

**1. Definition**

"Deposit" means the refundable deposit to be held by Telshine as security for service rendered.

"Customer" means the party who has agreed to subscribe for the services.

"Charges" means the amount the Customer must pay for the use of Pacific ComNet services.

"Pacific ComNet" means Pacific ComNet (M) Sdn. Bhd.

**2. Acceptance of service**

The Customer warrants that all the details set out in the application forms are correct and not misleading in any way and Pacific ComNet reserve the right to immediately terminate the agreement if otherwise.

**3. Loss and damage of Equipment**

3.1 The dialer and any equipment and software provided for the use of the Customer shall remain the property of Pacific ComNet

3.2 The Customer shall not in any way alter, change, manipulate or tamper with the dialer or any equipment provided for the use of the Customer.

3.3 On termination, the Customer must return the dialer to Pacific ComNet at the Customer expense.

3.4 The Customer shall pay RM200 to replace each dialer which is lost or damaged (not due to normal usage)

**4. Maintenance of Equipment**

4.1 The dialer and equipment provided for the use if the Customer shall only be maintained and serviced by Pacific ComNet, its servants and agents.

4.2 Pacific ComNet shall replace any faulty dialer or equipment arising from normal usage free of charge.

**5. Password**

The Customer shall take all reasonable precautions to protect the integrity of the passwords issued by Pacific ComNet. The Customer shall be responsible for all the acts of unauthorized or unlawful use of the password and to pay all the calls arising from such use.

**6. Charges**

6.1 The Customer will be billed at the end of each calendar month unless agrees otherwise.

6.2 Charges for the use of the services shall be calculated by reference to Pacific ComNet call detail records which shall be deemed accurate and conclusive evidence and not by any calculations, apparatus or means used by the Customer.

6.3 The Customer must pay the charges with fourteen (14) days of the invoice or such period agreed in writing by the parties.

**7. Dispute**

7.1 Customer has fourteen (14) days from date of invoice to dispute any charges in written notice to Pacific ComNet. Charges not disputed after this period is deemed to be correct. The Customer acknowledges and agrees that Pacific ComNet's of the disputed amount is final.

7.2 The Customer shall not withhold payment of any undisputed amount and in the event the dispute is found payable, Customer must pay the amount within fourteen (14) days of receiving notice of decision.

**8. Late Payments**

The Customer shall pay promptly on demand all charges and service tax as shown in Pacific ComNet's bill. Pacific ComNet

**12. Liability**

Pacific ComNet shall not be liable to i) a third party for any claims for libel, slander, infringement of copyright arising from the transmission and receipt of material in connection with the service and any claims arising out of any act or omission of the Customer in relation to the service. ii) a Customer for loss or damage caused to the Customer as a result of the use of the service, suspension/termination of the agreement or the interruption/loss of services from any cause.

**13. Force Majeure**

Neither party will be liable for any delay or failure in performance of any part of the agreement, other than for any delay or failure in an obligation to pay money, to the extent that such delay or failure is attributed to a Force Majeure event.

**14. Early Terminations**

a. The Customer may terminate the agreement by giving Pacific ComNet at least one (1) month notice in writing.

b. Pacific ComNet shall have the absolute discretion to suspend/terminate the service by serving a notice and may not be required to give any reason whatsoever.

c. In the event of discontinuation of Pacific ComNet's services, the Customer shall have no right or claim whatsoever in nature against Pacific ComNet.

d. Upon termination, the customer shall be liable to Pacific ComNet for all charges and service tax, up to and including the last day of termination.

e. All monies owing to Pacific ComNet by the Customer shall be set-off against the Customer's deposits and balance owing to Pacific ComNet becomes immediately due and payable.

**15. Governing Law**

The agreement is made under the Malaysian Laws and subject to the jurisdiction of the Malaysian courts.

**16. Severability**

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 valid, illegal or unenforceable provision shall be deemed deleted.

**17. Waiver**

Any failure by Pacific ComNet to demand performance of any terms and conditions shall not be a waiver of Pacific ComNet's right to demand performance at a later date.

**18. Certificate of Sum Due**

In any legal proceedings between Pacific ComNet and the Customers, a certificate issued by Pacific ComNet that a specified sum is due to Pacific ComNet from the Customer for any of the services provided under the agreement shall be conclusive evidence of the fact.

**19. Assignment**

The Customer shall not assign or in any way transfer his right or obligations under this agreement without

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shall be at liberty to charge interests for late payment at the rate of 2% per month from the due date until full payment are received.

**9. Deposits**

Pacific ComNet reserves the right to set-off and deduct against Customer's service deposit any charges owing, and any cost incurred by Pacific ComNet to recover any amount due from the Customer. Pacific ComNet also has the right to vary the Customer's service deposit by notice to the Customer.

**10. Misuse of Service**

The Customer shall not use the service in any manner which is illegal, or which infringes this agreement or which is in the opinion of Pacific ComNet may adversely affect the use of the service by other customers, or efficiency or security of the services as a whole. The Customer shall comply with any directions as to the manner of using the services, given to it in writing from time to time by Pacific ComNet.

**11. Amendment of Agreement**

Notice of such changes may be given to the Customer but the changes shall take effect from the date the changes are made

Pacific ComNet's prior written consent. Pacific ComNet may at any time assign the whole or any part of the Agreement to a related body corporate or a third party without the Customer's consent and the Customer irrevocably appoints Pacific ComNet as its lawful attorney to execute all documents and to do all acts as are necessary and desirable to give effect to any such assignment or novation.

**20. Successor Bound**

This agreement shall be binding upon the heirs, personal representatives and successors-in-title of the Customer.

**21. Duration of Agreement**

The agreement shall be in force from the date of acceptance of the Customer's application for registration and shall continue unless terminated in accordance with these terms and conditions.

**22. Notices**

All notices are deemed to have been received after being posted to the Customer's correspondence address as set out in the application form.

**23. Miscellaneous**

The Customer shall bear all stamp duty, services tax or any cost of charges imposed by the law.