

Planworth Broadband – Application Form

A. Type of Application

- | | | |
|---|--|---|
| Type Of Application Packages (Select one) | 1. Home BroadBand 1.0Mb Dynamic IP Address
<input type="checkbox"/> Normal Package @ RM79
<input type="checkbox"/> Promotional Package @ RM69 (HP69) | 4. MyCNX Gaming Broadband
<input type="checkbox"/> Exclusive Package @ RM79 (MGB 79) |
| | 2. Enterprise Broadband 1.0 Mb Dynamic IP Address
<input type="checkbox"/> Normal Package @ RM 139
<input type="checkbox"/> Promotional Package 1 @ RM 99
<input type="checkbox"/> Promotional Package 2 @ RM 129 | 5. Value Added Services
<input type="checkbox"/> Website Design & CMS @ RM 1500
<input type="checkbox"/> (EP99) E-CRM Team Edition @ RM 50 per user/month
<input type="checkbox"/> (EP129) E-CRM Enterprise Edition @ RM 80 per user/month
<input type="checkbox"/> Wireless Access point @ 245
<input type="checkbox"/> Installation Fee @ RM 100
<input type="checkbox"/> MYCNX Modem
<input type="checkbox"/> Modem Delivery Charges
<input type="checkbox"/> Others |
| | 3. Enterprise Package Fixed IP Address
<input type="checkbox"/> Normal Package @ RM 389
<input type="checkbox"/> Promotional Package @ RM 359 (EP359) | |

B Supporting Documents Required

- Home Application Photocopy of authorized signatory's NRIC (both sides) or Passport (Non-Malaysian)
Photocopy of the phone bill

- Enterprise/Organization Photocopy of authorized signatory's NRIC (both sides) or Passport (Non-Malaysian)
Photocopy of the phone bill
Form 9 or 24 or 49 (Company)
Forms D & A (Sole Proprietor)
Forms D & B (Partnership)

C Important Acknowledgement

PLANWORTH COMMUNICATIONS Home Broadband is applicable for home application only
 Minimum subscription period is 12 months for all packages except other promotion package
 Speed of service is on best effort basis
 Customer is NOT ALLOWED to change the telephone number (Connecting to PLANWORTH COMMUNICATIONS Broadband) before installation of the service
 First bill will include the following fees

- RM 88.00 for activation
- RM 100.00 for installation (If applicable)
- RM 10.00 stamp duty
- Delivery charges for modem
- Other add on services
- For account activated on every 29th , 30th or 31st the current charges for the month will be prorated
- If customer terminates INFOLIANT Broadband before the end of the minimum subscription period, the customer must pay subscription fees of the remaining month and return the modem. Pre matured termination includes relocation of premise
- PLANWORTH COMMUNICATIONS Broadband bill must be paid before the due date to avoid any service suspension. During suspension period PLANWORTH COMMUNICATIONS Broadband will continue to charge for monthly subscription fee. RM 10.00 reconnection fee will be charged upon service reactivation
- PLANWORTH COMMUNICATIONS Broadband (Modem Set) forms part of the terms and condition for PLANWORTH COMMUNICATIONS Broadband subscription
- Customer is responsible to self-install once modem received if the installation is done by the customer
- Any faulty modem must be returned along with the PLANWORTH COMMUNICATIONS Broadband modem acceptance form for modem replacement within the warranty period
- If a customer is not available during delivery of the modem set, acceptance by a third party will be considered as successful delivery of the item to the customer

• Please ask our Sales Representative to explain on the Important Acknowledgement before signing in the box:

I have read, understand and accept the important acknowledgement

D Home Applicant Information

Name

NRIC No. Passport No. Gender Male Female

Address

City Postcode State

Tel (H) Tel (O) Tel (M)

Email

E Enterprise / Organization Application Information

Authorized Personal Name

NRIC No.

Passport No.

Name of Company

Address

City Postcode State

Tel (H) Tel (O) Tel (M)

Email

F Installation Information

Address

City Postcode State

Fixed Phone line Number for Planworth Broadband Services

G Invoice and Billing System

Use Applicant Address Use Installation Address

Billing Name

Billing Address

City Postcode State

Tel (H) Tel (O) Tel (M)

Email

H Modem Delivery Information

Name

Address

City Postcode State

Tel

I _____ (Planworth Applicant Name), NRIC No _____ hereby confirm that I have read, understand and agree to authorize a third party to receive the modem set on my behalf by signing the PLANWORTH Broadband Modem Acceptance Form.

I Acknowledgement / Declaration

I \ We have read, understand and agree to accept and to be bound by the Terms and Conditions which accompany the usage of the PLANWORTH Broadband access service. This Terms and Conditions may be subjected to changed by PLANWORTH and I \ We confirm that information given herein by me\us is correct.

