

# General Terms & Conditions of Service(s)

Version [14 Dec 2015]

\*All terms that are in **BOLD** are defined at the Definition section located at the end of this document.

## GENERAL

The **Service(s)** are made available to you by **Maxis**, subject to this **General Terms & Conditions ("GTC")**. This **GTC** replaces and substitutes all previous terms and conditions you have with **Maxis**. Any specific **Service(s)** you use are subject to the **GTC** as amended and/or supplemented by the applicable **Service Specific Terms & Conditions ("SSTCs")**.

Upon **Activation** of the **Service(s)**, you are deemed to have accepted and be bound by this **GTC, Summary Terms & Conditions, SSTCs, Maxis Fair Usage Policy** and such other terms and conditions as we may impose from time to time and the **Agreement** shall be in force from **Activation** of the **Service(s)** and continue unless terminated in accordance with the **Agreement**.

### 1. BECOMING OUR CUSTOMER

- 1.1 To be eligible for the **Service(s)**, you must be at least 12 years old.
- 1.2 You must provide your registration details prior to using the **Service(s)**, which includes your name, address and identification documents (i.e. National Registration Identification Card (NRIC) or passport) and such other details as may be required by us.
- 1.3 We may decline supply of the **Service(s)** to you based on reasons including your eligibility for the **Service(s)** based on the **SSTCs**, the availability of the **Service(s)** and your compliance with our registration requirements.
- 1.4 You must use the **Service(s)** in accordance with the **Agreement** and ensure any person you allow to use the **Service(s)** complies with the **Agreement**.

### 2. YOUR RESPONSIBILITIES AND OBLIGATIONS

#### Your use of the **Service(s)**

- 2.1 Upon your successful registration, you are required to activate the **SIM Card** to enjoy our **Service(s)**. You are reminded that you must activate the **Service(s)** before the printed expiry date on the **Starter Kit** to avoid your **Mobile Number** being withdrawn with immediate effect. Failure to activate the

**Service(s)** before the expiry date will result in you having to purchase a new **Starter Kit** and re-register to access our **Service(s)**.

- 2.2 Your credit or airtime balance can only be used during the **Active Period**. For clarity, the validity period of the call credit in your **Account** varies depending on the value of the **Top Up Ticket** or top ups purchased via electronic means or SMS.
- 2.3 At any one time, you can only have credit worth of RM1,000.00 or less in your **Account**. All types of top ups will fail where you attempt to top up an account which has a balance of RM1,000.00.
- 2.4 You must top up your **Account** before the expiry of the **Credit Grace Period**, otherwise your **Account** will be terminated and your balance forfeited. In such circumstances, your **Mobile Number** will be withdrawn with immediate effect. You will then have to purchase a new **Starter Kit** to access the **Service(s)**.
- 2.5 We shall not be liable to reimburse you any forfeited credits or for any damages, cost, loss or expenses suffered as a result of termination or expiry of your **Account** or **Service(s)**
- 2.6 We will deduct from your **Account**, an amount equal to the value of the **Service(s)** accessed by you from time to time at rates stipulated on our website, in our user guide and/or as may be imposed by us from time to time.
- 2.7 You are fully responsible for use of the **Service(s)** and/or **Content** disseminated through your account(s), whether by you or by any third party.

You are to ensure at all times that your **Mobile Device**, **SIM Card** and **Mobile Number** are lawfully owned/ used/ possessed in compliance with all laws or regulations of Malaysia.

- 2.8 You are required to:
  - a. provide us with accurate and complete information and inform us in writing immediately of any changes to such information provided, including any changes in your address, and/or contact particulars;
  - b. comply with all applicable laws of Malaysia, including the Communication and Multimedia Act 1998 and any other requirements, codes, notices or restrictions issued by the government, regulatory agencies (e.g. Content Code of the Communications and Multimedia Content Forum, which can be found at <http://www.cmcf.my>) and/or **Maxis** or other **Service Providers** on the use of the **Service(s)** or any telecommunication system and equipment;
  - c. comply with all notices or directions issued by us from time to time; and
  - d. take all reasonable steps to prevent spamming, fraudulent, defamatory, offensive, improper, immoral and indecent actions or illegal use of the **Service(s)**.
- 2.9 In the use of our **Service(s)** you agree:
  - not to use or allow any part of the **Service(s)** to be used:

- i. to advertise, transmit, store, post, display, or otherwise make available pornographic materials and/or any form of child sexual abuse material
- ii. for any illegal or improper purposes;
- iii. to forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message or employing any other method to disguise or mislead any user name or the source or quantity of the emails transmitted;
- iv. to advertise, transmit, post, facilitate or solicit any **Content**, product or service that contains malware or any other harmful, damaging or destructive programmes or software or make them available;
- v. to make or attempt any illegal or unauthorised access to any part or component of the **Service(s)**, the **Network** or any third party equipment, accounts, systems or networks whether directly or otherwise; or to carry out or attempt any activity (including preparatory work) involving system penetration (i.e. port, stealth, security or penetration scans or other information gathering activity) on our **Network** or its **Service Providers'** servers or network;
- vi. to disrupt or undermine the security of the various networks and systems that are connected to the **Service(s)** or violate the regulations, policies or procedures of such networks. This may include any failure to update software that is known to be vulnerable to malicious activity or exploitation;
- vii. to violate any party's rights, affect other users' enjoyment of or access to any **Service(s)** or cause annoyance, harassment, irritation, inconvenience or anxiety to anyone, e.g. denial of service attacks, pinging and mailbombing, fraud or pirating software;
- viii. in any way infringe an individual's privacy or other personal rights;
- ix. to engage in any activity, that we determine to be harmful to our customers, operations, reputation, goodwill or customer relations;
- x. for resale or otherwise to be provided to third parties without our prior consent, whether for profit or not; or
  - a. other than allowed under the **Service(s)**, you will not use, copy, disseminate or provide any information or **Content** or any parts or derivatives thereof (whether in its original or adapted form) received as part of the **Service(s)**, for purposes of creation of any commercial products whether tradable or otherwise.
- 2.10 We may, at our discretion, refuse or remove access to any **Content**, products or services which you transmit, make available, access, use or acquire via the **Service(s)**, including those which may or are alleged to contravene the laws of Malaysia, improper, defamatory, offensive, indecent, objectionable or illegal or infringe any party's intellectual property rights.
- 2.11 We have no warranty as to the accuracy, reliability and quality of any **Content** obtained through the **Service(s)**.

- **Your usage of the Service(s) where it affects our Network**
  - 2.12 You must not use or allow any part of the **Service(s)** to be used for any activity which would or is likely to:
    - . generate **Network** traffic in excess of reasonable and normal usage;
    - a. cause congestion to our **Network**;
    - b. cause other users to be affected in their enjoyment and/or use of the **Service(s)**; and/or
    - c. cause any disruption, interference, interruption or degradation in the **Network** or the **Service(s)**.
- **Security related to the Service(s)**
  - 2.13 Where user identification is necessary to access the **Service(s)**, you must use the requisite user identification. You must ensure the security and secrecy of your login identification, passwords, **PIN** or email or other accounts given to, chosen by or owned by you. You must ensure that these are not revealed to any third party as you are fully responsible for all activities that occur thereunder, whether or not such activities were carried out with your express consent and/or knowledge or otherwise.
  - 2.14 We may refuse, change or remove login identification, password(s) or **PIN** which we deem inappropriate.
  - 2.15 If you discover or suspect any unauthorised use or disclosure of your login identification, password(s) and/or **PIN** or that your account security has been compromised, you must immediately inform us and change your password(s) and/or **PIN**.
  - 2.16 You are advised to change your password(s), **PIN** or any other security identification regularly and to set up security of computers and any servers that may run on the computers to protect your own security.
  - 2.17 The security of your account, equipment, network and systems, including any **Content** stored, sent or received through these mediums, is your own responsibility. You agree that we cannot guarantee and will not be liable for and we disclaim any and all liabilities with regard to any transmission, information or **Content** through the **Service(s)** or our **Network**. You agree that we will not be held liable or responsible in any way for any prohibited and/or unauthorised use of the **Service(s)**.
  - 2.18 You must report immediately to us (within 24 hours) upon the discovery of any fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts in relation to your **Mobile Phone, Mobile Device, Mobile Number** or **SIM Card** and its use in respect of the **Service(s)**. You agree to lodge and provide us a certified copy of a police report, if needed. You will remain responsible for all transactions and access using the **Account** and/or **Log-on Detail** by any third party whether authorised by you or not, until the report is formally made to us.

- 2.19 We are not responsible in any way for and do not endorse any third party products and/or products.

### 3. INTERNATIONAL ROAMING

- 3.1 Roaming **Service(s)** for **Mobile Device** (including data roaming) outside Malaysia is available in countries as stated on our website at [www.hotlink.com.my](http://www.hotlink.com.my)
- 3.2 We and the operator of the visited foreign telecommunication services network shall not be liable for any loss or damage which you may sustain from or through the suspension/ termination/interruption/loss of or inability to use the international roaming **Service(s)** due to any cause whatsoever.
- 3.3 When using the international roaming **Service(s)**, you shall be subject to all terms and conditions of the **Agreement** and such other terms and conditions as we deem fit as imposed from time to time including in respect of **Charges**.

### 4. PERSONAL INFORMATION/PERSONAL DATA

- 4.1 The Maxis Group Privacy Statement will form an integral part of this GTC.
- 4.2 You confirm and agree that you are aware and give your consent to **Maxis** to process your **Personal Data** as defined under the Personal Data Protection Act 2010 and that your **Personal Data** will be used and/ or disclosed in accordance with the Personal Data Protection Act 2010 and the Maxis Group Privacy Statement at [www.hotlink.com.my/pdpa](http://www.hotlink.com.my/pdpa) and all Maxis Service Centres. **Maxis** may update the Maxis Group Privacy Statement from time to time. Where we change the Maxis Group Privacy Statement in a material way, we will notify you of the changes at [www.hotlink.com.my/pdpa](http://www.hotlink.com.my/pdpa). By continuing to use the **Service(s)** and/or products after such changes, you are deemed to have accepted and/or consented to and/or to be bound by such revisions and/or modification of the Maxis Group Privacy Statement.

