maxis broadband

MAXIS WIRED BROADBAND (ADSL) REGISTRATION FORM

CUSTOMER DETAIL / *BUTIR-BUTIR PELANGGAN*

A INDIVIDUAL / *INDIVIDU*

○ Mr. / *Tuan* ○ Ms. / *Cik* ○ Others (Please specify) / *Lain-lain (Sila nyatakan)* _____

Full Name as in NRIC or Passport* / *Nama penuh mengikut KP atau Pasport**:

_____

Date of Birth (DD/MM/YY) / *Tarikh Lahir (HH/BB/TT)*: ☐☐ / ☐☐ / ☐☐☐☐

Gender / *Jantina*: ○ Male / *Lelaki* ○ Female / *Perempuan*

Passport No.* / *No. Pasport**:

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

New NRIC No.* / *No. KP Baru**: ☐☐☐☐☐☐ / ☐☐ / ☐☐☐☐

Contact No.* / *No. Telefon**: ☐☐ – ☐☐☐☐☐☐☐☐

Fax No. / *No. Faks*: ☐☐ – ☐☐☐☐☐☐☐☐

Mobile No.* / *No. Telefon Bimbit**: ☐☐☐ – ☐☐☐☐☐☐☐

Email / *E-mel*: _____

Nationality / *Warganegara*: ○ Malaysian / *Rakyat Malaysia* ○ Non-Malaysian / *Bukan Rakyat Malaysia*

Race / *Bangsa*: ○ Malay / *Melayu* ○ Chinese / *Cina* ○ Indian / *India* ○ Others / *Lain-lain*: _____

DOCUMENTS REQUIRED / *DOKUMEN YANG DIPERLUKAN*

○ Photocopy of NRIC (both sides) or Passport (non-Malaysian)
Salinan KP (depan belakang) atau Pasport (bukan rakyat Malaysia)

B COMPANY / *SYARIKAT*

Company Name as per Company Form / *Nama Syarikat mengikut Borang Syarikat*:

_____

Business Registration No.* / *No. Pendaftaran Perniagaan**: _____

Authorised Signatory's Name* / *Nama Penandatangan Sah**:

_____

Person-in-Charge* / *Di bawah jagaan**: _____

Contact No.* / *No. Telefon**: ☐☐☐ – ☐☐☐☐☐☐☐☐

Fax No.* / *No. Faks**: ☐☐☐ – ☐☐☐☐☐☐☐☐

Mobile No.* / *No. Telefon Bimbit**: ☐☐☐ – ☐☐☐☐☐☐☐

Email / *E-mel*: _____

DOCUMENTS REQUIRED / *DOKUMEN YANG DIPERLUKAN*

Company / *Syarikat*

○ Photocopy of authorised signatory's NRIC (both sides) or Passport (non-Malaysian)
Salinan KP (depan belakang) atau Pasport (bukan rakyat Malaysia) penandatangan sah

○ Form 9/13, Forms 24 and 49 (Company)
Borang 9/13, Borang 24 dan 49 (Syarikat)

○ Form 9/13, Forms 24 and 49, Forms D & A (Sole Proprietor)
Borang 9/13, Borang 24 dan 49, Borang D & A (Pemilik Tunggal)

○ Forms D & B (Partnership)
Borang D & B (Perkongsian)

C ADDRESS / *ALAMAT*

Permanent Address* / *Alamat Tetap**: _____

_____

City/State* / *Bandar/Negeri**: _____

Postcode* / *Poskod**: ☐☐☐☐

Billing Address* / *Alamat untuk dibil**: _____

_____

City/State* / *Bandar/Negeri**: _____

Postcode* / *Poskod**: ☐☐☐☐

D INSTALLATION ADDRESS / *ALAMAT PEMASANGAN*

Address* / *Alamat**: _____

_____

City/State* / *Bandar/Negeri**: _____

Postcode* / *Poskod**: ☐☐☐☐

Please specify your preferred date for service installation / *Sila berikan tarikh yang sesuai untuk pemasangan*

