmitted or stored using or on the Customer's information systems or equipment under the Agreement, if any and where applicable ("Celcom Data").
2. The Customer acknowledges that if the Service is provided or subscribed using and/or connected to Celcom's System, it shall at all times comply with Celcom's security policy and any instruction by Celcom from time to time and shall ensure that the Customer's use or provision of the Service does not interfere, disturb or breach the security and integrity of Celcom's System.
3. The Customer must: (a) do all things that a reasonable and prudent entity would do to ensure that all Celcom Data is protected at all times from unauthorized access or use by a third party or misuse, damage or destruction by any person; (b) provide protective measures for Celcom Data that are no less rigorous than

accepted industry standards and commensurate with the consequences and probability of unauthorized access to, or use, misuse or loss of, the Celcom Data; and (c) comply with all security regulations or procedures or directions as are specified in the Agreement or issued by Celcom from time to time regarding any aspect of security of, or access to, Celcom's information, material or premises.

4. If Customer becomes aware of any actual or suspected: (a) action taken through the use of computer networks that result in an actual or potentially adverse effect on Customer's information system residing on that system ("Cyber Incident"); or (b) any other unauthorized access or use by a third party or misuse, damage or destruction by any person ("Other Incident"), Customer must: (i) notify Celcom in writing immediately (and no longer than 12 hours after becoming aware of the Cyber Incident or Other Incident); and (ii) comply with any directions issued by Celcom from time to time in connection with the Cyber Incident or Other Incident, including in relation to: (A) notifying relevant governmental body, as required by Celcom; (B) obtaining evidence about how, when and by whom Customer's information system has or may have been compromised, providing it to Celcom on request, and preserving and protecting that evidence for a period of up to 12 months; and (C) implementing any mitigation strategies to reduce the impact of the Cyber Incident or Other Incident or the likelihood or impact of any future similar incident.
5. Customer must, if specified in the Agreement, take up and maintain insurance to protect against the risks of a Cyber Incident and Other Incident.
6. Customer must ensure that: (a) all subcontracts and other statements of work (if any), which may allow or cause access to Celcom Data, contain no provisions that are inconsistent with this Clause 12; and (b) all Customer's personnel and any subcontractors who have access to Celcom Data comply with this clause 12.
7. A breach of this clause by the Customer shall be deemed as a material breach and Celcom is entitled to terminate the Agreement forthwith.
8. In subscribing to the Service and in carrying out the other tasks allocated to it in the Agreement, if any, Customer shall in accordance with Good Industry Practice comply with Celcom's information technology, security and usage policies. In the event of any changes to such policies, Celcom shall notify the Customer accordingly. To the extent possible, Customer shall provide self-declaration of information security compliance to Celcom's policies at Celcom's request. "Good Industry Practice" means the standards that fall within the degree of skill, care and operating practice which would reasonably and ordinarily be expected from a provider of business services similar or identical to the Service, having regard to factors such as the nature and size of the parties, the service levels (if any), the term, the pricing structure and any other relevant factors.

### 13. Disclaimer

1. The Service is provided on an “as is” and “as available” basis. Celcom disclaims all liability and makes no express or implied representation or warranties of any kind in relation to the Service including but not limited to: (a) availability, accessibility, timeliness and uninterrupted use of the Service; and (b) sequence, accuracy, completeness, timeliness or the security of any data, Content or information provided to the Customer as part of the Service.