Signature _____ Company Stamp _____ Date _____

Upon receipt of this application, PLANWORTH reserves the right to verify any information provided by you and reserves the right to decline any application without giving any reason hereof and is not obligated to respond any request for any unsuccessful application.

J For PLANWORTH use only

Customer Relationship Officer

Name

Signature _____ Company Stamp _____ Date _____

Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SIGN UP FOR THE PLANWORTH COMMUNICATIONS (M) BROADBAND SERVICE. BY INDICATING YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREOF, YOU ARE DEEMED TO ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL THE FOLLOWING TERMS AND CONDITIONS FOR THE USE OF PLANWORTH COMMUNICATIONS (M) BROADBAND SERVICE PROVIDED BY PLANWORTH COMMUNICATIONS (M) SDN. BHD. ("PLANWORTH COMMUNICATIONS"). PLANWORTH COMMUNICATIONS RESERVES THE RIGHT TO UPDATE OR REVISE THESE TERMS AND CONDITIONS FROM TIME TO TIME. PLANWORTH COMMUNICATIONS MAY GIVE NOTICE OF AMENDMENT TO THE CUSTOMER IN SUCH A MANNER AS PLANWORTH COMMUNICATIONS DEEMS APPROPRIATE. CONTINUATION IN THE ACCESS OR USE OF THE PLANWORTH COMMUNICATIONS (M) BROADBAND SERVICE SIGNIFIES ACCEPTANCE OF THE CHANGES TO THESE TERMS AND CONDITIONS WITH REGARD TO THE PLANWORTH COMMUNICATIONS (M) BROADBAND SERVICE.

1. The Service

Planworth Communications is a company which is involved, amongst others in the provision of Internet and multimedia products and services and is desirous at the request of the Customer to provide to the Customer, Planworth Communications Broadband Service ("the Service" as hereinafter defined) on Planworth Communications' network, which will allow the Customer the access to Internet on the terms and conditions set forth herein, as may be amended from time to time by Planworth Communications.

2. Definitions

"Activation Date" means the date on which the Service and User Account (hereinafter defined) are activated for the Customer by Planworth Communications as more particularly described in clause 3.2 hereunder.

"Agreement" means the completed Application Form (and its attachment(s)) and the terms and conditions herein.

"Application Form" means the application form on which these terms and conditions are attached requesting particulars from an applicant offering to become a Customer (hereinafter defined) and furnishing the required and genuine information. Such application form and these terms and conditions shall form the Agreement.

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

"Commencement Notice" means the notice issued by Planworth Communications to the Customer specifying the date of commencement of the Service. The Commencement Notice shall also contain the Customer's Internet Protocol (IP) address or login name and password, as the case may be.

"Leased Equipment" means the equipment which may include but not limited to modem provided by Planworth Communications on lease basis to enable usage of the Service by the Customer, as may be decided by Planworth Communications from time to time at its sole discretion.

"Minimum Subscription Period" means the minimum period of twelve (12) months for subscription of the Service by the Customer or such other minimum period for subscription of the Service as may be determined by Planworth Communications from time to time, and as more particularly described in Clause 4 hereon.

"Registration Date" means the effective date of this Agreement which is the date upon which Planworth Communications approves the Customer's application for the Services, as more particularly described in clause 3.1 herein.

"Planworth Communications" means Planworth Communications Sdn. Bhd. (Company No: 174659-V), a company incorporated under the laws of Malaysia with its business address at B-11-2, Megan Avenue 1, No.189, Jalan Tun Razak, 50450 Kuala Lumpur.

"Planworth Communications Broadband Service" (or the "Service") means a high speed Internet access service which provides connection to the internet with speeds ranging from 384kbps up to 2Mbps.

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

Word and expressions denoting the singular include plural numbers and words and expressions denoting the plural shall include the singular number unless the context otherwise requires.

Word denoting natural persons include bodies corporate, partnerships, sole proprietorship, joint ventures and trusts.

The expression "him" or any other expressions appear herein shall be deemed to include the masculine, feminine, plural thereof where the context so admits.

3. Commencement of Service

3.1 This Agreement shall be effective after execution of the Application Form by the Customer and upon the acceptance of the Application Form together with the required attachments hereunder and the registration thereof by Planworth Communications ("Registration Date"). Planworth Communications reserves the right to decline any application without assigning any reason thereto.

3.2 The Service and Minimum Subscription Period shall commence after the successful completion of the Service installation, whether by Planworth Communications, its appointed contractor or the Customer himself (as applicable) and upon the date on which the Service is activated for the Customer by Planworth Communications ("Activation Date").