Installation Date (please tick AM/PM/All Day) / *Tarikh Pemasangan (sila tanda Pagi/Petang/Sepanjang Hari)*					
Day / *Hari*	Month / *Bulan*	Year / *Tahun*	AM / *Pagi*	PM / *Petang*	All Day / *Sepanjang Hari*

Please ensure internal wiring is ready before installation date /
Sila pastikan pewayaran dalaman telah dipasang sebelum tarikh pemasangan

PACKAGE / *PAKEJ*

My Maxis Fixed Line number for the Maxis Broadband service is*
*Nombor Talian Tetap Maxis saya untuk perkhidmatan Maxis Broadband ialah**

☐☐ – ☐☐☐☐☐☐☐

Please note that having a Maxis Fixed Line is a prerequisite to enjoy the Maxis Broadband service.
Harap maklum bahawa Talian Tetap Maxis diperlukan untuk menikmati perkhidmatan Maxis Broadband.

Type of Application / *Jenis Permohonan** ○ New / *Baru* ○ Package change / *Pertukaran pakej*

Packages / *Pakej**: ○ Broadband Lite 512 ○ Broadband Lite 1.0 ○ Home 256 ○ Home 512 ○ Home 1.0 ○ Office 1.0
○ Others / *Lain-Lain*: _____

DIRECT DEBIT / *DEBIT TERUS*

Please register me for Direct Debit / *Sila daftarkan saya untuk Debit Terus*:

Type of Credit / Charge Card / *Jenis Kad Kredit / Kad Caj*:

○ MasterCard ○ VISA ○ AMEX ○ Diners Club

Issuing Bank / *Bank yang mengeluarkan*: _____

Name on Credit Card / *Nama pada Kad Kredit*:

_____

Credit Card No. / *No. Kad Kredit*: ☐☐☐☐ – ☐☐☐☐ – ☐☐☐☐ – ☐☐☐☐

Expiry Date (MM/YY) / *Tarikh Luput (BB/TT)*: ☐☐ / ☐☐

Applicants using a third party's credit card must submit an original authorisation letter by the card holder, a photocopy of the physical card and the latest credit card statement. (Direct Debit applicants are to ensure that the signature on the authorisation letter matches the signature on the credit/debit card).

Pemohon yang menggunakan kad kredit pihak ketiga mesti menghantar salinan asal surat kebenaran dari pemegang kad, salinan fotostat kad kredit dan penyata kad kredit terkini. (Untuk pemohon Debit Terus, sila pastikan tandatangan anda sama seperti di kad kredit/caj).

DECLARATION / *PENGAKUAN*

I/ We hereby declare: (a) that I/we wish to subscribe for the Services provided by Maxis Broadband Sdn. Bhd.; (b) that the above information provided is true and correct; (c) that I/we have read and agree to be bound by the following contract terms and all other Terms & Conditions printed and/or attached hereto and any amendments made thereto.

Dengan ini sayalkami mengakui: (a) bahawa sayalkami ingin melanggan perkhidmatan yang disediakan oleh Maxis Broadband Sdn. Bhd.; (b) segala maklumat yang diberi di atas adalah benar; (c) bahawa sayalkami telah membaca dan bersetuju untuk mematuhi segala syarat-syarat kontrak di bawah serta syarat-syarat dan peraturan yang dicetak dan/atau dikepilkan di sini dan sebarang pertukaran yang dibuat.