#### **14. Limitation of Liability**

1. Celcom shall not be liable for any Consequential Loss as a result of the Customer’s use of the Service or for whatsoever reason under the Agreement.
2. Without limiting the generality of Clause 14.1 above, Celcom shall not be responsible and shall not be held liable for:
  - a. any claim for libel, slander, infringement of any Intellectual Property Rights arising from the transmission or receipt of material in connection to the Service and any claims arising out of act or omission in relation to the Service or to the use of the Service or any part thereof by the Customer, End Users, Principal User or other person the Customer authorizes to use the Service;
  - b. messages that are deleted or not delivered on time (as scheduled by the Customer) regardless of the reason for deletion or non-delivery including but not limited to message processing, transmission errors and/or Service failure, connectivity and/or other issues beyond Celcom’s control that might affect the performance of the Service or any delay in broadcasting the message(s);
  - c. any errors to or in the Service resulting from fraud perpetrated by any third party or failure by any third party service provider including but not limited to third party telecommunication companies;
  - d. any loss or damage caused to the Customer as a result of the suspension or barring of the Service, the termination of the Service or the Agreement, interruption and/or loss of the Service, and/or any part thereof from any cause whatsoever which are attributable to the Customer;
  - e. any loss, distortion or corruption of data arising from the Customer’s use of the Service to transmit or receive data at any stage of the transmission or receipt of such data;
  - f. information provided through the Service; or
  - g. causes beyond the reasonable control of Celcom.
3. Notwithstanding the foregoing, Parties agree that each Party’s limit of liability shall be as specified in the STC.

**15. Indemnity**

1. Customer shall at all times indemnify and shall keep indemnified Celcom, its employees, agents, officer and directors from any loss, cost, expenses, damage, liability or expense (including legal and other fees and disbursements on a solicitor-client basis) sustained, incurred or paid by Celcom, whether directly or indirectly, brought by any third party arising from:
  - a. any claims for libel, invasion of privacy, or infringement of copyright, Intellectual Property Rights or patent;
  - b. breach of confidence or privilege or breach of any law or regulation whatsoever arising from the Content transmitted, received or stored via the Service or part thereof;
  - c. claims arising out of any willful misconduct, unlawful or negligent act, omission, or any unauthorized use or exploitation of the Service or part thereof by the Customer, End Users, Principal User or any other person authorizes to use the Service by the Customer; and
  - d. any breach of any of the provisions of the Agreement or of any law, code or regulation regulating the Service of all the relevant authorities including but not limited to the CMA, ordinances, codes, rules, regulations, guidelines, notices, instructions, directives, directions and determinations (including but not limited to the Commission Determinations) by the Customer, End Users, Principal User or any other person authorizes to use the Service by the Customer.
2. Customer shall be liable for legal costs incurred on an indemnity basis should Celcom bring a claim or action against the Customer for non-payment of any unpaid charges.
3. Notwithstanding anything contained in the Agreement, Celcom may at its sole discretion set-off any indemnity, charges, fees and/or costs due and owing to Celcom by the Customer against any amount payable to the Customer or any other revenue, charges, fees and/or costs payable under any other provisions of the Agreement. However, Customer may not set-off any payment obligations to Celcom on any basis unless otherwise agreed in writing between Parties.

**16. Content (if applicable)**

1. The Content provided by Celcom is provided by Celcom or third parties. Celcom does not filter or edit the Content provided by third parties. Customer acknowledges that Celcom is under no obligation to censor such Content or information provided even if it is co-branded or promoted by Celcom. By using the Service, Customer acquires no rights or interests to the Content and Customer agrees not to distribute the Content to third parties.



**17. Celcom Marks**

1. Celcom Marks shall not be used by the Customer, unless a prior written approval is obtained by the Customer and shall only be used in accordance with Celcom's instructions and solely for the purposes expressly specified by Celcom in writing.
2. Where Celcom expressly grants to the Customer the right to use Celcom Marks, the right granted shall be non-exclusive, revocable and non-transferrable solely in relation to the provision of the Service, provided that the Customer is in full compliance with the terms, conditions and covenants under the Agreement, including but not limited to the following:
  - a. Customer acknowledges that its right to use Celcom Marks is derived solely from the Agreement. Any unauthorized use of Celcom Marks by the Customer constitutes a breach to the Agreement;
  - b. the Customer covenants that it will not directly or indirectly, either alone or in conjunction with others, attempt to register, challenge or take any action to cause a challenge to the validity or ownership of the Celcom Marks or obstruct the efforts of Celcom with respect to the registration thereof; and
  - c. Customer will not use Celcom Marks as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form, nor may the Customer use any Celcom's Mark in connection with the provision of or subscription to any of the Service not expressly authorized in writing by Celcom.

