

TERMS AND CONDITIONS

1. DEFINITIONS

“Business Day” means any day other than Saturday and Sunday.

“PW” means Planworth Communications (M) Sdn. Bhd. (174659-V)

“PWnet” is the service name of Planworth Communications (M) Sdn Bhd’s Internet Telephony Telecommunications Services.

“Subscriber” means the individual, sole proprietorship, company or entity named in the registration form overleaf and whose application for the Service has been accepted by PW.

An individual applicant must be at least 18 years of age.

“Service” means the Internet Telephony Telecommunications services to be provided by PW to the Subscriber.

“Agreement” means the agreement for the Service made between PW and the Subscriber in accordance with the terms and conditions herein. The duty completed and signed registration form printed overleaf shall form an integral part of this Agreement.

2. DURATION OF AGREEMENT

This Agreement shall commence on the Installation Date and the terms and conditions contained herein shall be effective from this date. Save and except as expressly provided herein, this Agreement can be cancelled or terminated with 7 days written notice.

3. SUBSCRIBER’S RESPONSIBILITY

3.1 The Subscriber shall, throughout the duration of this Agreement:

- (a) pay all amounts due to PW as reflected in PW’s official bill statement and for all charges whatsoever occasioned by the use of the Service as PW determines irrespective of whether such charges were authorized by the Subscriber or not, had exceeded the Subscriber’s credit limit and/or had arisen from any other causes whatsoever. The amount(s) specified in PW’s official bill statement as due and payable by the Subscriber shall be final and binding on the Subscriber;
- (b) cease to utilize the Service for such period as may be required by PW;
- (c) continue to be liable for any applicable charges and fees during the period of interruption, suspension or loss of Service due to any cause whatsoever;
- (d) inform PW 14 days in advance of any change in the Subscriber’s billing address and/or facsimile number;
- (e) not perform any acts which would directly or indirectly cause PW to violate any provision of the Communication and Multimedia Act, 1988 (as many be amended from time to time) and/or other applicable laws, orders, regulations, directives or requirements of relevant authorities (whether or not having any force of law); and
- (f) indemnify and keep indemnified PW from and against any and all losses, damages, liability and expensed suffered or incurred by PW 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 Service and all other claims arising out of any act or omission of the Subscriber or any authorized or unauthorized use or exploitation of the Service by any third party(s).

3.2 The subscriber shall adhere to all security, authentication and authorization procedures relating to the Service as determined by PW with PW shall be at liberty to vary or revise from time to time by notice to the Subscriber.

3.3 Upon expiration of this Application, you may either return the Equipment to us or make it available for us to collect at anytime without notice.

4. PAYMENT

4.1 The Subscriber shall pay all fees and other charges for the Service to be calculated in accordance with the rate(s) PW determines and notifies the Subscriber in writing. In the event any amount remains unpaid after its payment due date, then without restricting other rights or remedies available to PW, the Subscriber shall pay PW late payment charges at the rate of 1.5% per 30 days (or part thereof) which shall accrue on outstanding principal sums and late payment charges added thereto from the payment due date until full settlement. The late payment charges shall not be an extension of time for payment or waiver by PW of its rights or remedies in relation to the Subscriber’s failure or delay to pay any amount(s) as and when due. PW may, at its discretion, waive any late payment charges payable by the Subscriber.

4.2 The Subscriber shall indemnify and keep indemnified PW against all costs, expenses, charges and legal fees (on full indemnify basis) incurred by PW in enforcing this Agreement or recovering all amount(s) payable by the Subscriber to PW.

5. SUSPENSIONS AND TERMINATION

5.1 The Subscriber may terminate this Agreement by giving PW at least seven (7) days prior notice in writing of its intention to terminate.

5.2 PW shall, without being liable in any manner to the Subscriber, be entitled (i) at its absolute discretion, at any time and from time to time, to suspend the entire or part(s) of the Service or suspended or terminate the Service in relation to any destination(s); or (ii) forthwith without notice to the Subscriber terminate this Agreement following breach of this Agreement by the Subscriber; or (iii) by giving not less than five (5) Business Days notice to the Subscriber, terminate this Agreement without giving any reason.

5.3 Upon termination of the Agreement by either party, the Subscriber shall be liable to pay PW for:

- (a) all call fees and charges (including late payment charges) incurred by the Subscriber up to and including the effective date of termination; and
- (b) all other outstanding amounts as PW determines.