Broadband Lite packages – **Minimum 12-month contract period applies.**	
Pakej Broadband Lite	– *Tertakluk kepada tempoh kontrak minima 12 bulan*
Unlimited Data packages – **Minimum 18-month contract period applies.**	
Pakej Unlimited Data	– *tertakluk kepada tempoh kontrak minima 18 bulan*

_____

(a) Applicant's Signature
(b) Signed by the Authorised Signatory on behalf of the above named Company

(a) Tandatangan Pemohon
(b) Ditandatangani oleh Penandatangan Sah untuk dan bagi pihak Syarikat di atas

Date / *Tarikh*

Company's Stamp / *Cop Syarikat*

For more information, please call our Customer Helpline:
1-800-82-2000 or refer to **www.maxis.com.my/broadband**
Untuk maklumat lanjut, sila hubungi Talian Perkhidmatan Pelanggan kami:
1-800-82-2000 *atau merujuk kepada* ***www.maxis.com.my/broadband***

FOR OFFICE USE ONLY / *UNTUK KEGUNAAN PEJABAT SAHAJA*

Dealer / Sales Code ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Salesman ID No. ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Task Completion Date _____

OFFICE 1.0 PACKAGE
• Customer IP Address: _____
• Gateway IP: _____
• Subnet Mask.: _____
Processed By: _____
Modem ID: _____
Modem Password: _____

Maxis Broadband Account No.: _____

Remarks / Special Promo: _____

_____

_____

Credit Check Transaction No. ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Campaign ID: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

*Required / **Diperlukan*

Maxis Broadband Sdn. Bhd.

MAXIS COPY

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www.maxis.com.my

Maxis Wired Broadband (ADSL) **TERMS AND CONDITIONS** [Version 010907]

1. DEFINITIONS AND INTERPRETATION

1.1 The following words have these meanings in this Agreement, unless the contrary intention appears:
"Addendum" means any addendum or supplements 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.
"Broadband Lite packages" means the Broadband Lite 512 and Broadband Lite 1.0 packages
"Customer" means the individuals, sole proprietorship, partnership, company or entity specified in of the Registration Form whose application for the Services has been accepted by Maxis.
"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 required to connect the Customer Equipment to the Maxis Network as well as the horizontal cabling from the Customer's premises to the Maxis Network.
"Equipment" means the equipment leased by the Customer from Maxis for the provision of Services by Maxis to the Customer.
"Initial Term" shall have the meaning as set out in Clause 10.1.
"Internet" means a global network of interconnected computer networks, each 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.
"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 Malaysian Mobile Services Sdn. Bhd. (73315-V) including its successors and assigns.
"Maxis Network" means equipment, software and facilities operated by Maxis to enable the provision of the Services to the Customer.
"Maxis' Website" means the website operated by Maxis located at URL http://www.maxis.com.my/broadband or such other URL as may be notified by Maxis to the Customer from time to time.
"Maxis Working Hours" means 9am to 6pm on Monday to Friday, excluding public holidays in Kuala Lumpur and Selangor or such other working hours that may be notified by Maxis to Customer from time to time.
"Personal Information" means information collected by Maxis from a Customer including all information and details in relation to the Services provided by Maxis to the Customer.
"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 registration to subscribe to the Services which has been accepted by Maxis, the form and content of which as set out overleaf.
"Services" means the high speed connectivity to the Internet using various technologies which may be upgraded or introduced from time to time as provided by Maxis to the Customer pursuant to the Agreement and any value added supplemental or additional features or services that may be provided by Maxis from time to time.
"Services Charges" mean the recurring charges payable by the Customer to Maxis for the provision of the Services as specified or determined in accordance with the Agreement.
"Service Commencement Date" means the date the Services are made available to the Customer as notified by Maxis to Customer.
"Unlimited data packages" means the unlimited data packages under Home 256, Home 512, Home 1.0 and Office 1.0 packages

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 public holidays in Kuala Lumpur and Selangor; 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. PROVISION OF SERVICE