**18. Package**

1. The details of the Plan and/or Package of the Service that the Customer subscribes to shall be as prescribed in the SAF executed by the Customer.

**19. Billing, Disputes and GST  
Billing**

1. The Customer shall be responsible for all usage of and charges for the Service including but not limited to payment of all the Service charges and any other related charges due to Celcom pursuant to these Terms and Conditions in a timely manner: (a) even if the Customer has exceeded the Credit Limit; (b) regardless of whether the usage of the Service is authorized by the Customer; (c) including charges incurred under a period of suspension, interruption or loss of Service due to the Customer's request or resulting from the Customer's default; and (d) including the processing fee or any service tax imposed on the charges.
2. Customer shall be charged for the Service in accordance with Celcom's prevailing pricing plan or promotional pricing plan ("Plan") chosen by the Customer in the SAF. Upon the expiry of the Plan, Customer will be charged

with Celcom's current prevailing rates for the Service or other rates as mutually agreed by Parties in writing.

3. All payments payable by the Customer to Celcom under the Agreement shall be made by way of cheque marked "Account Payee", online transfer or through any other modes of payment as may be mutually agreed by the Parties and shall be made in favor of "Celcom Mobile Sdn Bhd".
4. Celcom may introduce other mode of billing from time to time upon prior written notice to the Customer. Customer shall inform Celcom in advance and in writing of any change in the Customer's billing address.
5. Customer must pay Celcom on or before the date specified in the Customer's respective Bill ("Due Date") without need of any further notice. Customer may make such payment at any Celcom bluecube, service centres, branches, payment kiosks, or other method of payment as notified by Celcom from time to time.
6. Subject to Clause 19.4 above, if any fees or charges remain unpaid after the Due Date, Celcom may charge interest at the rate of 1.5% per month ("Late Payment Interest") on such overdue amount and Customer shall be liable to pay such amount. Celcom at its sole discretion may waive or revise any Late Payment Interest or charges.
7. Unless otherwise stated in the Bill or elsewhere, all charges are payable in Ringgit Malaysia.
8. In the absence of fraud or manifest error, Celcom may rely on each Bill as conclusive evidence against the Customer of the accuracy, completeness and truth of all matters stated in it unless the Customer disputes the Bill in the manner stated below.
9. Celcom may re-issue any Bill if any error is later discovered. If Customer has overpaid as a result of a billing error, Customer's account shall be credited with the overpayment or, if Customer has stopped acquiring the Service from Celcom, Celcom shall refund the overpayment within a reasonable time period after the Customer's request and after deduction of any other amounts due by the Customer to Celcom. However, if Customer has underpaid as a result of a billing error, Celcom may include the unbilled charges in any later Bill(s).
10. Customer is responsible for paying all charges without any counterclaim, deduction, set off or withholding. All payments shall be applied first to Bills in arrears, including interest and penalties, the balance, if any, to be applied to the current Bill.
11. Celcom reserves the right to suspend or disconnect the Service if any Bill or part thereof shall remain unpaid after the Due Date, and Celcom shall not be liable to the Customer in any way for the suspension. A reconnection fee may be imposed on the Customer for reconnection of the Service upon the expiry or uplifting of the suspension ("Reconnection Fee").