### 5. MAXIS' RIGHTS

- 5.1 We are entitled to make any alteration or changes to the **Service(s)** in whole, or any part thereof, or withdraw or suspend, disconnect or terminate the **Service(s)** or any part thereof and we will not be liable to you or any third party for any loss (including loss of revenue), loss of **Service(s)** or connectivity or inconvenience as a result thereof. Where reasonably practicable, we will endeavour to give you advance notice of such changes, be it through written notice, electronic mail, our bill, our website or such other form as we deem appropriate.
- 5.2 We are entitled at our discretion, from time to time, to vary, add to, remove or otherwise amend the terms and conditions of the **Agreement** or any part thereof. The prevailing terms and conditions of the **Agreement** and the **Service(s)** will be updated on our official website, whereby the terms and conditions on the official website will apply and supersede all previous versions. Any variations, additions or amendments will take effect on the date the variations, additions or amendments is posted on our official website, also termed as "**Effective Date**". Your continued use of the **Service(s)** after the **Effective Date** of any changes to the terms and

conditions of **Service(s)** and/or **Agreement** will constitute unconditional acceptance by you of such variations, additions or amendments and you will be bound by the same.

- 5.3 In the event you do not accept such changes as per Clause 5.2 above, you will cease to use our **Service(s)**.
  - 5.4 We may at our discretion with prior notice vary the amount of any applicable fees and any **Charges** for the **Service(s)** or part thereof. Please make regular checks on our official website for any changes in the **Agreement**.
  - 5.5 We scan our documents for purposes of data security, further security measure for prevention of loss documents, for efficient and better document management. You agree that all such scanned documents including the **Registration Form, Agreement**, and/or other applicable documents, are relevant and admissible in evidence.
  - 5.6 We may extract any Short Message Service details, **Personal Data** or any other data from your account as evidence in court and/or when necessary if there is suspected and/or proven misuse of the **Service(s)**.
  - 5.7 We are entitled to manage your allocated bandwidth including without limitation reducing your speed or suspending your bandwidth to the **Service(s)** to ensure fair access to all **Maxis** customers on the same network with or without prior notice to you as prescribed in the **Maxis Fair Usage Policy**.
  - 5.8 We may carry out any of the rights under Clauses 5.1, 5.2, 5.3, 5.4, 5.5, 5.6 and 5.7 above in any manner deemed appropriate by us and we will not be liable to you or any third party for any loss or inconvenience for the same.
6. **CONTENT, PRODUCTS AND SERVICE(S) PROVISIONED TO YOU ON FREE A TRIAL BASIS**
- 6.1 Where **Service(s)** are provided on a free trial basis, you agree that upon expiry of the free trial period as per our **Agreement**, the full **Charges** for that **Service(s)** will apply. You agree that display of the applicable **Charges** for the **Service(s)** on our official website or applications will constitute notice of the **Charges**.
7. **PROMOTIONS**
- 7.1 If your subscription for **Service(s)** is made pursuant to a promotional package, you agree that all additional terms and conditions applicable to that package will apply. We reserve the rights to withdraw without liability any promotional package at any time without assigning reasons.
  - 7.2 Where the promotional package involves a third party, you must also comply with all requirements imposed by that third party and we may take any action to protect their interests.
8. **MOBILE NUMBER PORTABILITY (MNP) – What you need to know about Mobile Number Portability.**
- 8.1 You confirm and agree that:

- . the **Mobile Numbers** requested for **Porting** by you must be in the range of **Mobile Numbers** as approved by **SKMM** from time to time;
- a. the **Mobile Number Portability** request may be subject to a non-refundable porting fee;
- b. **Mobile Number Portability** is subject to existing geographic numbering requirements;
- c. only active **Mobile Numbers** are eligible for **Porting**. **Mobile Numbers** which have been suspended, terminated, blacklisted on the defaulters database and/or barred will not be eligible for **Porting**;
- d. we may, upon receipt of a **Port** request, notify you by way of SMS the progress of your **Port** request; and
- e. we may, upon receipt of a **Port** request, send you a validation SMS to confirm the **Porting** out process, wherein your failure to respond to the validation SMS may result in a **Port** request being rejected by us.
- 8.2 You are allowed to **Port** from prepaid to postpaid **Service(s)** and vice versa. However, you agree and accept that all **Porting** requests are subject to our terms and conditions for new registration.
- 8.3 You confirm and agree that all your services associated with the **Mobile Number** provided by the **Donor Network Operator ("DNO")**, including value added services, rate plans, charges and fees will be terminated when the **SIM Card** of the **DNO** is deactivated upon your successful **Porting** to the **Recipient Network Operator ("RNO")** and **Activation** of Maxis' **SIM Card**. You acknowledge and accept that for **Porting** of a prepaid **Mobile Number**, any balance of credit you had with the **DNO** will be forfeited. We will not be liable or responsible to you or any third party claiming through you for such forfeiture of any balance of credit and any loss or damage whether direct, indirect, special or consequential, or for loss of business, revenue or profits or of any nature suffered by you, or any other person, or any injury caused to or suffered by a person or damage to property by reason of termination of the **DNO SIM Card** and services associated with the **Mobile Number** provided by the **DNO**.
- 8.4 You are responsible for identifying supplementary **Mobile Numbers** (e.g. voice, fax and data) that you wish to **Port** along with your primary **Mobile Numbers** and to provide all information necessary for us to proceed with the **Porting** request.
- 8.5 You consent, confirm and agree that your request to **Port** your **Mobile Number** is a notice to terminate your subscription with the **DNO**. We will not be responsible or liable for any unsuccessful or failure to **Port** to us.
- 8.6 In the event of a **Port** to us, or **Port** withdrawal or **Port** reversal to the **DNO**, we:
  - . are not responsible for any period of outage of your **Service(s)** or any related ancillary **Service(s)**;

- a. are not liable to you or any person claiming through you for any damage, loss, costs or expenses or other liability in contract or tort or otherwise direct or indirect, in relation thereto,
- 8.7 You will be responsible to fully settle all outstanding bills from the **DNO**. If there is non-payment by you of all outstanding bills from the **DNO**, the **Service(s)** with us may be disrupted.
- 8.8 Credits and/or any balance of credits in your **Account** are not redeemable for cash.
- 8.9 Provision of these **Service(s)** and the **Agreement's** terms and conditions will only be effective upon activation of the **Ported Mobile Number** by us.
- 8.10 In addition to Clause 4 and for purposes of the **Porting** activity, you expressly authorise us to disclose information regarding your **Mobile Number** to other telecommunication **Service Providers** to facilitate the **Porting** activity.

## 9. SERVICE MIGRATION

- 9.1 **Service Migration** shall be subject to the following:
  - . **Maxis** will be entitled to accept or reject your request for **Service Migration**;
  - a. You may request for **Service Migration** at Maxis Centres and/or Maxis Exclusive Partners from your current subscription of the prepaid **Service(s)** to postpaid **Service(s)** and vice versa and maintain your **Mobile Number**;
  - b. You will not be charged for the **Service Migration**;
  - c. You agree, as a **Maxis** prepaid customer, upon **Service Migration** to **Maxis** postpaid **Service(s)**, you have the option of continuing with the value added services you previously subscribed to as a **Maxis** prepaid customer, if available under the **Maxis** postpaid **Service(s)**.  
The airtime balance reflected in your prepaid **Account** shall be transferred as credit balance into your newly registered **Maxis** postpaid account and reflected in your bill in accordance with the billing cycle. This is subject to your prepaid account not having expired;
  - d. Maxis shall not entertain any dispute on the transfer of airtime or credit balance;
  - e. all existing promotions including without limitation Free Airtime Rebate, Airtime Bonus and value added services enjoyed by you under your existing **Account** shall be terminated and discontinued automatically upon your request and acceptance of the **Service Migration**; and
  - f. upon successful **Service Migration**, you shall not be allowed to migrate back to your original plan until the completion of an entire billing cycle (if applicable).

## 10. MOBILE NUMBER AND SIM CARD

- 10.1 The **Mobile Number** and **SIM Card** will remain Maxis' property at all times and the property of the **Mobile Number** does not at any time pass to you. We grant you the right to use the **Mobile Number** and **SIM Card** for purposes of your usage of the **Service(s)**. We may revoke the **Mobile Number** where the **Service(s)** is



terminated or where you are in breach of any terms and conditions of the **Agreement**, unless the number has been **Ported**.

- 10.2 The **Service(s)** and/or features to be provided under the **SIM Card** will depend on the type of **Mobile Equipment, Mobile Phone** or **Mobile Device** used by you.
- 10.3 You must not change or transfer your **Mobile Number** and/or **SIM Card** to any other person without our prior written approval.
- 10.4 You must register and obtain our prior approval if you intend to obtain a second or further **SIM Card**. You must pay all fees and **Charges** required for the new subscription. The **Agreement** will apply with respect to the additional **SIM Card**.
- 10.5 You agree to be fully responsible for usage of the **SIM Card** and usage **Charges** incurred including the use by any other person whether or not authorized by you.
- 10.6 **Maxis** may reallocate, withdraw or change such **Mobile Number** as a result of applicable law or instructions from the relevant authorities, but will endeavour to take reasonable steps to prevent disruption.
- 10.7 You must use all precautions to prevent loss, theft, cloning and/or unauthorised use of the **SIM Card**. If any of these things happen, you will immediately notify us of the same and you shall remain liable for all **Charges** incurred by use of the **SIM Card, Mobile Number** and/or **Mobile Device**. Replacement of a **SIM Card** is subject to payments as may be prescribed by us.

