



## TERMS AND CONDITIONS FOR MAXIS HIGH SPEED INTERNET

### 1. DEFINITIONS AND INTERPRETATION

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

**“Act”** means the Communications and Multimedia Act, 1998 as amended and/or revised from time to time.

**“Activation Date”** means the date stated on the Commencement Notice on which the Services and User Account (hereinafter defined) is made ready and available and are activated for the Customer by MAXIS as more particularly described in Clause 2.2 of this Agreement.

**“Addendum”** means any addendum or supplemental executed by the Customer and accepted by MAXIS for additional or supplemental services.

**“Agreement”** means the agreement for the Services made between MAXIS and the Customer in accordance with these terms and conditions, the Registration Form, the Addendum and other documents which are expressly agreed to form part of the Agreement.

**“Charges”** means all sums payable by the Customer to MAXIS for the provision of the Services and all matters relating to the Services at the rate as indicated in MAXIS’ official website or any new rates as may be reviewed at MAXIS’ sole discretion and updated in MAXIS’ official website from time to time.

**“Commencement Notice”** means the notice or certificate issued by MAXIS to the Customer specifying the Activation Date for the commencement of the Services. The Commencement Notice shall also contain the Customer’s Internet Protocol (IP) address or login name and password, as the case may be.

**“Customer”** under this Agreement shall mean a natural person other than a minor and shall include a corporate body, partnership, associations, company, government and/or non-governmental organizations whose application to enter into this Agreement is accepted by MAXIS and shall include his or its successors and permitted assigns and is synonymous with the term "subscriber" or "applicant" wherever used in other correspondence or documents.

**“Customer Equipment”** means the equipment, software and all facilities to be procured, installed and maintained by the Customer at the Customer’s premises in order to use the Services, including without limitation, cabling and wiring which is connected to the Maxis Network as well as the horizontal cabling from the Customer’s premises to the Maxis Network.

**“Customer Information”** any information provided by the Customer to MAXIS including in the Registration Form as part of the registration process.

**“Designated Address”** means the Customer’s installation address for the Services as stated in the Registration Form.

**“High Speed Internet”** means the high speed internet service which provides connection to the internet with speeds ranging from 4Mbps and above when compared to normal broadband services (better known as “Broadband to the General Population” or ‘BBGP’ which delivers bandwidth through wired and wireless technologies at network speeds ranging between 384kbps up to 4Mbps).

**“Internet”** means a global network of interconnected computer networks using the Transmission Control Protocol/Internet Protocol and/or such other standard network connection protocols as may be adopted from time to time, which is used to transmit content that is directly or indirectly delivered for display to an end user whether such content is delivered through on-line browsers, off-line browsers or through “push” technology, electronic mail, broadband distribution, satellite, wireless or otherwise.

**"Leased Equipment"** means equipment which excludes Customer Equipment and may consist of, but is not limited to, Set-Top Box (STB), Optical Network Terminal (ONT), Residential Gateway (RGW) and Single Line Telephone or Digital Enhanced Cordless Telecommunications (DECT), Broadband Termination Unit (BTU) or any part thereof and such other equipment or modem provided by MAXIS on a lease basis to enable usage of the Service by the Customer, as may be decided by MAXIS from time to time at its sole discretion.

**"Log-on Detail"** means the user identification detail and accompanying password supplied to the Customer under this Agreement for access to the Services.

**"MAXIS"** means collectively (i) Maxis Broadband Sdn Bhd (Company No.: 234053-D); and/or (ii) Maxis Mobile Services Sdn Bhd (Company No.: 73315-V) for the provision of the Services, including their successors and assigns.

**"Maxis Network"** means network facilities and/or network services comprising of the system or series of system, equipment, software and facilities operated and/or owned by MAXIS or through any other network deemed necessary to enable the provision of the Services to the Customer.

**"Maxis' Website"** means the URL <http://www.maxis.com.my> or such other URL as may be notified by MAXIS to the Customer from time to time.

**"Maxis Working Hours"** means 9am to 6.30pm on Monday to Friday, excluding gazetted public holidays or such other working hours that may be notified by Maxis to Customer from time to time

**"Minimum Subscription Period"** means the minimum period of twenty four (24) months for the subscription of the Services by the Customer or such other minimum period as may be determined by MAXIS from time to time, and as more particularly described in Clause 3 of this Agreement.

**"Minister"** means the Minister of Information, Communications and Culture or, if different, the Minister administering the Act.

**"Personal Data"** includes the Customer Information required for purposes of applying and registering for the Services and all data relating to the provision of the Services offered to the Customer by MAXIS including but not limited to the call data records or reports related thereto, including any expression of opinion about the Customer.

**"Premises"** means any land, building or structure, whether owned, leased or occupied by the Customer at the Designated Address where the Service is or will be provided.

**"Related Corporations"** means the related corporations as defined under the Companies Act, 1965 and include their respective employees and directors.

**"Registration Form"** means the Customer's duly completed application for the registration to subscribe for the Services and which has been accepted by MAXIS.

**"Registration Date"** means the effective date of this Agreement which is the date upon which MAXIS approves the Customer's application for the Services, as more particularly described in Clause 2.1 herein.

**"Services"** means any and all communications services provided by Maxis including but not limited to High Speed Internet access service, Wireless Broadband service and any other VAS as may be offered by Maxis from time to time.

**"SKMM"** means the Suruhanjaya Komunikasi dan Multimedia Malaysia established under the Act.

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

“VAS” means value added services as may be introduced and/or offered by MAXIS to its subscribers from time to time.

1.2 In the Agreement, unless the contrary intention appears:

- (a) a reference to a statutory provision includes that provision as modified or re-enacted from time to time so far as such modification or re-enactment applies or is capable of applying to any transaction entered into, under or in connection with the Agreement;
- (b) the singular shall include plural and vice versa;
- (c) a reference to a person includes the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (d) words denoting one gender include all genders and words importing persons shall include firms, associations, bodies corporate and unincorporated;
- (e) a reference to “**day(s)**” shall mean a twenty-four (24) hours period as in calendar day and a reference to “**business day(s)**” shall mean any day where commercial banks are open for business in Malaysia, excluding Saturdays, Sundays and gazetted public holidays; and
- (f) where more than one (1) party is referred to as “Customer”, their obligations are joint and several.