**Billing Disputes**

12. Any dispute regarding billing must be communicated to Celcom in writing within one (1) month from the date of the Bill failing which the Bill is deemed to be accurate and Customer shall pay the amount as billed save where the Bill contains any manifest error. To raise a valid billing dispute, Customer shall make a good faith request to Celcom to investigate the specific Bill, providing at the same time specific evidence, which demonstrates that a particular Bill is incorrect.
13. If Customer raises a valid billing dispute, then Celcom shall conduct investigations, which are reasonably necessary and appropriate in the circumstances of the dispute. Celcom may invoice the Customer a daily professional services charge to audit and validate any independent advice on the disputed amount. Customer shall pay any such reasonable professional services charge.
14. If Customer has paid its Bill on the Due Date and subsequently chooses to dispute the charges, Customer has six (6) months to do so from the date of such payment. An administrative charge may be imposed for disputes raised by the Customer after the Due Date.
15. If there is a dispute regarding the amount in the Bill, Customer shall promptly pay any outstanding amount which is not in dispute. If the dispute is resolved in Celcom's favour, Customer shall pay the disputed amount immediately plus late payment interests, any legal costs and collection expenses incurred by Celcom. In the event the dispute is resolved in the Customer's favour, Celcom shall rebate the disputed amount which shall be reflected in the next months' Bill.
16. If the Customer has more than one Account with Celcom, Celcom may transfer any credit or debit balance under one Account to another to settle any outstanding charges upon prior written notice to the Customer.
17. Celcom may notify the Customer on any transaction of debit balance under the Customer's inactive Account to the Customer's active Account.

**Applicable Taxes**

18. The Parties agree and acknowledge that the consideration for the Service under the Agreement shall be exclusive of any taxes including but not limited to the Malaysian Sales and Service Tax ("SST") (collectively Applicable Taxes"), unless otherwise specifically stated.
19. If any Service provided by Celcom under the Agreement is a taxable supply to which the Applicable Taxes would apply, then Celcom reserves the right to levy the Applicable Taxes at the prescribed rate and the Customer agrees to pay the amount of the Applicable Taxes in addition to the consideration for the Service.

**20. Auto-Billing**

1. Celcom may, at its discretion, allow the Customer's bills to be paid through a third party credit or charge card, or via Tele-Payment (by a third party credit or charge card via telephone) or other means of payment ("Auto Billing") subject to the terms and conditions of the Auto Billing as provided on Celcom's Website.
2. Customer must make a separate application for the Auto Billing at any Celcom branch, which shall only be applicable for settlement of periodic bills.
3. Any outstanding bills prior to the commencement date of the Auto Billing must be settled by the Customer in the ordinary manner.
4. If Customer chose to register for the Auto Billing, Customer shall be responsible to inform Celcom immediately if the Customer's credit or charge card is lost, stolen, expired or terminated or if Customer wants to terminate Auto Billing.
5. In the event that Celcom fails to make the deduction or settlement of the Customer's bill through Celcom's processing bank, Celcom shall not be held liable to the Customer in any way for such failure and Customer must make the payment for outstanding amounts before the Due Date or before the Customer's billing cycle date.
6. By registering for the Auto Billing, Customer authorizes Celcom to verify the information provided by the Customer with the credit card issuer or any third party as may be necessary including but not limited to forwarding the Customer's bills and other details to the card issuer, financial institution and other relevant parties for and in connection with the Auto Billing.
7. If Celcom does not receive the full payment of the outstanding sum due from the Customer following a completed Auto Billing transaction or the bank or financial institution claims back or deducts back any payment made to Celcom, Celcom reserves the right upon prior written notice to the Customer to reverse any payment entry in the Customer's statement of account or reinstate the charge in the Customer's Account.

**21. Credit Limit (if applicable)**

1. Customer shall ensure that the Customer's usage of the Service does not exceed the Credit Limit, if any, as specified by Celcom.
2. Celcom may, but shall not be obliged to, apply a Credit Limit for all charges incurred under the Customer's Account and any of the Customer's supplementary lines, including those yet to be billed and any amounts in dispute, and Celcom reserves the right to revise the Credit Limit from time to time at Celcom's sole discretion.
3. Celcom may give Customer a notice or a message to the Customer notifying Customer if the Customer's charges in the Customer's Account exceed the

Credit Limit and such notice is deemed to be received by the Customer when Celcom issues the notice or message to the Customer.

4. Celcom is not obliged to ensure barring of the Service which may occur in the event that the Customer's usage of the Service exceeds the Credit Limit. In such event, Customer shall be liable for the charges exceeding the Credit Limit.

