

## CUSTOMER SERVICE AGREEMENT

### 1. DEFINITION

- "Agreement" means the agreement between the Customer and StarTone Telecommunication Sdn Bhd. (StarTone Telecommunication)
- "Application" means StarTone Telecommunication Prescribed form to be submitted by perspective Customers.
- "Commencement Date" means in respect of service the first day of the provision by StarTone Telecommunication of each of the services.
- "Service Payment" means charges, fees, service tax, prices and rates payable to Customer for the provisions of StarTone Telecommunication of the Services.
- "Services" means such values added network data services as are provided to the Customer by StarTone Telecommunication.
- "StarTone Telecommunication" means StarTone Telecommunication Sdn Bhd.

### 2. EFFECTIVE DATE OF AGREEMENT

This agreement shall be deemed to be effective as from the date the application by the Customer for the Services is accepted by StarTone Telecommunication.

### 3. SCOPE OF THE AGREEMENT

- i. StarTone Telecommunication shall in consideration of the Service Payment to be made by the Customer and subject to the term and conditions contained in this Agreement install such components of the system deemed necessary to provide the Customer the Services of the System from the Commencement Date unless earlier terminated provided that the Customer concurrently performs its obligations stated in this Agreement.
- ii. Unless specified otherwise Services taken up by the Customers for their business or commercial premises or by Customers who are municipal or state or federal government agencies for organizations must be for a minimum period of twelve (12) months and thereafter may be terminated upon giving prior thirty (30) days written notice. Termination prior to the expiry of such minimum period (by means of using StarTone Telecommunication discounted call service less than 1 year) shall liable to reimburse StarTone Telecommunication the total amount of subsidized price, disconnection fee where specified by StarTone Telecommunication, rental for the unexpired term of the minimum period and such other sums specified. In the absence of manifest after a duly signed certificate of an authorized officer of StarTone Telecommunication shall be concussive evidence of the sum payable.

### 4. SERVICES PAYMENT

- i. The Customer shall pay promptly demand Deposits, charges, fees, services tax, costs, rentals and any other monies whatsoever as shown in StarTone Telecommunication's invoice. All payments made by the Customer shall first be applied to arrears of any sums and owing to StarTone Telecommunication.
- ii. Whenever requested by StarTone Telecommunication, the Customer shall make such Deposit as StarTone Telecommunication may require. Upon the termination or expiration of Agreement such deposit maybe used to set-off any other bill(s) due and owing to StarTone Telecommunication by the Customer before the balance, if any, is to be refunded.
- iii. In the even any Service Payments remain unpaid after becoming due, StarTone Telecommunication shall be entitled to charge interest on overdue payment at a rate specified by in StarTone Telecommunication's bill.
- iv. Full payments shall be made by the Customer upon installation. Failing to do so, StarTone Telecommunication has the rights to seize all the equipments that have been installed.

### 5. OBLIGATIONS COVENANTS AND THE UNDERTAKINGS BY THE CUSTOMER

- i. The Customer undertakes to obtain, effect and keep effective all permissions, licenses and permits and pay all rents, taxes and charges which may be required in connection with the use of the System.
- ii. The Customer undertakes to comply with all laws, rules and regulations in relation to the System and its use. StarTone Telecommunication shall not liable for any damage which may arise from connection of the Customer's or a third party's equipment to the System of any part thereof nor for the quality, accuracy and data transmission due to connection of such equipment to the System.
- iii. The Customer shall undertake to promptly undertake to disconnect the equipment from the system if requested by StarTone Telecommunication to do so at any time.
- iv. The Customer shall strictly comply with and ensure compliance with all instructions, notices given by StarTone Telecommunication regarding the use and installation of the equipment.
- v. Customer shall notify StarTone Telecommunication with thirty (30) days written notice prior to any changes of the Customer's premises for the provision of the Services.

### 6. SUSPENSION OR TERMINATION OF SERVICES

During the period of the provision of the Services, if necessary, StarTone Telecommunication may:

- (a) Suspend or terminate all part of any of the services in the event of the occurrence of an force majeure.
- (b) Provide such additional information or instructions or directions to the Customer to enable the Customer and StarTone Telecommunication's other subscribers, servants and agents to utilize and maintain the quality of the Services provided more efficiently and effectively.
- (c) Suspend the provision of the Service for the Maintenance and Upgrading of StarTone Telecommunication's telecommunications network.
- (d) Terminate the provision of the Service where the Customer uses or permits the use of any equipment for which approval has not been obtained or where has been revoked by StarTone Telecommunication.