4. Minimum Subscription Period & Term

4.1 The Customer shall subscribe to the Service for a period of not less than the Minimum Subscription Period of twelve (12) months or in the event of any promotion held by Planworth Communications for the Service, such other minimum subscription period as may be applicable to the relevant promotions as may be prescribed by Planworth Communications from time to time.

4.2 This Agreement shall remain in full force and effect for the duration of the Minimum Subscription Period and 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.

5. Application for the Service

5.1 The Customer may apply for the Service online and offline.

5.2 Upon submission of the Application Form (whether online or offline), the Customer shall ensure that all information (and documents) submitted to Planworth Communications for the purpose of subscribing to the Service (including information requested to be submitted with the Customer's Application Form or information upon Planworth Communications' request) are accurate, current and complete and the Customer hereby undertakes to inform Planworth Communications of any updates to such information in the event of any changes thereto.

5.3 The Customer is required to submit to Planworth Communications the following supporting documents together with the Customer's signed and completed Application Form:

For Malaysian:

(a) Basic Package:

(i) Individual - a copy of the individual's identity card (both sides);

(ii) Enterprise and Corporate Package:

(i) Sole proprietor or partnership — a copy of the Customer's business license, Forms D, B and A;

(ii) Company - either a copy of Form 9, Form 49, Form 24 and Form 13.

For Non-Malaysian:

(a) Basic Package:

(i) Individual - a copy of the Customer's passport;

(ii) Enterprise and Corporate Package:

(i) Company - either a copy of the Customer's Form 79, 80, 80A and 83.

For the Enterprise and Corporate Package, the Customer shall ensure that all copies of supporting documents are submitted to Planworth Communications pursuant to these Terms and Conditions are duly certified by the company secretary or an authorized representative of the Customer.

5.4 In order to subscribe and establish connection to the Service, the Customer may use the Leased Equipment provided by Planworth Communications or his own equipment to be connected to the Customer's telephone line to enable usage of the Service.

6. Service Availability

6.1 Upon receipt by Planworth Communications of all the supporting documents specified in clause 5.3 hereof, Planworth Communications shall register the Customer's application and verify and confirm availability of the Service at the Customer's designated address as stated in the Customer's Application Form ("Designated Address").

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

6.2 In the event that the Service is available at the Designated Address, Planworth Communications shall forthwith fix an appointment for and carry out the installation of the Service for the Customer in accordance with the provisions of Clause 7 hereof, unless specified otherwise (Please see additional terms and conditions for Planworth Communications Broadband Basic with modern package and Planworth Communications Broadband In-A-Box package attached hereto, as applicable).

6.3 For avoidance of doubt and subject to Clause 8.5 hereof, Planworth Communications shall not be responsible or liable for any problem arising between Telekom Malaysia Berhad as the telephone line providers and the Customer that may affect the availability of the Service. If there should be any interruption or termination of the Customer's fixed telephone line account by Telekom Malaysia Berhad as the telephone providers, this will affect the availability of the Service and the Service may be terminated by Planworth Communications.

7. Installation & Account Activation

7.1 Unless otherwise arranged or provided to the Customer, Planworth Communications and/or its appointed contractor shall fix an appointment date with the Customer for installation of the Service at the Designated Address by Planworth Communications and/or its appointed contractor, subject to the Customer confirming the readiness and availability of all the following basic equipment required for the Service:

(i) Telephone line through Telekom Malaysia fixed line only;

(ii) AC power supply for Planworth Communications Broadband modem;

(iii) Hubs, Routers, Servers (for Networking purposes);

(iv) Internal wiring;

(v) Personal computer (with CD Drive and LAN connection card (NIC)) and must conform with the specifications described by Planworth Communications upon registration;

(vi) DSL Modem (if modem is not leased from Planworth Communications as part of the package subscribed);

(vii) Approval in writing of the developer or building management corporation or the building owner, in the event that the Customer's premise is located at the high rise building that need the said approval for the installation of the Service; and

(viii) Any other requirement as Planworth Communications may notify to the Customer from time to time.

7.2 Upon Planworth Communications' satisfaction that the Customer is ready with all the basic equipment required for the Service as specified in clause 7.1 above, Planworth Communications and/or its appointed contractor shall confirm the appointment date and Planworth Communications and/or its appointed contractor shall carry out the installation of the Service at the Designated Address from Planworth Communications' confirmation thereof, at such time as may be agreed by the Parties.