## 11. INDEMNITY

- 11.1 You undertake and agree to indemnify and hold **Maxis** and its respective employees, directors, officers, suppliers, contractors and agents harmless from and against any and all claims, demands, actions, damages, loss, costs, charges, liabilities and expenses (including solicitor's fees and costs) of every nature directly and indirectly, arising out of or in connection with, including without limitation:
  - . any claims for libel, invasion of privacy, infringement of patent, trademark, copyright, intellectual property right or other proprietary right, breach of confidence, breach of any law or regulation arising from or attributable to your **Equipment**, data, use of **Service(s)** howsoever arising;
  - a. use of **Service(s)** by any person using your **Log-on Details** with or without your consent and/or authority;
  - b. any non-compliance with or breach of any provisions of the **Agreement** by you;
  - c. any negligent or wilful act by you or any of your officers, employees, directors, contractors or agents;
  - d. any damage to property or personal injury (including death); and
  - e. any act or omission by you or any unauthorised use or exploitation of the **Service(s)**.

## 12. INTELLECTUAL PROPERTY

- 12.1. You will not acquire any right in any and all our **Intellectual Property**.

## 13. SOFTWARE LICENSE

- 13.1 We may sell or otherwise provide you **Software** or you may access **Software** via the **Service(s)**. You shall, by your use and/or possession of such **Software**, be deemed to agree not to copy, reproduce, make available, translate, adapt or modify the **Software** in any way.

## 14. DISCLAIMERS AND LIMITATION OF LIABILITY

- 14.1 The **Service(s)** are provided on an "AS IS" and "AS AVAILABLE" basis and you expressly confirm and agree that your use of the **Service(s)** and your reliance on any **Content** obtained through the **Service(s)** at your sole risk.
- 14.2 You agree that no condition, warranty, guarantee or representation is given or made by **Maxis** or its employees, directors, officers, personnel, representatives and agents (collectively "**Personnel**"):
  - as to the state, quality, description or otherwise of the **Service(s)**; or
  - a. as to the fitness of **Service(s)** for any purpose, suitability, merchantability, or that they will not infringe any rights in law or contract; or
  - b. which arises from a course of dealing, usage, law or trade practice; or
  - c. as to performance of any equipment or materials supplied in connection with the provision of the **Service(s)**.
- 14.3 Notwithstanding anything to the contrary herein contained, **Maxis** and our respective **Personnel** and/or suppliers will not be liable to you or any other party in contract or tort (including negligence) or otherwise in respect of any claim brought by you or any third party 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, punitive 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 **Service(s)** or the **Agreement**, whether or not **Maxis**, our **Personnel** or suppliers were or should have been aware of the possibility that such damage or loss would occur. The exclusion referred to herein applies to any action giving rise to an obligation, duty or liability. We disclaim any and all liability to the fullest extent allowed by law.
- 14.4 Without limiting the generality of Clause 14.3, we will not be liable for:
  - any claim for libel, slander, infringement of any intellectual property rights arising from the transmission and receipt of material in connection with the **Service(s)** and any claims arising out of any act or omission by you in relation to the **Service(s)** or any part thereof.
  - a. any loss or damage caused to you as a result of the suspension/barring/termination, interruption or loss of the **Agreement** and/or the **Service(s)** or any part thereof from any cause.

- b. any loss, distortion or corruption of data arising from the use of the **Service(s)** to transmit data or for data communication purposes including any unlawful or unauthorised access to your transmission or data.
- c. interruption or unavailability of the **Service(s)** including through adverse weather conditions, electromagnetic interference, equipment failure or **Network** congestion.
- 14.5 Without prejudice to the foregoing, where a court, an arbitrator or tribunal holds or finds us liable to you for any breach or default by us, you agree that the amount of damages payable by us to you will not at any time exceed the sum of RM500.00.