2.1 To subscribe and establish connection to the Service, the Customer may lease the Equipment to be connected to the Customer Equipment or purchase the equipment at their own cost.
2.2 Subject to acceptance by Maxis of the Customer's application for the Services, Maxis agrees to provide the Services to the Customer, in accordance with the terms and conditions of the Agreement.
2.3 Unless otherwise indicated in this Agreement, the Services shall not include the provision or maintenance of any the Customer Equipment required by the Customer to connect to the Maxis Network. The Customer agrees that Customer shall be solely responsible for procuring and maintaining the Customer Equipment.
2.4 Maxis does not guarantee or warrant the availability of the Services or continuous, uninterrupted or secure access to the Internet. Maxis reserves the right to suspend or interrupt the Services or any part thereof at any time for operational or technical reasons or in an emergency or in accordance with Clause 10, with or without notice to the Customer.
2.5 Any alteration or customisation to the Service configuration, and/or relocation of Service based on the Customer's request is chargeable to the Customer at a rate to be specified by Maxis upon the request for such alteration, customisation and/or relocation. The Customer acknowledges that Maxis has the absolute discretion to deny such request for alteration, customisation and/or relocation.
2.6 Maxis shall be bound by the prevailing standards and quality of service as prescribed by Malaysian Communications and Multimedia Commission.
2.7 The Customer is given a seven (7) day cooling off period within which if the Customer returns, for any reason, the Equipment (and its packaging) in its original condition, Maxis shall fully refund the costs directly incurred to subscribe for the Service.

3. CUSTOMER READINESS

3.1 Upon submission of the Customer's application to Maxis, Maxis shall conduct a verification and confirmation exercise to determine accuracy of the information and if the Service is available at the designated address.
3.2 In the event the Service is not available at the designated address, Maxis may inform the Customer and the Customer's application will be kept in Maxis' record as a waiter pending availability of the Service in such designated address.
3.3 For the purposes of installation pursuant to Clause 4, the Customer shall ensure that the Customer is ready with all the basic equipments required, including without limitation, as follows:
(a) Customer Equipment;
(b) any fixed telephone line (where applicable/required);
(c) compliant modem (if the Equipment is not leased from Maxis) or any Equipment certified by Maxis to be compliant with the Service;
(d) any other requirement by Maxis as may be informed from time to time.

4. INSTALLATION

4.1 Upon acceptance of the Customer's application, the parties shall fix an appointment allowing Maxis and/or its authorised representative and/or registered contractor to perform the installation of the Equipment at the Customer's designated address for installation stated in the Registration Form.
4.2 The authorised representative and/or registered contractor will then reconfirm the appointment with the Customer to ensure Customer readiness in respect of the Customer's responsibilities as stated in Clause 3.3. If it is determined that the Customer is not ready for the purposes of installation, Maxis may allow the Customer to defer the installation date for a period not exceeding seven (7) days after which the Customer's account will be activated and billed accordingly.
4.3 Once it is determined that the Customer is ready with all the basic requirements stated in Clause 3.3, Maxis and/or its authorised representative and/or the registered contractor shall confirm the appointment and install the Service at the designated address of the Customer within seven (7) days from the confirmation thereof.
4.4 Maxis and/or its authorised representative and/or the registered contractor reserve the right to decline the installation if the radio signal strength and quality in the designated address for installation does not meet Maxis' minimum requirements.