1.3 Headings are inserted for convenience only and do not affect the interpretation of the provisions of the Agreement.

1.4 No rule of construction or interpretation shall apply to prejudice the interest of the party preparing the Agreement.

1.5 Where any thing is due to be done on a day which is a not a business day, it must be done on the next business day.

1.6 References to the Agreement shall mean the Agreement as amended from time to time in accordance with the provisions herein.

## **2. AGREEMENT PERIOD**

2.1 This Agreement shall be effective on the Registration Date. MAXIS reserves the right to decline any application for the subscription of the Services without assigning any reason thereto.

2.2 The Services shall commence on the Activation Date as may be indicated on the Commencement Notice issued by Maxis to the Customer.

## **3. MINIMUM SUBSCRIPTION PERIOD**

3.1 The Customer shall subscribe to the Services for a period of not less than the Minimum Subscription Period effective from the Activation Date. In the event of any promotion held by MAXIS for the Services, such other Minimum Subscription Period may be applicable to the relevant promotions as may be prescribed by MAXIS from time to time.

3.2 This Agreement shall remain in full force and effect for the duration of the Minimum Subscription Period. Upon expiry of the Minimum Subscription Period, this Agreement will automatically be renewed on a monthly basis unless earlier terminated by either Party hereto in accordance with the provisions of this Agreement, specifically in Clause 15.

## **4. APPLICATION FOR THE SERVICES**

4.1 Upon submission of the Registration Form, the Customer confirms that all information (and documents) submitted to MAXIS for the purpose of subscribing to the Services (including the Personal Information) are accurate, true, current and complete. The Customer undertakes to inform MAXIS of any updates to such Personal Information in the event of any changes thereto.

4.2 In the event the Customer cancels or terminate his order or application for the Services at any time during the term of this Agreement (whether prior to or after the Activation Date), MAXIS is entitled to charge the Customer the termination Charges as indicated in the table of rates of charges in MAXIS' official website.

## **5. PROVISIONING OF SERVICES**

5.1 Subject to Clauses 2.1 and 2.2, MAXIS agrees to provide the Services to the Customer on best effort and as available basis in accordance with the terms and conditions of this Agreement. Unless otherwise indicated in this Agreement, the Services shall not include the provision or maintenance for the Customer Equipment. The Customer agrees that Customer shall be solely responsible for procuring and maintaining the Customer Equipment.

5.2 For the provisioning of the Services, MAXIS shall establish the connectivity (including the necessary cabling and wiring works) from MAXIS Network to the Leased Equipment and/or the Customer Equipment at the Premises. For this purpose, Customer agrees to lease the Leased Equipment from MAXIS and further agrees to pay MAXIS the Charges for the leasing of the Leased Equipment.

5.3 In the event that the Services is not available at the Designated Address, MAXIS may inform the Customer of this and the Customer's application will be kept in MAXIS' record as an application pending availability of the Services at the Designated Address. Where the Customer's application is recorded as a pending application, MAXIS makes no guarantee or warranty to the Customer that the Services will become available at the Designated Address, and MAXIS shall not be held liable or responsible in the event that MAXIS is unable to provide the Customer with or facilitate availability of the Services at the Designated Address.

5.4 In the event that the Services is available at the Designated Address, MAXIS shall as soon as practicable fix an appointment for and carry out the installation of the Service and the Leased Equipment for the Customer in accordance with the provisions in Clause 7 and the terms and conditions of this Agreement, unless specified otherwise.

5.5 The Customer shall at all times ensure continued supply of electricity to the Premises especially during the installation of the Services. MAXIS shall not be responsible or liable for any problem or interruption in the installation process of the Services arising or due to any disruption of electricity supply to the Premises.

5.6 MAXIS does not guarantee or warrant the availability of the Services or continuous, uninterrupted or secure access to the Internet.

5.7 Without prejudice to any other rights or remedies and notwithstanding any waiver by Maxis of any previous breach by the Customer, MAXIS may, with or without prior written notice given to the Customer, suspend the Services (indefinitely or for such period as MAXIS may consider appropriate or until a problem is proved dissolved) for operational and/or technical reasons or in an emergency situation or in circumstances that concerns national security, any breach of the Act or by directive of the relevant authority including the SKMM or the Minister.

5.8 MAXIS may in its absolute discretion and at any time vary the Services and/or the duration of the Services.

## **6. CUSTOMER READINESS**

6.1 Upon submission of the Customer's application to MAXIS, MAXIS shall conduct a verification and confirmation exercise to determine accuracy of the Customer Information together with availability of the Designated Address provided by the Customer for the subscription of the Service.

6.2 Maxis may conduct site assessment at the Premises prior to the installation activity. The Customer shall be briefed on the installation and cabling guideline and the installation procedure. Customer agrees to adhere to the said guideline and procedures.

- 6.3 For the purposes of installation pursuant to **Clause 7**, the Customer shall ensure that the Customer is ready with all the basic equipments required, including without limitation the following requirements:
- (a) Customer Equipment;
  - (b) Hubs, Routers, Servers (for Networking purposes);
  - (c) Sufficient and continued power/electricity supply, unblocked piping for cabling and trunking, Internal wiring;
  - (d) Personal computer (with CD Drive and LAN connection card (NIC)) and must conform with the specifications described by MAXIS upon registration;
  - (e) DSL Modem (if modem is not leased from MAXIS as part of the package subscribed);
  - (f) Approval in writing of the developer or building management corporation or the building owner for access to the Premises, in the event that the Customer's premises is located at a high rise building that requires the said approval for the installation of the Service; and
  - (g) Any other requirement as specified in the Registration Form and/or or upon terms as MAXIS may notify to the Customer from time to time.
- 6.4 The Customer shall obtain all required consent, permission, license and all the approvals from the developer or the building management corporation or the building owner for MAXIS to access the Premises and perform the installation of the Services.
- 6.5 MAXIS shall not be liable in any way whatsoever for any costs, expenses, loss or damage to any property or injury to any person howsoever caused, whether negligent or otherwise, arising out of any installation activity.
- 6.6 MAXIS and/or its appointed contractor shall not be liable or responsible for any technical problem, loss, interruption or unavailability of the Service, or other loss or damage suffered by the Customer which arises from or is caused by the Customer's Equipment, whether connected to the Leased Equipment or otherwise.
- 6.7 In the event the Customer requests for MAXIS' appointed contractor to conduct additional cabling or wiring other than Maxis standard cabling and wiring procedure, or further technical investigation for the purpose of identifying and/or rectifying any problem arising from the Customer Equipment and MAXIS' appointed contractor agrees to render such assistance, the Customer shall bear all the costs and expenses involved and as may be imposed by the contractor. MAXIS will not be involved or responsible for any fees or charges for such additional services which MAXIS' appointed contractor may impose on the Customer. MAXIS shall not be liable or responsible for any loss or damage suffered by the Customer howsoever caused, whether negligent or otherwise arising out of the provision of additional support services to the Customer and/or in relation to the Customer's Equipment by any appointed contractor.