7.3 In the event that the Customer is not ready with the basic equipment as required in clause 7.1 above, PLANWORTH COMMUNICATIONS Net may at its sole discretion allow the Customer to defer the installation date for a period of fourteen (14) days. If after such fourteen (14) days period, the Customer is still not ready with the basic equipment, Planworth Communications may in its absolute discretion cancel the Customer's registration for the Service, unless the Customer submits a request in writing to Planworth Communications within the said fourteen (14) day time frame to further defer the installation date for the Service and Planworth Communications approves the same. Any such cancellation of the Service shall be at the Customer's own cost. The Customer may reapply for the Service subject to availability of the Service at the relevant point in time. Either the Planworth Communications Broadband Basic without modern package or Planworth Communications Broadband In-A-Box package, the User Account and the Service will be activated automatically by Planworth Communications after seven (7) days from the Service registration date without notice to the Customer and the fees for such Service shall become due and payable to Planworth Communications upon such Activation Date. The Customer is solely responsible for ensuring that the Planworth Communications Broadband Basic without modern package or Planworth Communications Broadband In-A-Box package is properly installed at the Designated Address prior to such Activation Date. In the event that the Planworth Communications Broadband Basic without modern package or Planworth Communications Broadband In-A-Box package is couriered to the Customer then the User Account shall only be activated automatically after ten (10) days from the Service registration date without notice to the Customer. For Customers of the Planworth Communications Broadband Basic without modern package or Planworth Communications Broadband In-A-Box package, clauses 7.1, 7.2 and 7.3 hereunder will not apply.

8. Fees

8.1 The fees for the Service shall be at the applicable rate indicated in the Application Form or such rates as may be prescribed and informed to the Customer by Planworth Communications from time to time.

8.2 Except as otherwise provided in this Agreement, payment of the fees for the Service shall be payable in advance from the Activation Date. The Customer shall be liable for and shall promptly pay to Planworth Communications, within the time period specified in Planworth Communications' bill for the Service, all charges, fees, rentals, costs or other amounts whatsoever as shown in Planworth Communications' bill, notwithstanding that the Customer may dispute the same for any reason's whatsoever.

8.3 In the event of suspension or termination of the User Account at any time during the Minimum Subscription Period, except where such termination arises from Planworth Communications' breach or fault or an event of Force Majeure, then the Customer shall be liable to pay to Planworth Communications all fees for the Service outstanding to Planworth Communications from the date of such suspension or termination until the end of the Minimum Subscription Period.

8.4 In the event that the telephone line used as a medium to connect to the Service is disconnected for any reason whatsoever, the Customer shall continuously be responsible to pay the monthly subscription fee for the Service.

9. Payment

9.1 In the event the amount stated in Planworth Communications' bill or any part thereof remains unpaid after the due date, Planworth Communications 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.

9.2 The billing date will commence from the Activation Date.

9.3 Planworth Communications will issue the bill on monthly basis and the Customer is obligated to do reasonable inquiry in the event that he has not received the bill within the expected period. The Customer hereby acknowledges that non-receipt of any statement of account, bill, statement or any correspondence in relation to the Service subscribed shall not be a valid reason for the Customer to withhold or delay any outstanding payments to Planworth Communications for the Service.

10. Alteration/Modification/Restoration/Investigation

Any alteration/modification/restoration/investigation to the Service or Service configuration, and/or relocation of the Service based on the Customer's request is chargeable to the Customer at a rate as specified in the Application Form or any other rate as may be specified by Planworth Communications from time to time.

11. Change of Service Package Plan

The Customer is not allowed to downgrade the Service package during the Minimum Subscription Period. Any request by the Customer for upgrades or downgrades of his Service package plan after the Minimum Subscription Period shall be subject to Planworth Communications' written approval which consent shall not be unreasonably withheld. For any allowable upgrades or downgrades as aforementioned, installation, activation and any other applicable fees will be charged to the Customer at a rate specified by Planworth Communications from time to time.

The Customer may request for upgrades of his Service package plan at any time during the Term of this Agreement subject to the upgrade rate as may be prescribed by Planworth Communications. For the avoidance of doubt, in the event of termination of the Service before the expiry of the Minimum Subscription Period, the Customer shall be liable to pay the upgrade rate of Service fees for the remainder of the Minimum Subscription Period.

12. Customer's Responsibilities

12.1 The Customer shall:

(i) be responsible for the set-up or configuration of his own equipment for access to the Service;

(ii) ensure his readiness for installation of the Service on the appointment date in accordance with Clause 7 hereof;

(iii) comply with all notices or instructions given by Planworth Communications from time to time in respect of the use of the Service;

(iv) be solely responsible for obtaining, at his own cost, all licences, permits, consents, approvals, and intellectual property or other rights as may be required for using the Service;

(v) comply with the rules of any network to which the Customer has access through the Service;

(vi) comply with and not contravene any and all applicable laws and regulations of Malaysia, whether relating to the Service or otherwise including but not limited to the Communication and Multimedia Act, 1998;

(vii) be solely responsible for all information retrieved, stored and transmitted by the Customer through the use of the Service;

(viii) obtain Planworth Communications' prior approval before making any changes to the network configuration and interconnecting the private network to any public network;