5. SERVICE CHARGES

5.1 The Customer shall pay Maxis the Services Charges and such other fees or charges imposed by Maxis in accordance with Maxis' prevailing policy. The Service Charges payable for the Services shall be as specified on Maxis' Website, or as otherwise notified to the Customer by Maxis from time to time in accordance with the provisions herein. The Services Charges shall be payable in advance and at such intervals or at such other time as may be specified by Maxis from time to time. The Services Charges shall commence from the Service Commencement Date.
5.2 The Customer shall promptly pay to Maxis all charges and such other amount due and payable pursuant to the Agreement irrespective of whether a demand is made by Maxis and shall continue to be liable for any applicable charges during the period of interruption or loss of the Services from any cause whatsoever.
5.3 All payments due to Maxis under the Agreement shall be made in full, without deduction for any reason, including but not limited to, set-off, counterclaim or other equitable or lawful claim.
5.4 The Customer shall be responsible for the payment of all taxes, duties (including without limitation, stamp duty payable on the Agreement), fees and other charges imposed by any government authority in relation to the Agreement (other than taxes payable on the overall income of Maxis).
5.5 Interest is payable by the Customer on any outstanding charges under the Agreement at the rate of 1.5% per month on such overdue amounts (whether before or after judgment) and the Customer shall continue to be liable to pay such amounts, including any accrued interest thereon.
5.6 Save for the Initial Term where the Service Charges is fixed for the duration of the Initial Term, Maxis may at its sole discretion vary its charges from time to time by written notice to the Customer. All variations will take effect from the date specified in the notice and the Customer shall be bound to observe and comply with such variations. The Service Charges for the Initial Term shall be as specified at Maxis' Website on the date of submission by the Customer the Registration Form to Maxis.
5.7 Any value added, additional or supplement services requested by the Customer and agreed to be provided by Maxis shall be separately charged by Maxis to the Customer.
5.8 Maxis may in its absolute discretion and at any time, set-off, consolidate or combine accounts or transfer any monies outstanding to the credit of the Customer's account with Maxis or any of its related companies (as defined in the Companies Act 1965) of whatever description towards the reduction or discharge of any sum due to Maxis by Customer under the Agreement.
5.9 Maxis reserves the right to charge the Customers other fees or charges for, inter alia, any change in package, phone numbers, transfers, lost/damaged/faulty Equipment and SIM replacement. The Customers may refer to the Maxis' Website for more information or call Maxis' customer services.

6. CHANGE OF SERVICE RATE PLAN

6.1 Requests by the Customer to upgrade the Customer's Service rate plan are subject to Maxis' consent. The Customer hereby agrees to pay for all and any charges incidental to such request.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer shall, at its sole expense, procure, install and maintain the Customer Equipment required to facilitate access to the Services to enable connection to the Maxis Network.
7.2 The Customer shall be responsible for ensuring the compatibility of the Customer Equipment with the Maxis Network. In the event that changes are introduced to the Maxis Network, the Customer shall be responsible for ensuring the continued compatibility of the Customer Equipment with the Maxis Network and the Customer shall have no claim whatsoever against Maxis arising therefrom.
7.3 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.
7.4 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 unencoded, 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.

7.5 The Customer shall:
(a) use the Service only for the purpose for which it is subscribed;
(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 Service on the appointment date as provided in Clause 4 herein;
(f) comply with all notices or instruction given by Maxis from time to time in relation to the use of the Service;
(g) be responsible for obtaining, at the Customer's own cost, all licenses, permits, consents, approvals and intellectual property or other rights as may be required for using the Service;
(h) comply with the rules of any network to which the Customer has access through the Service;
(i) conform to Internet etiquette that is required by electronic forums including the Maxis' Use of Website, Rules of Acceptable Use and Privacy Statement, all of which are available at Maxis' Website;
(j) obtain Maxis' prior consent before making any changes to the Maxis Network configuration and interconnecting the private network to any public network;
(k) if not leasing the Equipment from Maxis, purchase the recommended equipment at the Customer's own cost to enable connectivity of the Service;
(l) pay and settle all Service Charges and any other charges due to Maxis pursuant to this Agreement;
(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 Service, including without limitation Communication and Multimedia Act 1998 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) be responsible to maintain the Equipment leased from Maxis in good condition. In the event the Equipment is found to be defective/damaged/lost due to the Customer's negligence, the Customer will have to bear the cost of the Equipment according to its depreciated value which will be determined by Maxis;
(q) to resell or sublet or transfer the Services and/or the Equipment or otherwise provide the Services and/or Equipment to anyone without the prior consent of Maxis. It is the responsibility of the Customer to inform Maxis of the intention to transfer or sell the Service and/or Equipment to a third party prior to the transfer or sale of the same.

7.6 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 or national 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;
(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.

8. SECURITY OF DATA

8.1 The Customer shall take all precautions necessary to protect the Equipment, Customer Equipment, system and data.
8.2 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 Service as provided in this Agreement.
8.3 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.
8.4 The Customer agrees that Maxis and its Related Corporations shall not 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.