5.5 Notwithstanding any contrary provisions herein, all amounts owing to PW by the Subscriber in accordance with this Agreement shall become immediately due any payable in the event of termination of this Agreement.

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6. PW'S RIGHT

- 6.1 PW reserves the right to make any alteration to the Service, or any part thereof, or suspend the Service or any part thereof at any time or from time to time without being liable in any manner to the Subscriber.
- 6.2 PW reserves the right, from time to time, by written notice to the Subscriber, to vary or amend the terms and conditions herein. The Subscriber hereby agrees to be bound by and to observe and comply with all such variations and amendments.
- 6.3 Use of the Service shall be subject to the Subscriber's credit limit as PW determines in its absolute discretion which PW will inform the Subscriber after acceptance of the Subscriber's application for registration. Upon the Subscriber's request and/or when PW deems fit, the credit limit may be varied or increased subject to further terms and conditions as PW deems fit to impose. However, PW makes no representation that automatic suspension or barring of the Service will occur upon the call charges reaching the Subscriber's credit limit.

7. PW'S LIABILITY

- 7.1 Notwithstanding any contrary provisions herein, expressed or implied, PW shall not be liable to the Subscriber or any third party losses, damages and/or expenses whatsoever (whether direct, indirect, special and/or consequential, loss of or damage to business, goodwill, reputation, revenue, profits, property, person or otherwise and/or any other damages of whatsoever nature) sustained or suffered in connection with the Service or this Agreement including without limitation by reason of or incidental to any breakdown, suspension or termination of the Service, facilities, circuits of third party (s)' equipment or services used or relied upon in connection with the provision of the Service or any failure, delay in or interruption in the Service, no matter what the cause(s) may be and however long it may last.
- 7.2 Without prejudice to clause 7.1 above, in the event that any disclaimer of liability by PW or the provisions of clause 7.1 are enforceable or invalid, the PW's entire liability from any cause whatsoever of any kind arising out of or related to this Agreement shall be limited solely to and shall not exceed the total sum actually paid to PW by the subscriber for use of the Service during the period of thirty (30) days immediately preceding the occurrence of the event giving rise to liability enforceable against PW under this agreement.

8. FORCE MAJEURE

- 8.1 PW shall not be liable for any failure, omission or delay in performing its obligations herein caused by any Act of God, insurrection or civil disorder military operations, all emergency, acts or omission for Government or any competent authority, change in or new laws or regulations, technical/operational breakdown/failure, act, omission, delay or failure of third party(s) involved in routing/transmission of traffic or calls in connection with the Service, service outage, power failure, industrial disputes of any kind, fire, lightning, explosion, Flood, inclement weather, acts or omission of persons or bodies over whom PW has no control over and/or any other cause or circumstance beyond PW's reasonable control.

9. MISCELLANEOUS TERMS AND CONDITIONS

- 9.1 If any of the provision herein contained should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.
- 9.2 This Agreement shall be governed by and construed in accordance with the laws of Malaysia.
- 9.3 Any notice to be given by PW to the Subscriber under these terms and conditions will be in writing and sent to his/their last known address or facsimile number. Any notices to be given by the Subscriber to PW under these terms and conditions must be in writing and sent to the following address or facsimile number: Planworth Communications (M) Sdn. Bhd. (174659-V), B-11-2 Megan Avenue 1, No.189, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia or facsimile number: 03-2166 2729. Any notice given pursuant to this clause shall be deemed to have been served if:
 - (a) Sent by pre-paid registered post, on the 3rd day from the date of posting;
 - (b) Sent by ordinary post, on the 5th day (excluding Saturdays and Sundays) after the date of posting;
 - (c) Hand delivered, upon delivery; or
 - (d) Sent by facsimile, upon transmission provided that the recipient's facsimile number is shown on the sender's receipt of the confirmed log print on of the transmission thereof.
- 9.4 The Subscriber shall not assign or transfer all or part(s) of their rights and/or obligations hereunder, without the prior written consent of PW.
- 9.5 No delay or indulgence by PW in enforcing any term or condition of this Agreement nor the granting of time by PW to a Subscriber shall prejudice PW's rights, powers or remedies nor shall any waiver by PW of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.
- 9.6 Words importing the singular number include the plural number and vice versa. Words importing the masculine gender include the feminine gender. An expression importing a natural person includes any company, partnership, sole proprietorship, joint venture, association, corporation or other body and any government agency.
- 9.7 This Agreement shall bind the Subscriber and its successor(s)-in-title, heirs, estates, personal representatives and permitted assigns (as the case may be).