## **7. INSTALLATION OF THE SERVICES**

- 7.1 Upon the Customer's readiness for the provision of the Services pursuant to Clause 6, the parties shall fix an appointment (at a mutually agreed date and time pursuant to Clause 7.2 below) allowing MAXIS and/or its authorised representative and/or registered contractor ("MAXIS' Installer") to perform the installation of the Services including the Leased Equipment at the Customer's Designated Address for installation. The Customer consents to MAXIS and/or MAXIS' Installer to perform all required and necessary works including the cabling and wiring work for the installation of the Services and the Leased Equipment at the Designated Address.
- 7.2 MAXIS may install the Services within seven (7) days from the Registration Date or the earliest date that is available for the installation of the Services. Any request for rescheduling or cancellation of the installation appointment date (if any), shall be communicated to MAXIS within three (3) days prior to the fixed installation appointment date. MAXIS reserves the right to charge the Customer for any late rescheduling or cancellation request.
- 7.3 The installation of the Services shall at all times be subject to the availability of MAXIS' Installers.
- 7.4 MAXIS shall only provide surface trunking for the cable wiring within the Customer's Premises or whenever the existing underground piping within the Customer's Premises is blocked. In the case where the Customer requires concealed cable (for example in cornices, false ceilings, walls for inside premise or

under the tiles for outdoor premise), the Customer shall, at its own costs, be responsible to get its own contractor to carry out the hacking and concealment work. MAXIS shall set another appointment date for the installation of the Services. Customer will be charged for the appointment deferment.

- 7.5 The Customer must be present during the site assessment and the installation activity. Alternatively, the Customer may designate a person aged eighteen (18) years and above to acknowledge the installation of the Services. MAXIS will not proceed with the installation activity in the absence of the Customer or the designated person.
- 7.6 Maxis shall conduct connectivity testing upon completion of the installation activity. Upon successful completion of the test, both the Customer and MAXIS shall sign the certificate of acceptance of the Service on the Premises. Such certification may be deemed as the Commencement Notice. The Charges shall commence upon completion of the connectivity testing at the Premises.
- 7.7 In the event that the Customer is not ready with the basic equipment and/or requirement as required in Clause 6 above, the installation of the Services will be deferred. The Customer shall resolve any issues (being the cause of the deferment) and reschedule a new installation appointment within twenty one (21) days from the such cancelled date, failing which the application for the Services will be cancelled and is deemed terminated. The Customer shall be charged for such termination of the Services. The Customer may indicate the new preferred date and time for the installation appointment but the actual appointment date is still subject to the availability of MAXIS' Installer.

## **8. CHARGES AND PAYMENT**

- 8.1 The Customer must, throughout the duration of this Agreement:
- (a) promptly pay all amounts of Charges due to MAXIS as reflected in the official bill statement and for all Charges whatsoever occasioned by the use of the Services, irrespective of whether such Charges were authorised by the Customer, had exceeded the Customer's credit limit or had arisen from any other causes whatsoever; and
  - (b) continue to be liable for any applicable Charges and fees during the period of interruption, suspension or loss of the Services or part thereof from any cause whatsoever and cease to utilize the Services or any part thereof for such period as may be required by MAXIS.
- 8.2 The Customer's official start billing date will commence from the Activation Date.
- 8.3 Any refundable deposit tied to the Services or any part thereof shall be held to the Customer's credit and repaid to the Customer without interest after termination of the Services, and subject to the deduction of any amount due to MAXIS by the Customer. MAXIS reserves the right to deduct from the refundable deposit any amount due and payable to MAXIS at any time and may request the Customer to make a further refundable deposit payment towards maintaining the refundable deposit at the level determined by MAXIS.
- 8.4 The Customer agrees to pay all Charges applicable for the provision of the Services including but not limited to the deposit Charges, the installation Charges, the monthly subscription Charges, the appointment deferment Charges, etc at the applicable rates indicated in the Registration Form or such rates as may be prescribed and informed to the Customer by MAXIS from time to time via MAXIS' official website.
- 8.5 The monthly subscription Charge for the Services shall be continuously chargeable and payable by the Customer from the Activation Date regardless of the usage by the Customer of the Services.
- 8.6 The Charges for the provision of the Services shall commence from the Activation Date. The Customer shall be liable for and shall promptly pay to MAXIS, within the time period specified in MAXIS' bill for the Services, all Charges, fees, rentals, costs, taxes or other amounts whatsoever as reflected in MAXIS' bill, notwithstanding that the Customer may dispute the same for any reason(s) whatsoever.
- 8.7 The Customer has fourteen (14) days from the date of the official bill statement to notify MAXIS in writing of any valid disputes or errors arising from the official bill statement, failing which the Customer shall be deemed to have accepted the official bill statement rendered for any period as correct and final.

- 8.8 The Customer hereby acknowledges and agrees that his or her or its obligation to pay promptly all Charges due and payable as stated in the official bill statement to MAXIS shall not be waived, absolved or diminished by virtue of:-
- (a) the Customer not receiving any official bill statement from MAXIS for any particular billing period; and/or
  - (b) the Customer's failure or neglect to check, enquire, understand and ascertain the nature of the Services subscribed or used by the Customer and the applicable charges associated with such Services.
- 8.9 In addition to its obligations under Clause 8.1, it shall be the Customer's responsibility to:-
- (a) request from MAXIS for the official bill statement which it has not received for any given billing period;
  - (b) to check the applicable handbooks or brochures and/or addendums or supplemental thereto made available by MAXIS from time to time and make the necessary enquiries with MAXIS to understand and ascertain the nature of the Services subscribed or used by the Customer and the applicable charges associated with the Services.
- 8.10 In the event the amount stated in MAXIS' bill or any part thereof remains unpaid after the due date, MAXIS reserves the right to charge the Customer interest on the sum that remains unpaid as aforesaid at the rate of 1.5% per month to be calculated from the due date to the date of full payment.
- 8.11 The Customer agrees to bear all legal costs and expenses incurred by MAXIS in recovering any moneys, charges, costs, and expenses payable by the Customer under the Agreement, and the Customer also agrees to indemnify MAXIS against all costs, expenses and charges or legal fees incurred by MAXIS in enforcing the Agreement or in bringing any action or proceeding to recover all charges, costs and expenses payable by the Customer.
- 8.12 The Customer acknowledges and agrees that MAXIS may offset any outstanding payment from the Customer with any refund of any unclaimed money that may be due to the Customer. For this purpose, 'unclaimed money' means all sums of money which are legally payable to the Customer and have remained unpaid for a period of not less than one (1) year they have become payable.