## **22. Confidentiality**

1. The Parties agree that all Confidential Information shall be received in strict confidence, and shall be used only for the purpose of the Agreement, and that no such information or data shall be disclosed by the Receiving Party, its agents, employees or representatives without a prior written consent of the Disclosing Party save and except in the event that such information is: (a) already known by the Receiving Party prior to disclosure; (b) publicly available through no fault of the Receiving Party; (c) rightfully received from a third party without a duty of confidentiality; (d) disclosed by the Disclosing Party to a third party without a duty of confidentiality on such third party; (e) independently developed by the Receiving Party prior to or independent of the disclosure; (f) disclosed under operation of law; and/or (g) disclosed by the Receiving Party with the Disclosing Party's prior written consent.
2. Each Party agrees to take all reasonable precautions to prevent the disclosure to external parties of such information, including without limitation, the terms of the Agreement except as may be necessary by reason of legal, accounting or regulatory requirements imposed by any legal, governmental, regulatory, statutory body and other competent authority.
3. After the expiry or early termination of the Agreement or at any other time during the term of the Agreement and upon Disclosing Party's request, the Receiving Party will immediately and completely either return any and all information received from the Disclosing Party, including without limitation the Confidential Information including any copies thereof to the Disclosing Party or upon request by the Disclosing Party, destroy everything and confirm the destruction to the Disclosing Party in writing. The Receiving Party is not entitled to claim a right of retention with respect to such Confidential Information.
4. The Customer shall not make news release, public announcement, advertisement or publicity concerning the Agreement or any information, document or know-how relating to the Agreement without prior written consent from the Celcom.
5. The obligations of either Party under this clause shall survive the termination of the Agreement.

## **23. Force Majeure**

1. Without limiting the generality of any provision in the Terms and Conditions, Celcom shall not be liable for any failure to perform its obligations resulting from matter beyond Celcom's control including Force Majeure events. Force Majeure events refers to any cause beyond either Party's reasonable control and shall include any act of God (not limited to fires, explosions, earthquakes, drought, lightning, tidal waves and floods), war (not limited to rebellion, revolution, insurrection, military or usurped power, civil war) hostilities (whether war declared or not), invasion, act of foreign enemies, requisition, embargo, military mobilization or operations, acts or threats of terrorism, all emergency acts, directives or omission of the government or any competent authority, riot, commotion, strikes, go slows, lock out, disorder, labour trouble or industrial disputes of any kind, subsidence, or acts or omission of persons or bodies for whom either Party has no control over.
2. Notwithstanding Clause 23.1 above, Customer shall remain liable to pay all fees and charges which are outstanding and/or due and payable to Celcom in accordance with the Agreement.
3. The Service may occasionally be affected by interference caused by objects beyond Celcom's control such as buildings, underpasses and weather conditions, electromagnetic interference, equipment failure or congestion in Celcom's System or telecommunication systems. In the event of such interference, Celcom shall not be responsible for the Customer's inability to use or access to the Service, and interruption or disruption of the Service.
4. Notice of Event of Force Majeure Events: (a) If a Party wishes to claim protection in respect of an Event of Force Majeure, it shall, as soon as reasonably practicable but no later than fourteen (14) days following the occurrence or date of commencement of such Event of Force Majeure, notify the other Party in writing of the nature and expected duration of such Event of Force Majeure and shall thereafter keep the other Party informed until such time as it is able to perform its obligations. The Parties shall use their reasonable endeavours to: (i) overcome the effects of the Event of Force Majeure; (ii) mitigate the effect of any delay occasioned by any Event of Force Majeure, including by recourse to alternative mutually acceptable (which acceptance shall not be unreasonably withheld by either Party) sources of services and materials (if applicable); and (iii) ensure resumption of normal performance of the Agreement as soon as reasonably practicable and shall perform their obligations to the maximum extent practicable; and (b) Subject to Clause 23.4(a), as soon as reasonably practicable following the date of commencement of an Event of Force Majeure, and within seven (7) days following the date of termination of the Event of Force Majeure, any Party invoking the Force Majeure event shall submit to the other Party reasonable proof in writing of the nature of the Event of Force Majeure and of its effect upon the performance of the Party's obligations under the Agreement.