(ix) be responsible for ensuring that the Customer's personal computer is equipped with network card;

(x) 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 Planworth Communications, the Customer shall be responsible for purchasing the equipment at his own cost to enable connectivity of the Service;

(xi) pay and settle all fees and any other charges due to Planworth Communications in accordance with this Agreement;

(xii) abide and adhere to the terms and conditions of this Agreement; and,

(xiii) be responsible to maintain in good condition any Leased Equipment by Planworth Communications. In the event any of the Leased Equipment is faulty, lost or damaged due to any fault or negligence of the Customer, the Customer will have to bear the cost of the Leased Equipment according to its depreciated value that shall be determined by Planworth Communications.

13. Prohibited Use

13.1 The Customer shall:-

(i) not use the Service for any unlawful purpose including without limitation for any criminal purposes;

(ii) not use the Service to send unsolicited electronic messages or any message which is obscene, threatening or offensive on moral, religious, racial or political grounds to any person including a company or a corporation;

(iii) not compromise or infect any systems with computer viruses or otherwise;

(iv) not infringe any intellectual property rights of Planworth Communications, its related companies and subsidiaries or any third party;

(v) not gain unauthorised access to any computer system connected to the Internet or any information regarded as private by any person including a company or corporation;

(vi) not share the Service with any person including a company or corporation without the prior written approval of Planworth Communications and shall use the Service only for the purpose for which it is subscribed;

(vii) not resell or sublet the Service to any third parties without prior written consent from Planworth Communications; and,

(viii) not use the Service in any manner, which in the opinion of Planworth Communications may adversely affect the use of the Service by other Customers or efficiency or security as a whole.

14. Security and Other Features

14.1 The Customer shall take all such measures as may be necessary to protect his own system and network.

14.2 The Customer shall be responsible for maintaining the confidentiality of his 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 user identification.

14.3 The Customer shall remain responsible for Planworth Communications within twenty four (24) hours if the User Account, user identification or password is stolen or lost. Until such report has been made, the Customer shall be responsible for all transactions and access to the Service using the User Account, user identification or password by any third party and Planworth Communications shall not be held responsible for any prohibited and/or unauthorised use of the Service as provided in this Agreement.