## 15. SUSPENSION AND TERMINATION

- 15.1 We will be entitled at all times to immediately suspend or disconnect or terminate the **Service(s)** or **Agreement** for any of the following reasons:
  - . if any technical failure occurs in the **Service(s)** or our **Network**; or
  - a. while the **Service(s)**, our network or systems are being upgraded, modified or maintained;
  - b. if you breach any of the terms and conditions of the **Agreement**;
  - c. if you do anything which may in our determination, lead to, including damage or injury to the **Service(s)** or our **Network**, systems and/or reputation;
  - d. if we are required to do so by law, statute, enactment, regulations, code or by any relevant authorities;
  - e. if it is in our determination that the **Service(s)** or the **Network** is or may be used fraudulently, illegally or for unlawful purposes in breach of the **Agreement**, even if it is shown to be otherwise;
  - f. where you are adjudged a bankrupt or commit an act of bankruptcy;
  - g. where you have relocated or have been relocated to an area outside our **Service(s)** coverage area.
- 15.2 We will try to resume the **Service(s)** as soon as possible if suspension or disconnection occurs for the reasons set out in Clause 15.1(a) and (b) above. During the period of interruption, suspension or loss of the **Service(s)** or any part thereof for any reason, you will remain liable for any applicable **Charges**.
- 15.3 In respect of applicable **Service(s)**, we are entitled to restrict access to the **Service(s)**, suspend or terminate your **Account** if you consistently use the **Service(s)** to download or upload extremely high volume data. The **Service(s)** is not designed for extremely heavy users, e.g. peer-to-peer applications or use of applications that may or will have a detrimental effect on our **Network**'s performance and/or other customer's use of the **Service(s)**.

## 16. MATTERS BEYOND OUR REASONABLE CONTROL

- 16.1 We will not be liable for delay or failure to perform our obligations under the **Agreement** caused by **Matters Beyond Our Reasonable Control**.

- 16.2 We may terminate the **Agreement**, by giving you fourteen (14) days' written notice if the **Matters Beyond Our Reasonable Control** prevents us from performing and/or continuing our obligations for more than a period of sixty (60) days.

#### 17. TRANSFERRING THE AGREEMENT

- 17.1 You are not permitted to assign or novate any, or any part, of your rights and/or obligations under the **Agreement** to any party, without our prior written consent.
- 17.2 You agree and consent that we may assign any, or any part, or all, of our rights under the **Agreement** to our **Related Corporations** or any third party by notice in writing to you.
- 17.3 You further agree and consent that we may novate any, or any part, or all, of our rights and/or obligations under the **Agreement**, or the **Agreement** itself, to our **Related Corporations** or any third party by notice in writing to you. Your continued usage, after service of such notice on you, of the **Service(s)** will be deemed as your consent to continue with the **Service(s)** after such novation, and you agree to make all subsequent payments as instructed in such or any further notice.

#### 18. COSTS, TAXES AND FEES

- 18.1 Each party bears its own costs in terms of any costs incurred in relation to preparation and legal review of the **Agreement**.
- 18.2 You are to bear all government taxes, levies and other costs imposed by law in relation to the provision of the **Service(s)** by us.
- 18.3 If **GST** is applicable to **Service(s)** provided to you under the **Agreement**, we are entitled to charge the **GST** payable to the government on the **Service(s)** supplied to you.
- 18.4 If **GST** is applicable as contemplated by Clause 18.3 above, we will:
  - . provide you information that may be reasonably required to establish the liability for **GST**; and
  - a. provide a tax invoice as may be required by you.
- 18.5 If any monies due under the **Agreement** by you to us is to be recovered through any process of law or if the said monies or any part thereof is placed with solicitors, you will pay (in addition to the said monies) our solicitors' fees and any other fees or expenses incurred or may be determined by the court of law.

#### 19. NOTICES

- 19.1 All communications and documents to be given by you to **Maxis** under the **Agreement** must be in writing and sent to the following address: Maxis Mobile Services Sdn Bhd or Maxis Broadband Sdn Bhd (as may be applicable), Level 21, Menara Maxis, Kuala Lumpur City Centre, off Jalan Ampang, 50088 Kuala Lumpur.
- 19.2 The communications and documents, including legal process, given by **Maxis** to you will be deemed to have been served if:

- . sent by registered post, on the second **Working Day** after posting irrespective of whether returned as undelivered;
- a. sent by ordinary post, on the fifth **Working Day** after posting irrespective of whether returned as undelivered;
- b. hand delivered, upon delivery;
- c. sent by facsimile, upon successful completion of transmission; or
- d. published in national daily newspapers in the main languages circulated generally throughout Malaysia.
- 19.3 Pursuant to the Maxis Group Privacy Statement, you have given us your consent to receive from us and our merchants, and/or strategic partners, from time to time, any offer and/or marketing/promotional information or notices (be it by way of letter, leaflet, pamphlet, electronic mail, phone messages or any other means of communication) relating to any of our **Service(s)**, products and/or **Equipment** and that of our merchants and/or strategic partners, unless you notify us otherwise.

## 20. GOVERNING LAW

- 20.1 The **Agreement** will be governed by and construed in accordance with the laws of Malaysia. Parties agree to submit to the exclusive jurisdiction of the Malaysian courts.