9. EQUIPMENT

9.1 In respect of the Equipment leased from Maxis, the Customer shall:
(a) take appropriate measure to safeguard the Equipment;
(b) properly maintain and keep the 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 Equipment;
(d) be responsible for repair costs incurred in relation to the Equipment where Maxis determines that the fault in the Equipment is caused by the Customer;
(e) return and surrender the Equipment to Maxis in the same condition as and when it is provided to the Customer (normal wear and tear accepted) upon termination of the Service.

10. TERMS, SUSPENSION AND TERMINATION

10.1 (i) The Agreement for Broadband Lite packages shall commence on the Service Commencement Date and continues for a period of twelve (12) months ("Initial Term"). Upon the expiry of the Initial Term, the Agreement shall automatically extend for further twelve (12) months term (each term called "Renewal Term") unless Maxis or the Customer gives at least one (1) months prior written notice to the other party of its intention not to renew the Agreement for the subsequent term.
(ii) The Agreement for Unlimited data packages shall commence on the Service Commencement Date and continues for a period of eighteen (18) months ("Initial Term"). Upon the expiry of the Initial Term, the Agreement shall automatically extend for further eighteen (18) months term (each term called "Renewal Term") unless Maxis or the Customer gives at least one (1) months prior written notice to the other party of its intention not to renew the Agreement for the subsequent term.

10.2 Notwithstanding Clause 10.1, Maxis may at any time discontinue the Services or any part thereof or terminate the Agreement without having to give any reason on thirty (30) days written notice to the Customer. Maxis shall have no liability to the Customer for discontinuance of the Services or any part thereof or termination of the Agreement pursuant to this Clause except to refund to the Customer within thirty (30) days from the effective date of discontinuance or termination (as the case may be) any advance Services Charges paid by the Customer to Maxis for such part of the Services discontinued or for the period after the effective date of discontinuance or termination (as the case may be).
10.3 The Customer shall not be entitled to terminate the Agreement at anytime and for any reason whatsoever (save for termination pursuant to Clauses 10.8 or 17.1) during the Initial Term. If the Agreement is terminated by the Customer for convenience for any reason whatsoever (save for termination pursuant to Clauses 10.8 or 17.1) or by Maxis pursuant to any of the situations specified in Clause 10.4 below prior to the expiry of the Initial Term, the Customer shall be liable to pay Maxis in full the Services Charges for the remainder of the Initial Term, as the case may be, ("Termination Sum") and all charges and amounts outstanding as at the date of termination including accrued interests.
10.4 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; then 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.

10.5 Without prejudice to Maxis' rights under Clause 10.4, Maxis may at its sole discretion elect to suspend the Services or any part thereof, with or without notice to the Customer, if it considers that the Customer has breached any of its obligations under the Agreement. Any such suspension shall not be a breach by Maxis of the Agreement. All charges shall remain due and payable during such period of suspension by Maxis of the Services. In the event of a suspension, Maxis reserves the right to charge the Customer a fee of RM10.00 (which is subject to change from time to time) for the re-commencement of the Services.
10.6 Maxis reserves the right to suspend or terminate a Customer who consistently uses the Service to download or upload extremely high data. For the avoidance of doubt, the Service is not designed for consistent or extremely heavy users, particularly using peer-to-peer applications constantly or consistent use of any other applications that will have a detrimental effect to Maxis Network's performance and that of other users' use of the Service. There may be a very small number of the Customers who sign up for this Service who consistently use the network to the detriment of others.
10.7 Any suspension of Service by Maxis pursuant to the provisions of this Agreement shall not prejudice the right of Maxis to continuously bill the Customer for the Service Charge for the remaining duration of the Initial Term and/or recover all other charges, costs and interests due and other incidental damages incurred thereto.
10.8 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 shall, by written notice to Maxis, be entitled to terminate the Agreement.
10.9 On termination of the Agreement by the Customer for any reason whatsoever or by Maxis whether for any reason whatsoever or pursuant to Clause 10.4, the Customer shall immediately pay Maxis (i) all outstanding Service Charges in accordance with the Customer's account with Maxis; (ii) all charges and amounts due and unpaid as at the termination date and any accrued interests thereon; (iii) the cost of the Equipment if it is not returned in its original condition, normal wear and tear is accepted; (iii) the Termination Sum in the event termination occurs before the expiry of the Initial Term (save for termination pursuant to Clauses 10.8 or 17.1).
10.10 Termination of the Agreement by either the Customer or Maxis for any reason whatsoever shall be without prejudice to any other rights, remedies or claims Maxis may have against the Customer pursuant to the Agreement or at law or in equity in respect of any antecedent breach by the Customer of any provision of the Agreement. Unless otherwise expressly provided in the Agreement, all remedies provided for in the Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to Maxis at law, in equity or otherwise.