15. **Leased Equipment**
- 15.1 In connection with any Leased Equipment that may be provided by Planworth Communications for use of the Service the Customer shall:
- (i) take appropriate measures to safeguard the Leased Equipment;
 - (ii) properly maintain and keep the Leased Equipment at a safe place;
 - (iii) adhere to all instructions and notice (written or otherwise) given by Planworth Communications from time to time regarding the use of such Leased Equipment;
 - (iv) 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;
 - (v) return and surrender the Leased Equipment to Planworth Communications in the same condition as and when it was first provided to the Customer, normal wear and tear excepted, upon termination of the Service;
 - (vi) be liable to pay Planworth Communications for any Leased Equipment which the Customer fails to return or surrender to Planworth Communications upon termination of the Service;
 - (vii) not hold Planworth Communications liable in the event that the Customer's own equipment and/or other devices is damaged due to including but not limited to floods, fire and lightning strike whilst using the Leased Equipment; and
 - (viii) not hold Planworth Communications liable or responsible in the event that Planworth Communications are unable to replace or change the Leased Equipment to a similar model or type as the Customer's existing Leased Equipment and Planworth Communications reserves the right to replace the Leased Equipment to any model or type available at the relevant time, at Planworth Communications' sole discretion.
- 15.2 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 Planworth Communications. Upon visiting the Customer's premises, if Planworth Communications and/or its appointed contractor determines that such interruption, loss or unavailability of the Service is not attributable to or caused by any fault in the Leased Equipment or Planworth Communications's network, then Planworth Communications reserves the right to impose charges at the rate as specified in the Application Form or any other rate as may be prescribed by Planworth Communications from time to time for the visit to the Customer's premises.
16. **Customer's Equipment Installation**
- 16.1 The Customer shall prepare all applicable Customer's equipment at the Designated Address in accordance with Clause 7 herein and/or any other specifications Planworth Communications may provide to the Customer in relation to the Service. The Customer shall further ensure that the said Customer's equipment are in good condition and has proper set-up for purposes of installation of additional configuration and installation of software to the said Customer's equipment by Planworth Communications.
- 16.2 The installation of the configuration and software for the Customer's equipment can be conducted by the Customer themselves as per Planworth Communications' guidelines. The Customer acknowledges that such installation shall be at the Customer's own risk.
- 16.3 In the event that the Customer's premise is located at the high rise building that need the approval of the developer or the building management corporation or the building owner for the installation of the Service, as the case may be, the Customer shall ensure that he has obtained such consent to enable Planworth Communications and/or its appointed contractor to do the installation without any disruption.
- 16.4 Planworth Communications shall not be liable in any way whatsoever for any loss or damage to any property or injury to any person whatsoever caused, whether negligent or otherwise arising out of any installation and/or configuration where such task is conducted by the Customer.
- 16.5 Planworth Communications 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 Planworth Communications equipment or otherwise.
- 16.6 In the event the Customer requests for Planworth Communications' appointed contractor to conduct further technical investigation for the purpose of identifying and/or rectifying any problem arising from the Customer's equipment and Planworth Communications' appointed contractor agrees to render such assistance, Planworth Communications will not be involved or responsible for any fees or charges for such additional support services which Planworth Communications' appointed contractor may impose on the Customer. Planworth Communications 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.
17. **Lawful Purpose**
- The Customer shall only use the Service for lawful purposes. Transmission of any material in violation of any international, federal, state or local laws or regulations is prohibited. These include, but shall not be limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. These also include links or any connection to such materials.
18. **Suspension of Service**
- 18.1 Without prejudice to any other rights or remedies and notwithstanding any waiver by Planworth Communications of any previous breach by the Customer, Planworth Communications may suspend the Service for a period determined by Planworth Communications in its sole discretion in the event that:
- (i) any fee and/or payment due hereunder for the Service provided is not settled in full on due payment date;
 - (ii) in the event the Customer fails to comply with the terms of this Agreement;
 - (iii) any scheduled or unscheduled outages occur which cause interruption to the Service, including but not limited to maintenance of Planworth Communications' equipment or systems.
- 18.2 In the event of any suspension of the Service by Planworth Communications in accordance with Clause 18.1(i) and Clause 18.1(ii) hereof, Planworth Communications may if it deems appropriate at its sole discretion and upon such terms, as it deems proper reconnect the Service, in which event the Service and this Agreement shall continue in effect as if the Service had not been suspended. Planworth Communications shall have the right to impose on the Customer a reconnection fee at a rate as specified by Planworth Communications from time to time.
- 18.3 For the avoidance of doubt, the abovementioned suspension exercise shall not prejudice the right of Planworth Communications to continuously bill the Customer for the subscription fees and/or recover all other charges, costs, and interests due and any other incidental charges incurred during the period of suspension. In the event of non-payment by the Customer and subsequent suspension of the Customer's Service by Planworth Communications, the Customer will still be liable to pay the fees for the Service during the period of suspension. Further where the Customer defaults in payment, Planworth Communications may at its discretion charge the Customer a reconnection fee for the Service at the rate stated in the Application Form or any other rate as may be prescribed by Planworth Communications from time to time.
19. **Change of Customer's Details**
- The Customer undertakes to inform Planworth Communications of any change of the Customer's information provided earlier to Planworth Communications within fourteen (14) days of such changes. Failure by the Customer to notify Planworth Communications of such changes shall be a waiver of the Customer's right including the right to be notified under this Agreement as the case may be.