## **9. ALTERATION/MODIFICATION**

- 9.1 A request by the Customer for relocation of Services and/or the Leased Equipment shall be considered and treated as a termination of Service (refer to Termination of Services) and such relocation shall be subjected and treated as a new installation of the Services.
- 9.2 Any alteration/modification/restoration/investigation to the Service or Service configuration, based on the Customer's request is chargeable to the Customer at a rate as specified in the Registration Form or any other rate as may be specified by MAXIS from time to time.

## **10. CHANGE OF SERVICE PACKAGE PLAN**

- 10.1 Subject to Clauses 10.2 and 10.3 hereinafter mentioned, the Customer may upgrade or downgrade the Service package plan and/or the bandwidth of the Services whether during or after the Minimum Subscription Period, subject to MAXIS' prior written approval and the bandwidth availability of MAXIS' network.
- 10.2 Every request for upgrade in the Service package plan or upgrade or downgrade of the Service bandwidth is chargeable. All upgrade or downgrade agreed shall be documented to reflect the new requirement and the new price which shall be payable upon such application to upgrade.

10.3 In the event of termination of the Service before expiry of the Minimum Subscription Period, the Customer shall be liable to pay the upgrade rate of the Service Charges for the remainder of the Minimum Subscription Period.

## 11. CUSTOMER'S OBLIGATIONS

11.1 The Customer shall, at its sole expense, procure, install, maintain and be responsible for the Customer Equipment required to facilitate access to the Services to enable connection to the Maxis Network and the Leased Equipment.

11.2 The Customer shall be responsible for ensuring the compatibility of the Customer Equipment with the Maxis Network and the Leased Equipment. In the event that changes are introduced to the Maxis Network and/or the Leased Equipment, the Customer shall be responsible for ensuring the continued compatibility of the Customer Equipment with the Maxis Network and/or the Leased Equipment and the Customer shall have no claim whatsoever against MAXIS arising therefrom.

11.3 The Customer Equipment must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption and clearance requirements.

11.4 The Customer shall not:

- (a) send or disclose Log-on Details to any person other than MAXIS;
- (b) store Log-on Details in any form, whether coded or un-encoded, in a location where they are capable of being read by anybody other than the Customer;
- (c) share the Service with any person without the prior written consent of MAXIS.

11.5 The Customer shall:

- (a) use the Services only for the purpose for which it is intended;
- (b) at all times use only his own Log-on Details for accessing the Services;
- (c) be responsible for the secure storage of Log-on Details, including without limitation changing the Customer's passwords from time to time and shall not reveal the same to any other person;
- (d) be responsible for all usage of, and charges for, the Services;
- (e) ensure the Customer's readiness for installation of the Services on the appointment date as provided in **Clause 7** herein;
- (f) comply with all notices or instruction given by MAXIS from time to time in relation to the use of the Services;
- (g) comply with the rules of any network to which the Customer has access through the Services;
- (h) conform to the Internet etiquette that is required by electronic forums including but not limited to MAXIS' Use of Website, Rules of Acceptable Use and Privacy Statement, all of which are available at MAXIS' Website and the SKMM rules, regulations and guidelines;
- (i) be solely responsible for obtaining, at his own cost, all licenses, permits, consents, approvals, and intellectual property or other rights as may be required for using the Services;
- (j) be solely responsible for all information retrieved, stored and transmitted by the Customer through the use of the Services;
- (k) be responsible for ensuring that the Customer Equipment is equipped with network card;
- (l) obtain MAXIS' prior consent before making any changes to the Maxis Network configuration and interconnecting the private network to any public network;
- (m) provide true, accurate and complete information as requested in the Registration Form and when requested by MAXIS, from time to time;
- (n) comply with and adhere to the terms and conditions of this Agreement
- (o) comply with and not contravene with any and all applicable laws of Malaysia relating to the Services, including without limitation the Act and its subsidiary legislation, other acts, statutes, by-laws, rules and regulations issued by relevant government and regulatory agencies, which may be amended from time to time;
- (p) provide basic infrastructure for installation of the Leased Equipment including but not limited to internal wiring and in the event that the Customer is not leasing the Leased Equipment from MAXIS, the Customer shall be responsible for purchasing the equipment at his own cost to enable connectivity of the Service;

- (q) be responsible for any change and cost associated to any modification made to the external or internal wiring for connectivity of the Service. If the Customer conducts any renovation work that obstructs any access to any drop wire termination point, any necessity for the relocation of drop wire termination points as determined by MAXIS shall be at Customer's cost. Save as aforesaid, any costs associated with relocation of drop wire termination points solely as a result of MAXIS' requirement shall be borne by MAXIS;
- (r) pay and settle all Charges and any other charges due to MAXIS in accordance with this Agreement;
- (s) abide and adhere to the terms and conditions of this Agreement and any amendments, changes and variations thereto; and
- (t) be responsible to maintain in good condition any Leased Equipment by MAXIS. In the event the Leased Equipment and any part of the Leased Equipment is faulty, lost or damaged due to any fault, act, omission or negligence of the Customer, the Customer shall bear the cost of the Leased Equipment according to its depreciated value which shall be determined by Maxis,
- (u) not resell or sublet or transfer the Services and/or the Leased Equipment or otherwise provide the Services and/or Leased Equipment to anyone without the prior consent of MAXIS,
- (v) report immediately to MAXIS upon the discovery of any fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts in relation to the Service, Leased Equipment and its use. In this respect, the Customer agrees to lodge a police report whenever instructed by MAXIS (if one has not already been lodged) and to give MAXIS a certified copy of such report,
- (w) be present during all appointment dates either for the installation of the Services, restoration of the Services and/or repossession of the Leased Equipment; and
- (x) comply with the following additional terms and conditions :
  - o Maxis Fair Usage Policy ([www.maxis.com.my/personal/broadband/termncon.asp](http://www.maxis.com.my/personal/broadband/termncon.asp)); and
  - o General Terms and Conditions ([www.maxis.com.my/personal/general/tnc\\_general.asp#aur](http://www.maxis.com.my/personal/general/tnc_general.asp#aur)) (Collectively 'Our Customer Terms').