11. INDEMNITY

11.1 Except to the extent of Maxis' negligence, the Customer 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, costs, charges liabilities and expenses (including attorney's fees and costs) of every nature directly and indirectly, arising out of or in connection with:
(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 (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 authority;
(c) any non-compliance with 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.

12. CUSTOMER'S WARRANTIES

12.1 The Customer warrants that:
(a) it has the power to enter into and observe all its obligations under the Agreement;
(b) all consents, qualifications and authorisations from all necessary government and other authorities for the performance by the Customer of its obligations here under 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.

12.2 The Customer hereby agrees to indemnify and shall 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.
12.3 The Customer shall not use the Service to cause embarrassment, distress, annoyance, irritation or nuisance to any person.
12.4 The Customer undertakes to inform Maxis immediately of any change of the Customer's information provided in the Registration Form, failure to do so shall constitute a breach of terms and conditions of this Agreement and Maxis reserves the right to suspend, disconnect the Service or terminate this Agreement.

13. DISCLAIMERS AND LIMITATION OF LIABILITY

13.1 The Services are provided on an "AS IS" basis and the Customer expressly acknowledges that the Services is suitable for its purpose. The Customer accordingly agrees and acknowledges that no condition, warranty or representation of any kind has been 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 or in respect of the Services 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; or (ii) as to its 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 or materials supplied in connection with the provision of the Services; are hereby expressly excluded to the fullest extent permitted by law.
13.2 The Customer further agrees and acknowledges that it has not relied on any representation made by Maxis, its Personnel or upon any descriptions or illustrations or specifications contained in any document including any catalogue or publicity material supplied by Maxis or its Personnel.
13.3 The cessation of the obligation of the Customer to pay the Service Charges shall be the sole remedy of the Customer on termination of the Agreement for any reason whatsoever pursuant to any of the provisions of the Agreement and the Customer hereby irrevocably waives any and all rights and remedies available to it at law or in equity.
13.4 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 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.
13.5 The exclusion referred to in Clause 13.4 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.
13.6 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 to the Customer.
13.7 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 shall not at any time exceed the charges paid to Maxis by Customer over the eighteen (18) months period prior to the date of the cause of action arising. This limitation of liability is cumulative and not per incident.

14. PERSONAL INFORMATION

14.1 The Customer hereby acknowledges that he is aware his Personal Information will be used and/or disclosed for the purposes set out in Clauses 14.2 and 14.3 below.
14.2 The Customer hereby expressly consents that Maxis may use his Personal Information for any purpose which is necessary or re lated to Maxis' provision of the Services to the Customer. In this respect, the Customer also expressly consents that Maxis may disclose the Customer's Personal Information to Maxis' agents, contractors, business partners, associates or such other parties as are necessary to facilitate the provision of the Services by Maxis to the Customer.
14.3 In addition and without derogation to Clause 14.2 above, the Customer further expressly consents that Maxis may use and/or disclose his Personal Information as follows:-
(a) to Maxis' shareholders, Related Corporations and affiliated companies for purposes of providing any goods or services to the Customer;
(b) to Maxis' agents, contractors, business partners or associates for purposes of marketing programs or providing any goods or services to its Customers;
(c) to Maxis' agents or contractors for the purposes of recovering any amount due to Maxis;
(d) to payment channels including without limitation, financial institutions for purposes of maintaining financial records, assessing or verifying credit and facilitating payments of any amount due to Maxis pursuant to the Agreement;
(e) to regulatory bodies or other authorities in compliance with requirements under law or towards the detection or prevention of crime and/or fraud;
(f) to any party involved in or related to a legal proceeding, for purposes of the legal proceedings;
(g) to other service providers or to parties nominated by Maxis either solely or jointly with other service providers, for purposes of establishing and maintaining a common database of customers; and/or
(h) to Maxis' professional advisors on a need to know basis.