## 21. GENERAL PROVISIONS GOVERNING THE AGREEMENT

- 21.1 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 under the **Agreement** will impair such right or be construed as a waiver thereof. A waiver by any party of any of the obligations to be performed by the other party or any breach thereof will not be construed to be a waiver of any succeeding breach thereto or of any other obligation.
- 21.2 In the event of a conflict or inconsistency between the **Summary Terms & Conditions**, **GTC**, and the applicable **SSTCs**, such inconsistency will be resolved by giving precedence in the following order: the **SSTCs**, the **GTC** and the **Summary Terms & Conditions**.
- 21.3 This **Agreement** constitutes the entire agreement between you and **Maxis** and supersedes all previous agreements, understanding, proposals, representations and warranties relating to the **Agreement**.
- 21.4 Those Clauses which by their nature would survive the termination of the **Agreement** shall so survive, including without limitation Clauses 2.5, 4, 5.5, 5.6, 10.1, 11, 12, 13, 14.3, 14.4, 14.5, 19.2, 19.3 and 20.
- 21.5 Time is of essence in performance of the Agreement.
- 21.6 If any provision in the **Agreement** or the application thereof (other than a term or provision relating to any payment obligation) is held invalid or unenforceable and the remainder of the **Agreement** not so affected and/or capable of substantial performance will be valid and enforceable to the extent permitted by law.

- 21.7 You agree that the **Agreement** will be for your benefit only and does not confer any rights or benefits to any third party and that there are no third party beneficiaries associated or connected to you as to this or any part or specific provision of the Agreement.
- 21.8 An expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body and any governmental agency.
- 21.9 All provisions contained herein will be equally applicable to any and all supplementary lines subscribed by you.
- 21.10 Notwithstanding anything to the contrary, you hereby agree to be bound by the Agreement, any policies and procedures and/or any variations, additions or amendments made thereto, as may be determined by **Maxis** at any time.

**What the following words mean in the Agreement (Definitions):**

"**Account**" means the account maintained on your behalf by us which records the unused portion of call credits purchased by you from **Maxis**.

"**Activation**" means either the point in time when the **Service(s)** is activated in **Maxis'** System.

"**Active Period**" Means the period within which you have credit or airtime balance remaining in your **Account** and the validity period of your credit or airtime balance still subsist, wherein a customer is able to have access to all services, such as making calls, sending SMS' and purchasing **Service(s)** and bundles.

"**Addendum(s)**" means any addendum(s) or supplemental(s) executed and/or deemed accepted by the parties.

"**Agreement**" means the agreement for **Service(s)** made between **Maxis** and you in accordance with this **GTC**, the **Registration Form**, the **Addendums**, the **SSTCs**, the **Summary Terms & Conditions**, policies and procedures of the particular rate plans or packages and all other documents which are expressly agreed to form part of the **Agreement**.

"**Charges**" means all activation, connection, re-connection, disconnection, subscription, usage, installation, relocation, cancellation and administrative charges, advance payments and other fees to be paid by you for or relating to the **Service(s)** or the **Equipment**. The **Charges** will be in accordance with the rates in our prevailing tariff rates available on our official website, at our customer service centres, retailers or dealers or as mutually agreed in writing between you and us, exclusive of all applicable taxes including **GST**.

"**Content**" means all information, text, sound, music, software, photographs, videos, graphics, data, messages, links or other audio-visual representation, tactile

representation, or any combination of the preceding which is capable of being created, manipulated, stored, retrieved, or communicated electronically.

**"Credit Grace Period"** means the period after the expiry date of the **Active Period**.

Such period is subject to change by **Maxis**. Utilisation of credit, if any, during the grace period is not possible and any outgoing calls, SMS' and internet usages is not possible. Incoming calls and SMS' are allowed during this period.

**"Donor Network Operator"** or **"DNO"** means a mobile service provider from which a **Mobile Number** has been or is to be ported out.

**"Effective Date"** Means the date the variations, additions or amendments to the **GTC** and/or **Agreement** which are posted on our official website.

**"Expiry Date"** means the date where upon which the **Active Period** has ended.

**"Equipment"** means the device, equipment, software and all facilities to be procured, installed and maintained by you at your premises in order to use the **Service(s)**, including without limitation, cabling and wiring which is connected to the **Maxis' Network** as well as the horizontal cabling from your premises to **Maxis' Network**, hubs, routers, servers (for networking purposes), compliant and certified modem (if the **Equipment** is not from Maxis) or any **Equipment** certified by **Maxis** to be compliant with the **Service(s)**.

**"General Terms & Conditions"** means these prepaid general terms and conditions of **Service(s)** (as may be amended from time to time, available in our website at [www.hotlink.com.my/tnc](http://www.hotlink.com.my/tnc)).

**"GST"** means goods and services tax.

**"Intellectual Property"** means all copyrights, patents, trademarks, tradenames, logos, service marks and other intellectual property or propriety rights in or related to **Maxis**, any **Service(s)**, our **Network**, system or **Software** or **Our Equipment**.

**"Matters Beyond Our Reasonable Control"** includes but are not limited to acts of God, insurrection, war, act of terrorism, national or local emergencies, requirements of government or other competent authorities, industrial disputes of any kind, fire, lightning, explosions, flood, inclement weather, subsidence, acts or omissions of third party suppliers, operators, service providers, contractors or agents whom we may use to perform any part of the **Service(s)**, computer software malfunction, electrical power failure and/or interruption or disruption of the **Network**.