11.6 The Customer shall not use the Services:

- (a) to send unsolicited or unwelcome or bulk electronic mail messages of any kind to anyone or otherwise cause excessive or disproportionate load on the Services or the Maxis Network;
- (b) to gain unauthorised access to any computer system connected to the Internet or any information regarded as private by other person;
- (c) for any unlawful purposes such as, but not limited to vice, gambling or other criminal purposes whatsoever or for sending to or receiving from any person or displaying any message or posting which is offensive on moral, religious, communal or political grounds, or is abusive or of an indecent, obscene or menacing character;
- (d) for any purpose which is against public interest, public order, national or racial harmony;
- (e) to send or receive any message which is offensive on moral, religious, racial or political grounds or of any anxiety to any person including a company or a corporation. Transmission of any material in violation of any international, federal, state or local laws or regulations is prohibited;
- (f) to publish defamatory, infringing, obscene or other unlawful material;
- (g) in connection with the infringement of the copyright, patent, trademark, trade secret or other proprietary rights of any third party or rights of publicity or privacy;
- (h) interfere with, damage, disrupt or unlawfully use or gain access to any service, equipment or computer network without authorisation by the owner of the said service, equipment or computer network;
- (i) in violation of any laws relating to unfair competition, anti-discrimination or false advertising;
- (j) that result in distribution of viruses, trojan horses, worms, time bombs, cancelbots, or other similar harmful or deleterious programming routines;
- (k) in any manner, which in the opinion of MAXIS may adversely affect the use of the Service by other Customers or efficiency or security as a whole.

11.7 The Customer shall freely provide MAXIS with regular feedback, as requested by MAXIS from time to time, in respect of the Service. Furthermore, the Customer agrees to participate in a survey or a focus group to provide feedback on the Service.

## **12. SECURITY OF DATA, LEASED EQUIPMENT AND CUSTOMER EQUIPMENT**

- 12.1 The Customer shall take all precautions and appropriate measures necessary to protect and safeguard the Leased Equipment, Customer Equipment, Customer system, data and network.
- 12.2 The Customer shall be responsible for maintaining the confidentiality of his, her or its passwords, if any, (including without limitation changing his passwords from time to time) and shall not reveal the same to any other person. Where user identification is necessary to access the Service, the Customer shall use only his, her or its user identification.
- 12.3 The Customer shall inform MAXIS immediately (within 24 hours) if the account or Log-on Detail is stolen or lost. Prior to such a report being lodged with MAXIS, the Customer shall remain responsible for all transactions and access using the account and/or Log-on Detail by any third party. MAXIS shall not be held liable or responsible for any prohibited and/or unauthorised use of the Services as provided in this Agreement.
- 12.4 The Customer acknowledges that MAXIS shall not be liable for the security of the Customer's data on any of the Customer Equipment or passing over the Services or the Maxis Network and that MAXIS shall have no obligation to ensure, and makes no representations or warranties concerning the security of such data. The Customer shall be solely responsible for the data retrieved, stored or transmitted through the Services or the Maxis Network.
- 12.5 The Customer agrees that MAXIS and its Related Corporations shall not be liable for any unauthorised access to the Customer's data even where the access occurs as a result of a fault in the Maxis Network or any other equipment or software owned, operated or supplied by MAXIS.

## **13. LEASED EQUIPMENT**

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

## **14. MAXIS' RIGHT**

- 14.1 MAXIS and/or its Related Corporations reserves the right to make any alteration or changes to the Services, Leased Equipment or any part thereof, or suspend the Services or any part thereof without prior notice. MAXIS and/or its Related Corporations shall not be liable for any loss or inconvenience to the Customer resulting therefrom.
- 14.2 MAXIS reserves the right at its absolute discretion, from time to time, to vary, add to or otherwise amend the terms and conditions of the Agreement or any part thereof including the Charges. The Customer's continued use of the Services after the effective date of any variation, addition or amendments to the terms and conditions of the Agreement including the Charges shall constitute unconditional acceptance of such variations, additions or amendments by the Customer.
- 14.3 MAXIS reserves the right at any time to require the Customer to pay any outstanding amount within seven (7) days from such notice to the Customer.
- 14.4 Use of the Services is subject to the Customer's credit limit. Upon the Customer's request and/or when MAXIS deems fit in its absolute discretion, the credit limit may be restricted, limited, reduced or increased subject to further terms and conditions as MAXIS deems fit to impose. MAXIS may in its absolute discretion bar or suspend the Services or part thereof if the credit limit is exceeded but MAXIS is not obliged to ensure and makes no representation whatsoever that automatic suspension or barring of the Services or part thereof will occur upon the call and other usage charges reaching the Customer's credit limit. It is the Customer's responsibility to ensure that its calls and other usage charges do not exceed the credit limit. For the avoidance of doubt, the Customer shall be obliged to promptly pay all call and other usage charges notwithstanding that the credit limit has been exceeded.

## **15. SUSPENSION AND TERMINATION**

The Agreement shall commence on the Registration Date and shall continue until terminated by the Customer or MAXIS pursuant to this Agreement.

The Services shall commence on the Activation Date and shall continue during the Minimum Subscription Period or any extension thereof until terminated by the Customer or MAXIS pursuant to this Agreement.

- 15.3 In the event the Customer:
- (a) fails to pay in full any sums or Charges due and payable pursuant to the Agreement within seven (7) days of the relevant due date for payment; or
  - (b) is otherwise in default of its obligations under the Agreement and has not remedied the default within fourteen (14) days of receipt of written notice from MAXIS requiring remedy of such default; or
  - (c) is insolvent or takes any corporate action or other steps are taken or legal proceedings are commenced from its winding up, liquidation or dissolution (other than for purposes of solvent reconstruction on terms approved by MAXIS) or for the appointment of a receiver, receiver and manager, official manager, liquidation, provisional liquidator, trustee, or similar officer over the Customer or any or all of its revenues or assets;

MAXIS shall be entitled by written notice to the Customer to treat such failure, breach or default as a repudiation of the Agreement and to immediately terminate the Agreement and the Services.

