



### **Internet security (Antivirus) : Terms & Conditions**

**Description of Internet security Service:** This service allows you to request for antivirus Internet security (Service). The Service is a service/application of F-Secure Corporation (F-Secure) provided to you by Maxis.

To use, preview, download and/or subscribe for the Service, you will have to be a subscriber of Maxis' postpaid Or prepaid Broadband service and accept F-Secure's End User License terms (<http://mobile.f-secure.com/license/08/english.html>).

Where applicable, the access and usage of this Service shall also be subject to the Maxis General Terms and Conditions (which include terms and conditions for Website Use, the Rules of Acceptable Use and the Privacy Statement).

**Charges:** You will be charged:

1. for the Service at the rate prescribed by Maxis from time to time and payable in accordance with Maxis' policy and requirements; and
2. for traffic charges (e.g. SMS and related charges for the transmission / delivery of the Service to you).

You are advised to check against the specific details of the rates for the Services and the SMS charges so as to ascertain the exact charges that are applicable for the Services.

Please note that you will be charged for the Service even if the Service was used, subscribed, downloaded and/or viewed by a third party using the Maxis Broadband Services and/or the SIM card registered to you and/or your details registered to your SIM card. If the SIM card does not belong to you or if someone else is paying for the Maxis Broadband Services please obtain that person's consent prior to subscribing for or using the Services.

**Payment:** You agree to promptly pay all amounts due to Maxis as reflected in your official monthly bill statement and for all charges whatsoever occasioned by the use of the Service irrespective of whether such charges were authorized by you or has arisen from any other causes whatsoever.

**Equipment:** You will remain solely responsible to ensure that the Customer Equipment used by you is compatible to provision of the Service. You will continue to be liable for the Cost of the Service even if you are unable to use or view the Service purchased.

**Registration and termination by you:** To subscribe and terminate the Services, you may be required to send us request to the short code number provided to you.

**Delivery of Services:** Your subscription for this Service is at your own risk and is subject to the terms of the F-Secure's End User License terms. Upon registering for the Services and accepting F-Secure's End User License (<http://mobile.f-secure.com/license/08/english.html>) the services will automatically download on to your Customer Equipment. If your download request is incomplete or incorrect or if for any reason whatsoever Maxis is unable to provide or deliver the Services to the Customer Equipment as requested, Maxis has the right to decline to provide the Services without further notice to you in which case you will not be charged for the Mobile Content.

Maxis shall not be liable in any way for failures, defects or delays in the delivery of the application or the Service for any reason whatsoever. You are responsible for all charges incurred if you accidentally erase, replace or delete the Service howsoever.

**Termination and Suspension by us:** Maxis reserve the right to cancel, withdraw, terminate or suspend the Service for any reason whatsoever at its sole discretion without notice to you. You agree that Maxis shall not be liable to you or to any other party for such cancellation, withdrawal, termination or suspension.

**Restrictions and Prohibitions:** Where it is expressly stated that you are restricted or prohibited from storing, editing, transferring, downloading, modifying and/or forwarding the Service to any other medium, device or to any other user or subscriber, you agree to abide by the conditions. If Maxis is of the view that there has been a contravention of these Terms and Conditions, Maxis reserves the right to terminate and/or suspend your access and usage of the Service.

**Indemnity:** You must indemnify Maxis, its related and affiliated corporations against each claim, action, proceeding, judgment, damage, loss, expense or liability incurred or suffered by, or brought, made or recovered against Maxis, its related and affiliated corporations in connection with any breach by you of these Terms and Conditions or in connection with the Service.

**Disclaimer:** The Service is provided on an "AS IS" basis without any representation or warranties of any kind whether express or implied. Maxis, its related and affiliated corporations disclaim and exclude all warranties relating to the content, information, services relating to or in connection with the Services including but not limited to, all warranties of merchantability, fitness for a particular purpose, title, non-infringement, compatibility, security and accuracy. You assume the entire risk as to the results and performance of the Services and related documentation.

To the maximum extent permitted by applicable law, in no event shall Maxis, its related and affiliated corporations be liable to you or anyone else for any direct, indirect, special, exemplary, consequential damages, or any damages whatsoever including but not limited to loss of use, loss of revenue or profits, injury or lost or damaged data or other commercial or economic loss whether in action of contract, negligence or other tortious action, arising out of or in connection with your access, use of, or your inability to access or use the Service or the performance or non performance of the Services, the software or related documentation even if.

You agree that your sole remedy for breach under these Terms and Conditions shall be limited to that provided by F-secure in its End User License terms.