### 7. STARTONE TELECOMMUNICATION CONSENT PERMISSION APPROVAL

Any consent permission or approval given by StarTone Telecommunication may at StarTone Telecommunication's absolute discretion to be revoked by written notice. StarTone Telecommunication shall be entitled to impose restrictions on the Customer relating to the use of the Service.

### 8. AMENDMENT OF AGREEMENT

StarTone Telecommunication reserves the absolute right to amend any term and condition contained in this Agreement including the sums payable as Service Payment. Notice of such changes shall be given to the Customer but the changes shall take effect from the date the changes are made. StarTone Telecommunication shall have the right to many any alteration or modification to the Services at any time it considers necessary for the proper and efficient functioning of the System.

### 9. LIMITATION AS TO LIABILITY

- i. StarTone Telecommunication shall not be liable for any loss, damage sustained by reason of any disclosure, inadvertent or otherwise of any information concerning the Customer's account or for any disclosure requires to be made pursuant to law or a court order. Further StarTone Telecommunication shall not be liable for any error, omission or inaccuracy with respect to any information disclosed.
- ii. StarTone Telecommunication shall not be liable for any loss and damage which may occasioned through the interruption or loss of use of the Services and unless specified otherwise StarTone Telecommunication shall make every effort to restore the Services as soon as reasonably possible.
- iii. StarTone Telecommunication's liability for any damage the Customer's property or personal injury due to an act or omission of gross negligence shall be limited to one month's Service Payment proceeding the event from which liability arose.
- iv. The Customer's sole remedy for insufficient provision of the Service by StarTone Telecommunication at any time without being liable for any loss or inconvenience attributable to the change/allocation of the telephone number whatever may be the cause for the change/allocation.
- v. The Customer's sole remedy for insufficient provision of the Service by StarTone Telecommunication shall be rebate or credit of the Service Payments in accordance with StarTone Telecommunication's current policies or in absence of one, termination of this Agreement or use of such Service.
- vi. StarTone Telecommunication shall not be liable for loss of profits, goodwill or any type of special or indirect or inconsequential loss (including action brought against the Customer by any third party) howsoever arising under this Agreement even if such a loss was reasonably foreseeable or StarTone Telecommunication had been advised by the Customer of the possibility of the Customer incurring the same.

### 10. TERMINATION

- a. StarTone Telecommunication may, without prejudice to any other right or remedy accruing or accrued to it and notwithstanding the waiver of any previous breach suspend or disconnect the provision of any of the Service if -
  - (i) the charges, fees costs or any other monies payable under this Agreement are unpaid.
  - (ii) The Customer fails to make Deposits if and when required.
  - (iii) The Customer shall be adjudged bankrupt or if a receiving order is made against him or if he makes any position presented against it or a receiver over it assets.
  - (iv) Legal proceedings have been instituted against the Customer for non-payment of outstanding rental in respect of his premises.
  - (v) The Customer has provided any particulars which are incorrect or false.
  - (vi) The Customer fails to observe any of these term and conditions.

- b. This Agreement shall terminate on the date of such suspension/disconnection and the Customer shall be liable to StarTone Telecommunication for all suspension/disconnection and StarTone Telecommunication shall further have the right to remove the System.

- c. Upon payment by the Customer of arrears of Service Payments and any other charges due and owing to StarTone Telecommunication. StarTone Telecommunication to its absolute discretion may restore the provision of the Service and this Agreement shall continue to be in force and the Customer shall in such event pay the connection charges and other charges deemed necessary by StarTone Telecommunication.

- d. If the Customer vacates the premises or, if in the opinion of StarTone Telecommunication, the said premises is no longer occupied by the Customer, StarTone Telecommunication reserves the rights to summarily terminate the provision of Services, without being liable to the Customer in damages or otherwise, and also without prejudice to StarTone Telecommunication's right under this Agreement.

### 11. FORCE MAJUERE

StarTone Telecommunication shall not be liable for breach of any provision under this Agreement caused by any act or action or otherwise beyond the control of StarTone Telecommunication including without any limitation natural disaster, emergency, action of the government or any municipal authority, or other agreement with StarTone Telecommunication.

### 12. SEVERABILITY

In the vent any term or condition in this Agreement is found to be unlawful or illegal, such term or condition shall be excluded and such exclusion shall not affect the enforceability, legality and lawfulness of the Agreement in any way.