- 15.4 Without prejudice to MAXIS' rights under this Agreement, MAXIS shall be entitled at its absolute discretion to immediately suspend or terminate the Services or any part thereof or the Agreement, without liability, at any time, without any notice and may not be required to give any reason whatsoever, including but not limited to the following reasons:
- (a) if any technical failure occurs in the Services or Maxis' Network or the Related Corporations' network;
  - (b) while the Services are being upgraded, modified or maintained;
  - (c) if the Customer breaches any of the terms and conditions of the Agreement and/or any Addendum;

- (d) if the Customer does anything which may in MAXIS' opinion, lead to, including but not limited to, the damage or injury to the Services or MAXIS' and/or the Related Corporations network and/or reputation;
- (e) if MAXIS is required to do so by law, statute, enactment, code or by any relevant authorities including the SKMM;
- (f) if it is in MAXIS opinion that the Services, MAXIS' or the Related Corporations network is or may be used fraudulently, illegally or for unlawful purposes; or
- (g) suspension of the Services for the purposes of scheduled preventive maintenance, corrective maintenance and network upgrading necessary to be carried out on Maxis' network. MAXIS is not liable for any loss (including any loss of revenue) by the Customer due to loss of service or connectivity (outage) during the implementation of the maintenance work.

MAXIS will endeavour to resume the Services as soon as possible if suspension or disconnection occurs for the reasons set out in Clause 15.4(a) and (b) above. The Customer shall be liable for all applicable Charges during the period of interruption, suspension or loss of the Services or part thereof from any cause whatsoever.

- 15.5 MAXIS reserves the right to restrict access to the Services, suspend or terminate the User Account if the Customer consistently uses the Services to download or upload extremely high volume data. For the avoidance of doubt, the Services is not designed for consistent or extremely heavy users, particularly use of peer-to-peer applications or consistent use of any other applications that may or will have a detrimental affect on MAXIS Network's performance and/or other customer's use of the Services.
- 15.6 The Customer shall use the Services within the bandwidth range applied for in the Registration Form. MAXIS reserves the right at its sole discretion to suspend and/or request the Customer to increase the bandwidth at any time in the event the Customer's usage of the Services has exceed the bandwidth range applied for, failing which MAXIS shall not be responsible for any service degradation.
- 15.7 Any suspension of the Services or any part thereof by MAXIS pursuant to the provisions of this Agreement shall not prejudice the right of MAXIS to continuously bill the Customer for the Service Charges for the remaining duration of the Minimum Subscription Period and/or recover all other Charges, costs and interests due and other incidental damages incurred thereto. MAXIS may in its absolute discretion reconnect the Services, subject to the Customer paying a reconnection fee, all outstanding amounts due to MAXIS and a refundable deposit as may be required by MAXIS for the reconnection of the Service
- 15.8 In the event MAXIS is in material default of any of its obligations under the Agreement and has not remedied the default within thirty (30) days of receipt of written notice from the Customer requiring the remedy of the default, the Customer may, by written notice to MAXIS, be entitled to terminate the Agreement forthwith.
- 15.9 In the event of termination of the User Account at any time during the Minimum Subscription Period, the Customer shall be liable to pay to MAXIS the monthly recurring Charges for the Services for the remainder of the Minimum Subscription Period within thirty (30) days from the date of such termination.
- 15.10 In the event the termination of the User Account at any time after the expiry of the Minimum Subscription Period, the Customer shall be liable to pay MAXIS the monthly recurring Charges due up to and including the date of termination of the Services within thirty (30) days from the date of such termination.
- 15.11 On termination of the Agreement by the Customer or MAXIS for any reason whatsoever, the Customer shall immediately pay MAXIS and be liable for:
  - (a) all outstanding Charges in accordance with the Customer's account and/or relating to the Services with MAXIS;
  - (b) all Charges and amounts due and unpaid as at the termination date and any accrued interests thereon;
  - (c) the cost of the Leased Equipment if is not returned in good condition, fair wear and tear excepted.

## **16. INDEMNITY**

- 16.1 The Customer undertakes and agrees to indemnify and hold MAXIS and its Related Corporation and their respective employees, officers, suppliers, contractors and agents harmless from and against any and all claims, demands, damages, loss, costs, charges, liabilities and expenses (including solicitor's fees and costs) of every nature directly and indirectly, arising out of or in connection with, including but not limited to:
- (a) any claims for libel, invasion of privacy, infringement of patent, trademark, copyright or intellectual property right or other proprietary right, breach of confidence or breach of any law or regulation whatsoever arising from or attributable to the Customer Equipment, Customer data or the use of the Services or the Leased Equipment (whether with or without Customer's authorisation);
  - (b) the use of the Services by a person using the Logon Details with, or without, the Customer's consent and/or authority;
  - (c) any non-compliance with or breach of any provisions of this Agreement by the Customer;
  - (d) any negligent or wilful act of the Customer or any of its officers, employees, contractors or agents which would have been a breach of this Agreement if performed by the Customer using the Log-on Details; and
  - (e) any damage to property or personal injury (including death) arising from or in connection with the Customer Equipment.
- 16.2 The Customer shall indemnify and keep indemnified MAXIS from any loss, damage, liability or expenses arising from any claims for libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever arising from the material transmitted, received or stored via the Services or part thereof and from all other claims arising out of any act or omission of the Customer or any unauthorized use or exploitation of the Services or part thereof.