5. Consequence of Force Majeure Event: (a) Neither Party shall be considered in breach of the Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by a Force Majeure event that arises after the Commencement Date/Service Start Date; and (b) In the event that the Force Majeure event prevents a Party from performing its obligations under the Agreement for an aggregate period of thirty (30) days during the term of the Agreement, the other Party shall be entitled to terminate the Agreement by giving a seven (7) day's written notice. Upon the exercise by the other Party of the option to terminate the Agreement in the manner prescribed in Clause 23.5(b) above and the performance of the Parties' respective obligation under this clause, neither Party shall have any further claim against the other in respect of the Agreement except for antecedent breach.

#### **24. No Inducement, Gifts, Canvassing or Soliciting of Confidential Information**

1. Customer shall not under any circumstances give or at any time offer to give or agree to give any person, including any personnel employed by Celcom or acting on Celcom's behalf, any gift, commission or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the provision of the Service or forbearing to show favour or disfavour to any person in relation to the terms set out herein.
2. For the avoidance of doubt, without limitation, Customer shall not directly or indirectly exchange, offer any gift, bribe, commission, provide rebate, consideration, personal service, indulge in unusual hospitality of any kind as an inducement or reward for any act or omission by Celcom's personnel in relation to any events related to the provision of the Service. Customer is further refrained from soliciting confidential information from Celcom's personnel for unethical or illegal advantage with the expectation of unfair gain, profit or advantage.
3. In the event that Celcom has reasonable grounds to believe that Customer has not complied with this Clause 24, then Celcom may at its own discretion: (a) terminate the Agreement; and/or (b) seek such remedies available to it under the law including injunctive relief.

#### **25. Severability and Effect of the Terms and Conditions**

1. If any of the provisions of the Terms and Conditions should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way so long as the substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party and such invalid, illegal or unenforceable provision(s) shall be deemed deleted.
2. Upon determination that any provision of the Agreement is invalid, illegal or incapable of being enforced, Parties shall negotiate in good faith to amend the

Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to ensure that transactions contemplated hereby are fulfilled to the fullest extent possible.

## **26. Governing Law**

1. The Agreement shall be governed and construed in accordance with the laws of Malaysia and Parties agree to submit to the exclusive jurisdiction of Malaysian courts.
2. Subject to Clause 26.1 above, the Agreement is subject to the CMA and any applicable subsidiary legislation, rules, regulations, directives, determinations, standards and/or orders.
3. In the event of any and all disputes, controversies or conflict ("Dispute") between the Parties hereto in connection with the Agreement, the following procedures shall be followed:
  - a. At the initial stage, the nominated representatives of Celcom and the Customer shall first strive to settle the Dispute internally ("1st Level");
  - b. If Dispute is unresolved within thirty (30) days from the date of the Dispute, or any other period agreed by Parties, at the 1st Level, then the senior Management personnel authorized by both Parties (or any person of equivalent authority) shall meet to resolve the Dispute ("2nd Level"); and
  - c. If the Dispute remains unresolved within thirty (30) days, or any other period agreed by Parties, after being escalated to the 2nd Level, the Dispute shall be submitted to the exclusive jurisdiction of the Malaysian courts.

## **27. Notices**

1. Any notice, correspondence and/or other documents to be given by one Party to the other shall be in writing in the English language or other languages mutually agreed by Parties and shall be sent to the address in the SAF or to the other Party's last known address, as the case may be.
2. Such notice, correspondence, and/or other documents shall be deemed to have been served if: (a) sent by registered post, on the second Working Day after the date of posting; (b) sent by ordinary post, on the fifth Working Day after the date of posting; (c) hand delivered, upon delivery; or (d) sent by email, upon sending provided that there is no return email notifying failure of delivery.
3. Such notice, correspondence, and/or other documents received or deemed to be received in accordance with Clause 27.2 above on a day which is not a Working Day or after 5.30 pm on any Working Day according to local time in



the place of receipt, shall be deemed to be received on the next following Working Day.