### 13. WAIVER

Any failure, delay or neglect by StarTone Telecommunication in enforcing any term or condition of this Agreement shall not be deemed sufficiently served or given if left or sent by post to the Customer's address stated in the Applications.

### 14. ASSIGNMENT

Exempt with StarTone Telecommunication's prior written consent, the Customer shall not assign or in any way transfer his rights and obligations of any benefit or interest under this Agreement.

### 15. GOVERNING LAW

This agreement shall govern by and constructed in all respects in accordance with the laws of Malaysia.

### 16. SET-OFF

Notwithstanding any provision or term in this Agreement, StarTone Telecommunication shall be entitled to set-off all sums due to it from the Customer under this Agreement of whatsoever nature against any sum, claim, compensation, liability or indemnity due or owed to the Customer.

### 17. TELECOMMUNICATIONS ACT

The conditions set out above are subject to change at anytime by rules and regulations, directives, governments policies and industry policies and applicable to telecommunications network System.

### 18. STAMP DUTY

Where applicable, the stamp duty payable on this Agreement shall be paid by the Customer.

### 19. BINDING AGREEMENT

This Agreement shall be binding on the biers, personal representatives, successors in title and permitted assigns of the parties.

### 20. TIME

Time whenever mentioned in this Agreement shall be strictly adhered to by the parties.

### 21. INTERPRETATION

Unless the context otherwise requires words and expressions in the singular shall include the plural and vice versa. Words denoting any one gender include all genders and words denoting persons include firms and corporations and vice versa.

### TERMS AND CONDITIONS (For Credit Card Users if applicable)

1. In these terms and conditions, "the Card" means any one or combination of Visa, Mastercard, as the case may be; "the Cardholder" means the person authorized by the Bank or Card institution to hold the Card and in those name the card appears, "StarTone Telecommunication" means StarTone Telecommunication Sdn Bhd and where the context so admits shall include its holding, related and subsidiary companies as defined under the Companies Act 1965; and "the Service" means the service offered herein by StarTone Telecommunication.
2. The provision of the Service any transaction is subject to prior authorization from the Bank/Card institution through the supplied terminals and against an unexpired and valid Card.
3. StarTone Telecommunication shall not liable to the Customer :-
  - (a) if the Card is not honored by the Bank or the Card Institution;
  - (b) if the authorization to the Cardholder for the transaction is denied;
  - (c) if StarTone Telecommunication is unable to provide the Service as a result of the failure of any computer or telecommunication system, or other circumstances beyond control; or
  - (d) for any loss or damage whatsoever which may be suffered by Customer arising from the Service.
4. Not with standing that a transaction may have been duly completed and/or the customer's particular StarTone Telecommunication bill has been credited as paid, StarTone Telecommunication reserve the right and shall be entitled without prior notice to the Customer to reserve any payment entry in their Customer's statement of account or charge back the transaction sum to the Customer's account with StarTone Telecommunication in the event of any one or more of the following circumstances :-
  - (a) the transaction is subsequently found to be incomplete and/or had been discovered to be illegal;
  - (b) the transaction was carried out by fraudulent means;
  - (c) the transaction is found to be one with a "declined Authorization", or an authorization", or an authorization code was not obtained, or the authorization code on the sale draft does not correspond with the Bank's/Card institution's record thereof;
  - (d) the transaction sum was found to have exceeded the Cardholder's authorized limit;
  - (e) the card concerned is found to have expired or is invalid for any reason whatsoever;
  - (f) the transaction was entered into without authorization of the Cardholder disputes the transaction or denies liability for whatever reason;
  - (g) the transaction involved a cash disturbancement, cash refund, or cash payment;
  - (h) the transaction was carried out or credit was given to the Customer in circumstances constituting a breach of any Express or implied term, condition, representation or duty of the Customer;
  - (i) the performance of the service or the use of the Card involves a violation of law or the rules or regulations of any governmental agency, legal or otherwise, not with standing that StarTone Telecommunication may have been on notice of the same at the time when transaction was carried out; or
  - (j) at the schedule discretion or StarTone Telecommunication without assigning any reason whatsoever.
5. The Customer agrees to indemnify StarTone Telecommunication against all claims, proceeding, demands, costs and expenses(including legal fees) which may result or which StarTone Telecommunication may sustain in agreeing to act on the instructions to charge the bill settlement to the Card and in providing the Service to the Customer.
6. StarTone Telecommunication reserves the right as its absolute discretion to refuse or suspend provision of the Service to the Customer without prior written notice.