**"Maxis Fair Usage Policy"** means the policy which sets out an acceptable level of conduct between **Maxis** and its customers using the **Service(s)**.

**"Log-on Detail"** means the user identification detail and accompanying password supplied to you under the **Agreement** for access to the **Service(s)**.

**"Maxis"** or **"us"** or **"we"** or **"our"** means Maxis Mobile Services Sdn Bhd (Co. No.: 73315-V), Maxis Broadband Sdn Bhd (Co. No.: 234053-D) and/or its **Related**

**Corporation(s)**, as may be applicable, and includes their successors, assigns, employees and agents.

"**Mobile Device**" means a wireless device together with accessories for the use of the **Service(s)**.

"**Mobile Equipment**" means the equipment with a transmitter and receiver which does not contain any **Personal Information/Personal Data** for the use of the **Service(s)**

"**Mobile Number**" means the Mobile Station International Subscriber Directory Number (MSISDN).

"**Mobile Number Portability**"/"**MNP**" means the ability for customers to change from one mobile service provider to another and retain their **Mobile Number**.

"**Mobile Phone**" is composed of the **Mobile Equipment** and **SIM Card** which facilitates the use of the **Service(s)**.

"**Network**" means network facilities and/or network services comprising of the system or series of system, equipment, software and facilities operated and/or owned by **Maxis** or through any other network deemed necessary to enable the provision of the **Service(s)** to you.

"**Starter Kit**" means the pack sold by **Maxis** containing the **SIM Card** (with an initial value of call credit), a user guide and these terms and conditions.

"**Top Up Ticket**" means a prepaid voucher, whether in material form or otherwise, sold by us or any person on our behalf to you which carries unused call credits.

"**Personal Information**"/"**Personal Data**" includes your Information, required for purposes of applying, subscribing and registering for the **Service(s)** offered to you by **Maxis** including without limitation the call data records or reports related thereto, including any sensitive personal data and expression of opinion(s) about you.

"**PIN**" means personal identification number.

"**Port or Porting**" means the transfer of your **Mobile Number** from one mobile service provider to another.

"**Recipient Network Operator**" or "**RNO**" means a mobile service provider to which a **Mobile Number** has been or is to be ported in.

"**Related Corporations**" means the related corporations as defined under the Companies Act, 1965.

"**Service(s)**" means any telecommunication services, internet services, broadband services (if applicable), any other services (including, where relevant, cabling, construction and connection service in order for you to have access to the services), products, offers, mobile content services or applications which we provide to you including any plans, packages, the prepaid services and all related value added, supplemental or additional services.



"**Service Migration**" refers to the application by **Maxis** prepaid customers to migrate to **Maxis** postpaid **Service(s)** or vice versa.

"**Service Provider**" means any third party service provider involved in providing the **Service(s)** to you, including without limitation any network operator or telecommunication service provider.

"**Service Specific Terms & Conditions**" means the specific terms and conditions in respect of any **Service(s)**, available in our website [www.hotlink.com.my/tnc](http://www.hotlink.com.my/tnc) or in the press, manuals and handbooks accompanying the specific **Service(s)** including promotional material and/or customer loyalty programme relating thereto, and any other terms and conditions governing the use of such **Service(s)** (as may be amended from time to time, available in our website at [www.hotlink.com.my/tnc](http://www.hotlink.com.my/tnc)).

"**SIM Card**" for GSM **Service(s)** means either a card or plug-in module with a microchip which contains all necessary information. The SIM Card has to be inserted into the **Mobile Equipment** and **Mobile Phone** in order for a call to be made.

"**SKMM**" means the Suruhanjaya Komunikasi dan Multimedia Malaysia (SKMM), also known as Malaysian Communications and Multimedia Commission, established under the Malaysian Communications and Multimedia Commission Act 1998 (CMA 1998).

"**Software**" means any software programmes provided to you as part of or through **Our Equipment** or **Service(s)**, or which allow you to access or use the **Service(s)**, including any software upgrades or updates.

"**Summary Terms & Conditions**" means the summary of this **GTC** (as may be amended from time to time, available in our website at [www.hotlink.com.my/tnc](http://www.hotlink.com.my/tnc)).

"**Working Days**" means, save for the states of Kedah, Johor, Terengganu and Kelantan, Mondays to Fridays and Saturday (half day) excluding public holidays and Sundays. In relation to the states of Kedah, Terengganu and Kelantan, Saturdays to Wednesdays and Thursday (half day) excluding public holidays and Fridays.

"**you**" or "**your**" means the individual, sole proprietorship, partnership, company or entity named in our **Registration Form** whose application for **Service(s)** or any part thereof has been accepted and approved by us and who uses or intends to use the **Service(s)** (including his or its successors and permitted assigns) and anyone appearing to us to be acting with any of the said party's authority or permission.

"**Your/your Information**" means any information provided by you to Maxis, including those provided in the **Registration Form** and/or any of our registration channels for and/or subscription of our **Service(s)**.