20. **Termination**
- 20.1 Without prejudice to any other rights or remedies of the parties under this Agreement or at law, either party may terminate this Agreement, in the event:
- (i) the other breaches any term, condition, undertaking or warranty under this Agreement and such breach shall remain unremedied for a period of thirty (30) days after receipt of the written request to remedy the same;
 - (ii) the other becomes bankrupt or enters into any composition or arrangement with or for the benefit of creditors or either party or allow any judgment against either party to remain unsatisfied for the period of twenty-one (21) days; or,
 - (iii) any event of Force Majeure occurs as specified in Clause 31 hereof, which continues for a period of more than sixty (60) days.
- 20.2 Without prejudice to any other rights or remedies of Planworth Communications under this Agreement or at law, Planworth Communications may terminate this Agreement by giving the Customer fourteen (14) days notice, in writing, if the Customer:
- (i) fails to comply with Planworth Communications' policy(ies) and/or instruction(s) communicated to the Customer, in writing; or
 - (ii) is in breach of any provision under Communication and Multimedia Act, 1998 or any other rules, regulations, by-laws, acts, ordinances or any amendments to the above.
- 20.3 Notwithstanding the above, Planworth Communications may terminate the Service under this Agreement immediately, without penalty, if:
- (i) the Customer fails to make payment of fees, Charges and/or any sum due to Planworth Communications within the stipulated time. Notwithstanding the termination by Planworth Communications, the Customer shall remain liable for all fees due and owing to Planworth Communications during the Minimum Subscription Period.
 - (ii) the Customer fails to comply with the terms of this Agreement, and Planworth Communications, in its sole discretion is of the opinion that such breach shall not be tolerated and shall not fall under provision of Clause 20.1 (i) above; and/or,
 - (iii) the Customer provided false or incomplete information to Planworth Communications.
- 20.4 Such termination, as hereinbefore mentioned in Clauses 20.2 and 20.3, shall not prejudice the right of Planworth Communications to recover all charges, costs, and interests due and any other incidental damages incurred thereto.
- 20.5 Subject to Clause 4 and clause 8.3 aforementioned, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- 20.6 In the event of termination of the Service by the Customer or Planworth Communications shall immediately become due and payable and the Customer shall upon demand by Planworth Communications settle all amounts within the time stipulated by such demand. The Customer shall forthwith return the Leased Equipment (if any) to Planworth Communications in a good condition (fair wear and tear excepted).
- 20.7 Any fee and/or charge paid by the Customer to Planworth Communications pursuant to this Agreement shall not be refundable upon termination of the Service by the Customer.
- 20.8 Planworth Communications shall not be liable to the Customer for any claim for damages or costs of any nature whatsoever arising out of discontinuance of the Service or termination or expiration of this Agreement in accordance with its term including but not limited to any claim for loss of profits or prospective profits or for anticipated loss.
21. **Disclaimer**
- 21.1 The Service is provided on an "as is" basis. Planworth Communications makes no warranty of any kind, either expressed or implied, and expressly disclaims all implied warranties, including, but not limited to warranties of accuracy of the Service and/or the Leased Equipment for a particular purpose of the Customer.
- 21.2 Planworth Communications shall not be liable to the Customer for any direct and incidental loss, cost, claim, liability, expenses, demands or damages whatsoever (including any loss of profits, loss of savings or incidental or consequential damages), arising out of the Customer's failure or inability to use such Leased Equipment provided by Planworth Communications hereunder. Planworth Communications' liability (if any) is limited to restore and if necessary to replace the Leased Equipment if Planworth Communications decides that the Leased Equipment is not in working conditions or faulty not due to the Customer's act or omission.
- 21.3 Planworth Communications shall not be liable in the event that the Customer's own equipment and/or other devices is damaged due to Force Majeure Event including but not limited to floods, fire and lightning strike while using the Service. Planworth Communications' liability (if any) during installation and/or restoration of any reported faulty of the Leased Equipment shall not cover the wiring or cabling connecting the Leased Equipment or the Customer's equipment and the building management corporation or the building owner power house.
- 21.4 Planworth Communications shall not be liable to the Customer for any loss or any damages sustained by reason of any disclosure, inadvertent or otherwise in any information concerning the User Account particulars.
- 21.5 While every care is taken by Planworth Communications in the provision of the Service, Planworth Communications shall not be liable for any loss of information howsoever caused whether as a result of any interruption, suspension, or termination of the Service or otherwise, or for the contents accuracy or quality of information available, received or transmitted through the Service.
- 21.6 The Customer shall be solely responsible, and Planworth Communications shall not be liable in any manner whatsoever, for ensuring that in using the Service all applicable laws, rules and regulations for the use of any telecommunications systems, service or equipment shall be at all times complied with.
22. **Indemnity**
- 22.1 The Customer undertakes and agrees to indemnify, save and hold harmless Planworth Communications at all times against all actions, claims, proceedings, costs, losses and damages whatsoever including but not limited to libel, slander or infringement of copyright or other intellectual property rights or death, bodily injury or property damage howsoever arising which Planworth Communications may sustain, incur or pay, or as the case may be, which may be brought or established against Planworth Communications by any person including a company or corporation whosesoever arising out of or in connection with or by reason of the operation, provision or use of the Service and/or equipment under and pursuant to this Agreement and which are attributable to the act, omission or neglect of the Customer, his servants or agents.
- 22.2 Planworth Communications shall use its best endeavours to ensure the continuity and efficiency of the Service at all times but shall not be liable for any loss, damage, consequential or otherwise, arising out of any failure of the Service caused unless such default, error, omission or loss is due to the willful neglect or fault of Planworth Communications. Notwithstanding the aforementioned, the extent of Planworth Communications' liability shall be limited to correcting the failure of the Service only.
23. **Confidential Information**