14.4 Save in accordance with Clauses 14.2 and 14.3 above and except as permitted or required under any enactment, law, statute or code, Maxis will not use or disclose the Customer's Personal Information.
14.5 The Customer hereby acknowledges his awareness that failure to provide complete and correct information to Maxis as required in the Agreement including the Registration Form or any Addendum, may result in his application for Services being rejected, the Services or Agreement being terminated and/or correspondence from Maxis including without limitation, bill statements failing to reach the Customer.

15. NOTICES

15.1 Any legal notices or communications to be given by Maxis to the Customer under the Agreement shall be in writing and sent to its last known address or facsimile number. Any notice 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. 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.
15.2 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.
15.3 Any notice given pursuant to this Clause shall be deemed to have been served if:
15.3.1 sent by prepaid registered post, on the second business day after the date of posting;
15.3.2 sent by ordinary post, on the fifth business day after the date of posting;
15.3.3 hand delivered, upon delivery provided it is delivered during Maxis Working Hours on a business day; or
15.3.4 sent by facsimile, upon completion of transmission.

16. GOVERNING LAW AND JURISDICTION

16.1 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.

17. GENERAL

17.1 Maxis may from time to time upon giving prior notice to the Customer, make any alterations to the Services or vary the terms and conditions of the Agreement. The Customer's continued use of the Services after the effective date of such alteration or variation shall constitute irrevocable and unconditional acceptance of such alteration or variation by the Customer. If the Customer does not accept such alteration or variation, the Customer shall be entitled to terminate the Agreement by giving written notice to Maxis prior to the effective date of such alterations or variations.
17.2 A provision or a right created under the 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 wai ver 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.
17.3 Maxis may assign or novate any of its rights or obligations under the Agreement to any third party by notice to the Customer without the Customer's consent. The Customer may not assign or novate any of its rights and obligations under the Agreement without Maxis' written consent.
17.4 In the event of a conflict or inconsistency between the Registration Form and these terms and conditions and the Addendum, such inconsistency shall be resolved by giving precedence in the following order: the Addendum, these terms and conditions and the Registration Form.
17.5 The 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.
17.6 Those Clauses which by their nature would survive the termination of the Agreement shall so survive, including without limi tation, Clauses 5.3, 5.4, 5.5, 10.2, 10.3, 10.9, 10.10, 11, 13, 14, 17.2, 17.4, 17.6, 17.9, 17.10 and 17.11.
17.7 Time is of essence in performance hereunder and a significant and material term hereof.
17.8 Maxis shall be not be liable for failure to perform its obligations under the Agreement caused by an act of God, insurrection or civil disorder, war or military operations, 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, acts or omissions of persons or entities for whom Maxis has no control over, including third party suppliers whom Maxis may use to perform the Services or any part thereof, or any cause whether similar or dissimilar or outside Maxis' reasonable control.
17.9 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.
17.10 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.
17.11 Maxis reserves the right at any time to share any information obtained in connection with the Agreement to any persons and for any reason whatsoever (including without limitation in connection with any marketing activities, provision of integrated services, credit verification, enquiries or directives from any regulatory, governmental or other authorities or in connection with any legal proceedings) and the Customer hereby expressly consents to the same.
17.12 Subject to the provisions of this Agreement, any grievances in respect of the Service may be brought by the Customer to the Consumer Forum of Malaysia.