## **17. CUSTOMER'S WARRANTIES**

- 17.1 The Customer warrants that:
- (a) he, she or it has the power to enter into and observe all its obligations under the Agreement;
  - (b) all consents, qualifications and authorisations from all necessary or relevant parties (including but not limited to developers, building management corporations or building owners) government and other authorities for the performance by the Customer of his, her or its obligations hereunder have been duly obtained and are in full force and effect; and
  - (c) the execution, delivery and performance by the Customer of the Agreement have been duly authorised by all necessary corporate action and that the Agreement constitutes a valid and effective and legally binding contract and shall be enforceable against the Customer in accordance with the terms herein.
- 17.2 The Customer hereby agrees to indemnify and shall keep indemnified MAXIS from any loss, damage, liability, costs or expenses arising from any claims for libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever arising from the material transmitted, received or stored via the Services or part thereof and from all other claims arising out of any act or omission of the Customer or any unauthorized use or exploitation of the Services and/or the Leased Equipment or part thereof.
- 17.3 The Customer shall not use the Services and/or the Leased Equipment to cause embarrassment, distress, annoyance, irritation or nuisance to any person.
- 17.4 The Customer undertakes and agrees to inform MAXIS immediately of any change of the Customer's information provided in the Registration Form and/or to MAXIS for purposes related to and associated with the Services. The Customer's failure to do so shall be a waiver of the Customer's rights, including the rights to be notified under this agreement and shall constitute a breach of terms and conditions of this Agreement for which MAXIS reserves the right to suspend, disconnect the Services or terminate this Agreement.

## 18. DISCLAIMERS AND LIMITATION OF LIABILITY

- 18.1 The Service is provided on an “AS IS” basis and the Customer expressly acknowledges that no condition, warranty or representation is given or made by MAXIS or the employees, officers, personnel, representatives, customers or agent (collectively “**Personnel**”) of MAXIS and its Related Corporations with respect to the Services and/or the Leased Equipment and all other conditions, warranties, guarantees or representation, express or implied, statutory or otherwise: (i) as to the state, quality, description or otherwise of the Services and/or Leased Equipment; or (ii) as to the Services and/or Leased Equipment’s fitness for any purpose, merchantability, non-infringement; or (iii) which arises from a course of dealing, usage, law or trade practice; or (iv) as to performance of any equipment, Leased Equipment or materials supplied in connection with the provision of the Services; are hereby expressly excluded to the fullest extent permitted by law.
- 18.2 The Customer shall exercise discretion when using the Services at all times and MAXIS shall not be held responsible and hereby disclaims any and all liabilities whatsoever with regard to any information or content accessed through the Service by the Customer.
- 18.3 Notwithstanding anything to the contrary herein contained, in no event shall MAXIS, its Related Corporation and their respective Personnel or suppliers be liable to the Customer in contract, tort (including negligence whatsoever) or otherwise in respect of any claim brought by a third party or by the Customer whatsoever for any loss of profit or revenue or loss of business or loss of data or for interrupted or suspended communications or for any direct, indirect, special, incidental, consequential damages, or for any injury caused or suffered by a person or damage to property or any damages arising out of or in connection with the Services, Leased Equipment or the Agreement, whether or not MAXIS, its Personnel or suppliers was or should have been aware of the possibility that such damage or loss would occur. The aforesaid limitation and exclusion shall apply to the fullest extent permitted by law. The exclusion referred to here applies to any action giving rise to an obligation, duty or liability even if the action was not authorised or capable of being authorised by the Customer.
- 18.4 Without limiting the generality of Clause 18.3, MAXIS and/or its Related Corporations shall not be liable for:-
- (a) any claim for libel, slander, infringement of any intellectual property rights arising from the transmission and receipt of material in connection with the Service and any claims arising out of any act or omission of the Customer in relation to the Service or any part thereof.
  - (b) any loss or damage caused to the Customer as a result of the suspension/barring/termination of the Agreement and the interruption/loss of the Service or any part thereof from any cause.
  - (c) any loss, distortion or corruption of data arising from the use of the Service to transmit data or for data communication purposes at any stage of the transmission including any unlawful or unauthorised access to the Customer’s transmission or data.
  - (d) interruption or unavailability of the service as a result of including but not limited to adverse weather conditions, electromagnetic interference, equipment failure or congestion in MAXIS’ and/or the Related Corporations’ network or telecommunication systems.
- 18.5 MAXIS and/or its Related Corporations shall not be liable for, and the Customer agrees to indemnify MAXIS and/or its Related Corporations against all claims, losses, liabilities proceedings, demands, costs and expenses (including legal fees) which may result or which MAXIS and/or its Related Corporations may sustain in connection with or arising from the provision of the Services and/or the leased Equipment to the Customer.
- 18.6 Without prejudice to the foregoing, in the event a court or an arbitrator holds or finds MAXIS and/or its Related Corporations liable to the Customer for any breach or default by MAXIS and/or its Related Corporations, the Customer agrees that the amount of damages payable by MAXIS and/or its Related Corporations to the Customer shall not at any time exceed the sum of RM500.00 notwithstanding any order, decree or judgment to the contrary.

## **19. PERSONAL DATA**

- 19.1 The Customer acknowledges that MAXIS and/or its Related Corporations collect, use, disclose and otherwise process Personal Data as set out in the Maxis Privacy Statement. The current version of the Maxis Privacy Statement is available at [www.maxis.com.my](http://www.maxis.com.my) and at all Maxis Service Centres.
- 19.2 MAXIS may update the Maxis Privacy Statement from time to time. When it changes the Maxis Privacy Statement in a material way, it will post notice of this at [www.maxis.com.my](http://www.maxis.com.my) and will also attempt to notify the Customer directly using either email, SMS or post.
- 19.3 The Customer will be deemed to have consented to the use of their Personal Data in the manner set out in the Maxis Privacy Statement by submitting their Personal Data and using the Services.

## **20. NOTICES**

- 20.1 Any legal notices or communications to be given by MAXIS to the Customer under the Agreement shall be in writing and sent to the Customer's last known address or facsimile number states provided and stated in the Registration Form submitted to Maxis during the application process for the Services. Any notice to be given by the Customer to MAXIS shall be in writing and sent to **Maxis Broadband Sdn Bhd**, Level 18, Menara Maxis, Kuala Lumpur City Centre, 50088 Kuala Lumpur or to any other address notified by MAXIS from time to time or fax to MAXIS at +603 2330 0571 (Attention: Head of Broadband Division) or to any other fax number notified by MAXIS from time to time or as published in the official website ([www.maxis.com.my/personal/general/tnc\\_highspeedinternet.asp](http://www.maxis.com.my/personal/general/tnc_highspeedinternet.asp)) and/or published in and/or published in national newspapers in the main languages, published daily and circulating generally throughout Malaysia, as the case may be.. A copy of the said notice shall in addition be sent by the Customer to the MAXIS' General Counsel Legal Department or faxed accordingly at +603 2330 0576 or to any other fax number notified by MAXIS from time to time.
- 20.2 For operational or technical notices or communications to be given by one party to the other, the party may contact the other party by telephone or electronic mail at its last known telephone number or electronic mail address respectively.
- 20.3 Any notice given pursuant to this Clause shall be deemed to have been served if:
- (a) sent by prepaid registered post, on the second business day after the date of posting;
  - (b) sent by ordinary post, on the fifth business day after the date of posting;
  - (c) hand delivered, upon delivery provided it is delivered during MAXIS Working Hours on a business day; or
  - (d) sent by facsimile, upon completion of transmission.