- Except with the prior written consent of the other Party, either Party shall not at any time communicate to any person any confidential information disclosed to him for the purpose of the provision of the Service or discovered by him in the course of the provision and performance of the Service. For the avoidance of doubt, Planworth Communications may disclose any confidential information in regards to this Agreement to Telekom Malaysia Berhad and its affiliates in its ordinary course of business and/or on need to know basis as the case may be.
24. **Compliance with applicable laws**
- The Customer shall comply with and not to contravene any and all applicable laws and regulations of Malaysia relating to the Service or otherwise, including but not limited to Communication and Multimedia Act 1998 and its subsidiary legislation, other Acts of Parliament, local by-laws, rules and regulations issued by relevant government bodies and/or authorities.
25. **Variation**
- Planworth Communications reserves the right to amend the terms and conditions herein contained and/or the specific terms at any time and the Customer shall be bound by the amended terms and conditions. Notice of the amendment may be given by Planworth Communications to the Customer in such manner as Planworth Communications deems appropriate.
26. **Severability**
- If any provision herein contained should be invalid, illegal or unenforceable under any applicable law, such provision shall be fully severable and this Agreement shall be construed as if such illegal or invalid provision had never comprised a part of this Agreement and the legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.
27. **Assignment**
- The Customer shall not assign any of his rights or obligations under this Agreement to any other person whatsoever except with prior written approval of Planworth Communications. Planworth Communications may assign or novate this Agreement or any part thereof to any body corporate which is a parent company, subsidiary or related company of Planworth Communications and consent for the abovementioned is hereby given by the Customer.
28. **Binding on Successors**
- These terms and conditions are binding upon the successors, executors, administrators, personal representatives and assign of the Customer and upon the substitute and assigns of Planworth Communications.
29. **Indulgence and waiver**
- 29.1 No delay or indulgence by Planworth Communications in enforcing any term or condition of this Agreement or granting of time by Planworth Communications to the Customer shall prejudice the rights or powers of Planworth Communications under this Agreement or at law.
- 29.2 Failure by Planworth Communications to exercise any part or all of its rights under the terms and conditions of this Agreement or any partial exercise shall not act as a waiver of such right nor shall any waiver by Planworth Communications of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.
30. **Notice**
- All notices, requests or other communications required or permitted to be given or made hereunder shall be in writing and delivered either by hand, or sent by prepaid registered post or legible telefax addressed to the Party at his address set out in the application form for the Service or to such other address or facsimile number as any Party may from time to time duly notify to the other Party. Such notices, requests or other communications shall be deemed to have been given by facsimile immediately after transmission thereof or if sent by post, forty-eight (48) hours after posting.
31. **Force Majeure**
- Neither party shall be liable for any breach of this Agreement arising from cause beyond its control including but not limited to Acts of God, insurrection of civil disorder war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies for whom neither party is responsible or an other cause whether similar or dissimilar outside either party's control. 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.
32. **Governing Law**
- This Agreement shall be governed and construed in accordance with the laws of Malaysia.
33. **Goods and Services Tax Act**
- 33.1 Where Goods and Services Tax ("GST") is applicable to Planworth Communications as the supplier under this Agreement, Planworth Communications is entitled to charge the GST payable to the government on the Planworth Communications Equipment supplied to the Customer.
- 33.2 If Planworth Communications is liable for GST as contemplated by Clause 31.1 then:
- (i) Planworth Communications shall:
 - provide to the Customer information that may be reasonably required to establish its liability for GST; and
 - provide such information and documents as may reasonably be required by the Customer to enable the Customer to claim an input tax credit under the law applicable to GST; and
 - (ii) 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 paragraph 33.1 shall be paid by the Customer.
34. **Customer's Warranties and Acknowledgement**
- 34.1 The Customer hereby warrants that:
- (i) he has the legal capacity to enter into this Agreement and is not a minor; and
 - (ii) if the Customer is a body corporate, it has the required corporate authority to enter, execute and be bound by the terms and conditions of this Agreement.
- 34.2 The Customer acknowledges that:
- (i) he has read and fully understood all the terms and conditions herein upon signing the Application Form and agrees to be bound by the same upon Planworth Communications accepting the application;
 - (ii) the details and documents provided to Planworth Communications together with the Application Form are true, genuine and contain the latest information and allows Planworth Communications to conduct independent verification of the same with any organization or body;
- 34.3 Notwithstanding the above, Planworth Communications reserves the right to reject the application or require the Customer to furnish further details or documents as Planworth Communications deems fit and necessary without assigning any reason whatsoever.
- 34.4 The Customer further acknowledges and agrees that:
- (i) it is Planworth Communications' policy to use the Customer's data and personal information acquired through the registration process or through the Customer's use of Planworth Communications' products and services for its business purposes.
 - (ii) Planworth Communications may use the Customer's personal information for the internal purposes of customising advertisements and content on the website(s) and Planworth Communications' partner sites, providing information to the Customer of other products and services available from Planworth Communications and its affiliate, processing and fulfilling Customer request for products and services, responding to Customer enquiries, conducting research for improvement of the Service and statistical analysis and the general operation and maintenance of the Service and its related website(s).
 - (iii) Planworth Communications will disclose the Customer's personal information if required to do so by law or in good faith, if such action is necessary to:
 - a. comply with any law enforcement agency, court orders or legal process; and/or
 - b. protect and defend the rights or property of Planworth Communications and its users.