4. Each Party undertakes to notify the other Party by notice served in accordance with this clause if the address specified herein is no longer an appropriate address for the service of notice.

## **28. Assignment and Novation**

1. Customer shall not assign any or part of the Customer's rights and obligations under the Agreement, or novate the Agreement to any third party without Celcom's prior written consent.
2. Celcom may assign any or part of Celcom's rights and obligations under the Agreement, or novate the Agreement to any third party by notice to the Customer without Customer's consent.

## **29. Indulgence and Waiver**

1. The rights and remedies of either Party shall not be affected by any failure to exercise or delay in exercising any right or remedy provided under the Agreement or by the giving of any indulgence by such Party except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect any other rights or remedies of such Party. No single or partial exercise of any right or remedy by either Party shall prevent any further or other exercise thereof or the exercise of any other right or remedy by such Party.

## **30. Suspension and Termination**

### **Suspension**

1. Celcom has the discretion to suspend, interrupt or disconnect the Service, and without liability pursuant to the following non-exhaustive list of events:
  - a. with notice, if any material information specified by Customer is found to be false;
  - b. with notice, if any amount owing to Celcom is not paid by the Bill's Due Date, and Celcom gives Customer notice requiring payment of that amount but Customer fails to pay that amount within the specified time required by Celcom. If Customer has more than one account with Celcom, Celcom has a right to terminate any or all of the Customer's accounts upon prior written notice should any charges remain unpaid under any one of the Customer's accounts;
  - c. with or without notice, if the Customer commits a breach of any of the Terms and Conditions and that breach is not capable of remedy or if that breach is capable of remedy but the Customer does not remedy that

breach within thirty (30) days after Celcom gives the Customer notice requiring the Customer to do so;

- d. with or without notice, if the Customer's use of the Services is likely, in Celcom's reasonable opinion to create imminent physical harm and damage (including but not limited to interruption, disruption or congestion) to Celcom's network or otherwise;
  - e. with or without notice, if the use of the Services by the Customer is for any purpose other than what Celcom intended it to be used for under the Terms and Conditions, without first obtaining Celcom's prior written consent;
  - f. with or without notice, if Celcom is required to do so to comply with an order, instruction or request of the regulatory authority, government authority or any other competent authority due to illegal, improper or any activities by the Customer or on grounds of public interest or otherwise;
  - g. with notice, to allow Celcom to repair, maintain, upgrade, test or service any part of Celcom's network used to provide the Service;
  - h. with notice, if any technical failure occurs in the Service or Celcom's System; or
  - i. with notice, if Celcom is otherwise entitled to do so under the Agreement.
2. Celcom will endeavour to resume the Service as soon as reasonably possible if suspension or disconnection occurs for the reasons set out in Clause 30.1(g) and (h) above.
  3. If the Service is suspended by Celcom due to the Customer's default, Customer shall continue to be responsible for and pay all charges for the suspended Service relating to any period of suspension.
  4. Celcom may restore the suspended Service, after the condition relating to the suspension has been rectified by Customer to Celcom's satisfaction and subject further to the Customer's payment of the reactivation fee as prescribed in the STC, all outstanding amounts due to Celcom and a refundable deposit as may be required by Celcom for the reconnection of the Service.
  5. Celcom shall not be liable to the Customer or any third party for any damages, loss or expenses incurred as a consequence of any such suspension save and except due to Celcom's fraud, breach of law, default and/or negligence.

### **Termination**

6. Either Party may at any time terminate the Agreement by giving the other Party prior written notice in accordance with the STC. However, the Customer's

termination for convenience shall always be subject to payment of Termination Fee in accordance with the STC.