## **21. FORCE MAJEURE**

- 21.1 Without limiting the generality of any provision of this Agreement, MAXIS and/or its Related Corporations shall not be liable for failure to perform its obligations under the Agreement caused by an act of God, insurrection or civil disorder, war, military operations or act of terrorism, national or local emergencies, act or omissions of government or other competent authorities, industrial disputes of any kind, fire, lightning or explosions, flood, inclement weather, subsidence, acts or omissions of persons or entities for whom MAXIS and/or its Related Corporations have no control over, including third party suppliers or operators, contractors or agents whom MAXIS may use to perform the Services or any part thereof, or any cause whether similar or dissimilar or outside MAXIS' and/or its Related Corporations' reasonable control.
- 21.2 The parties hereby agree that either party may terminate this Agreement, by giving fourteen (14) days notice to the other party in the event that the force majeure event which has occurred prevents either party from performing and/or continuing its obligations for more than a period of sixty (60) days.
- 21.3 Notwithstanding the event of force majeure, the Customer shall remain obliged to pay all fees and Charges which are outstanding and/or due and payable to MAXIS in accordance with the Agreement.

## **22. GOVERNING LAW AND JURISDICTION**

22.1 The Agreement and the transactions contemplated by the Agreement shall be governed by and construed in accordance with the laws of Malaysia without reference to its principle of conflict of laws. Disputes arising out of or related to the Agreement shall be exclusively subject to the jurisdiction of the courts of Malaysia.

## **23. COSTS AND TAXES**

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

23.2 Any costs incurred in relation to preparation and legal review of this Agreement shall be borne by MAXIS and the Customer respectively.

23.3 The Customer shall bear all government taxes, levies and other costs imposed by law in relation to the provision of the Service by MAXIS. In the event service tax and goods and services tax ("GST") is applicable to services or equipment provided MAXIS under this Agreement, MAXIS is entitled to charge the service tax or GST payable to the government on the Service and/or any MAXIS services or equipment supplied to the Customer and these taxes shall be added to the bills issued to the Customer.

23.4 In the event GST is applicable as contemplated by Clause 23.3 hereinabove, MAXIS shall:

- (a) provide to the Customer information that may be reasonably required to establish the liability for GST;
- (b) provide a tax invoice as may be required by the Customer to enable the Customer to claim an input tax credit under the law applicable to GST ; and
- (c) where a taxable supply has been made and consideration charged but the applicable GST has not been charged, the increase in the consideration required by clause 23.2 shall be paid by the Customer. (Comment: Sharifah – not sure what circumstances are contemplated by this para – the GST is normally reflected in the invoice)

23.5 If the fees, charges, damages or any other monies due under this Agreement by the Customer to MAXIS is to be recovered through any process of law or if the said monies or any part thereof shall be placed in the hands of solicitors for collection, the Customer shall pay (in addition to the said monies) MAXIS' solicitors fees and any other fees or expenses incurred in respect of such collection as may be determined by the court of law.

## **24. GENERAL**

24.1 MAXIS may from time to time, make any alterations, variations or changes to the Services and/or the Leased Equipment or vary the terms and conditions of this Agreement and/or the Maxis Privacy Statement. These terms and conditions for the Services and the Maxis Privacy Statement are subject to change, and the prevailing terms and conditions and Maxis Privacy Statement as updated on our official website shall apply and supercede any and all previous versions, including in these terms and conditions. The Customer is responsible to regularly review information relating to the Services posted on MAXIS' official website which may include changes to these terms and conditions of the Services and the Maxis Privacy Statement. The Customer's continued use of the Services after the effective date of any change to these terms and conditions shall constitute irrevocable and unconditional acceptance of such alterations, variations, additions or amendments by the Customer and the Customer shall be bound by the same. MAXIS shall not be liable for any loss, damages, costs, expenses or inconvenience to the Customer resulting therefrom. If the Customer does not accept such alteration, variation or change, the Customer shall be entitled to terminate the Agreement by giving written notice to MAXIS prior to the effective date of such alterations, variations or changes.

- 24.2 A provision or a right created under this Agreement may not be waived except in writing signed by the party granting the waiver. No delay or omission by either party to exercise any right or power under the Agreement shall impair such right or power or be construed to be a waiver thereof. A waiver by any party of any of the obligations to be performed by the other party or any breach thereof shall not be construed to be a waiver of any succeeding breach thereto or of any other obligation.
- 24.3 MAXIS may assign or novate any of its rights or obligations under this Agreement to any third party by notice to the Customer but without the Customer's consent. The Customer may not assign or novate any of its rights and obligations under this Agreement without MAXIS' written consent.
- 24.4 In the event of a conflict or inconsistency between the Registration Form, the Customer Terms for Maxis Services and General Terms and Conditions (Maxis Services), the terms and conditions on MAXIS' official website and the Addendum, such inconsistency shall be resolved by giving precedence in the following order: the Addendum, the terms and conditions in MAXIS' official website, the Customer Terms for Maxis Services and General Terms and Conditions (Maxis Services) and the Registration Form for the Services.
- 24.5 This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all previous agreements, understanding, proposals, representing and warranties relating to that subject matter.
- 24.6 Those Clauses which by their nature would survive the termination of the Agreement shall so survive, including without limitation, Clauses 11.
- 24.7 Time is of essence in performance hereunder and a significant and material term hereof.
- 24.8 If any term or provision (other than a term or provision relating to any payment obligation) of the Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable and the remainder of the Agreement shall be capable of substantial performance, then each term and provision of the Agreement not so affected shall be valid and enforceable to the extent permitted by law.
- 24.9 The Customer agrees that the Agreement will be for the benefit of the Customer only and does not confer any rights or benefits on any third party, including without limitation the Customer's Personnel, and that there are no third party beneficiaries of the Customer as to this or any part or specific provision of the Agreement.