7. Celcom shall be entitled at its absolute discretion to immediately terminate the Service or Agreement at any time, without liability and with notice pursuant to the following non-exhaustive list of events:
  - a. in the event of a suspension pursuant to the Terms and Conditions, the Service is not able to be restored within three (3) months from the date of suspension;
  - b. if the Customer's use of the Services is likely, in Celcom's reasonable opinion to create imminent physical harm and damage (including but not limited to interruption, disruption or congestion) to Celcom's network or otherwise
  - c. if the use of the Services by the Customer is for any purpose other than what Celcom intended it to be used for under the Terms and Conditions, without first obtaining Celcom's prior written consent or if Celcom reasonably suspects fraudulent, illegal or unlawful use of the Service by the Customer;
  - d. the Customer convenes a meeting of its creditors or suffers a meeting to be convened or other action to be taken with a view to its liquidation or dissolution;
  - e. the Customer if, for any reason whatsoever, is struck off by the Register of Companies of Malaysia;
  - f. proceedings are commenced, including but not limited to winding-up proceedings whether voluntary or involuntary, for the appointment of a receiver or receiver and manager or judicial manager over the Customer or over any of its assets;
  - g. any distress or execution is levied against the Customer or upon the goods or assets thereof and such distress or execution is not discharged within twenty-one (21) days thereafter;
  - h. Customer makes or seeks to make any composition or arrangements with its creditors; or
  - i. if Celcom is otherwise entitled to do so under the Agreement.
8. In addition and without prejudice to any other provision herein, the Agreement shall be terminated without liability to either Party if:
  - a. such termination is necessitated by any order or directive from any lawful, regulatory, governmental or statutory authority having jurisdiction over the matters herein; or

- b. such aforementioned directive or regulation expressly prohibits either Party from performing its obligations under the Agreement.
- 9. Termination shall be without prejudice to any existing rights and/or claims that Celcom may have against the Customer, and Customer shall continue to fulfill the Customer's obligations including payment of all outstanding charges prior to the date of termination, including but not limited to administrative and legal charges applicable.
- 10. Upon termination of the Agreement: (a) Customer shall pay all amounts due to Celcom up to date of termination; (b) all rights granted by Celcom to Customer will terminate immediately; and (c) neither Party shall have any further claim against the other Party save in respect of any antecedent breach.

### **31. Mutual Representation**

- 1. Each Party represents and warrants to the other Party that:
  - a. it shall adhere to the codes, rules, regulations, guidelines, notices, instructions, directives, directions and determinations (including but not limited to the Commission Determinations) as issued by MCMC or other relevant lawful, regulatory, governmental or statutory authority at all times;
  - b. it is a company duly incorporated and validly existing under the laws of Malaysia;
  - c. it has the full right, power and authority under its constitution to enter into and perform its obligations under the Agreement and to carry out all obligations contemplated herein; and
  - d. it has taken all necessary actions to authorize the entry into and performance of the Agreement and to carry out the transaction contemplated by the Agreement.
- 2. The Customer acknowledges that Celcom has entered into the Agreement in reliance of the warranties, representations and undertakings by the Customer in the Terms and Conditions. In the event of an alleged breach or investigation by any lawful, regulatory, governmental or statutory authority of the representations and warranties, Celcom may disclose to any such party all details in relation to the Agreement.

### **32. Miscellaneous**

- 1. No rule of construction or interpretation shall apply to prejudice the interest of the Party preparing the Agreement.
- 2. In the event of a conflict or inconsistency between the terms of the GTC and the terms of the STC, the latter shall prevail.

3. Parties agree and acknowledge that the SAF shall be governed by the Terms and Conditions. In the event of conflict or inconsistency between any legal terms in the SAF and the Terms and Conditions, the former shall prevail.
4. The Agreement constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all previous agreements, understanding, proposals, representations and warranties relating to that subject matter.
5. Those clauses which by their nature would survive the termination of the Agreement shall so survive.
6. Time wherever referred to in the Agreement shall be of the essence.
7. The Agreement shall be binding on and shall inure for the benefit of each Party and their permitted assigns, successors in title, personal representatives, executors and administrators.
8. Any processing fee arising out of the Agreement shall be borne by the Customer.
9. The Agreement shall not be deemed to create any partnership or employment relationship between the Customer and Celcom.

VERSION: 3 October 2018