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⚡ by Maxis 4G

[Terms and Conditions](#)

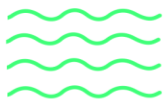




Table of Content

1. General Terms and Conditions
 2. Fair usage policy
 3. Summary Terms and Conditions
 4. Maxis Pay Direct Debit
 5. Maxis Pay Terms and Conditions
 6. Service Specific Terms and Conditions (Plan)
 7. Service Specific Terms and Conditions (Ookyo App)
 8. Service Specific Terms and Conditions (Website and Online Services)
 9. Service Specific Terms and Conditions (RM5 Google Play Purchase Promo)
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General Terms and Conditions



*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. If we decline supply of the **Service(s)** to you because the **Service(s)** are not available in your area, your registration details will be kept in our records pending availability of the **Service(s)** in your area.

- 1.5. 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. 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.
- 2.2. 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.
- 2.3. 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;
 - d. and take all reasonable steps to prevent spamming, fraudulent, defamatory, offensive, improper, immoral and indecent actions or illegal use of the **Service(s)**.

- 2.4. 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)**
- 2.5. 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.
- 2.6. In the use of our **Service(s)** you agree:
- a. not to use or allow any part of the **Service(s)** to be used:
 1. to advertise, transmit, store, post, display, or otherwise make available pornographic materials and/or any form of child sexual abuse material
 2. for any illegal or improper purposes;
 3. 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;
 4. 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;
 5. 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;

6. 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;
 7. 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;
 8. in any way infringe an individual's privacy or other personal rights;
 9. to engage in any activity, that we determine to be harmful to our customers, operations, reputation, goodwill or customer relations;
 10. for resale or otherwise to be provided to third parties without our prior consent, whether for profit or not; or
- b. 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.
- 2.7. 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.
- 2.8. 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

- 2.9. You must not use or allow any part of the **Service(s)** to be used for any activity which would or is likely to:
- a. generate **Network** traffic in excess of reasonable and normal usage;
 - b. cause congestion to our **Network**;
 - c. cause other users to be affected in their enjoyment and/or use of the **Service(s)**; and/or
 - d. cause any disruption, interference, interruption or degradation in the **Network** or the **Service(s)**.

Security related to the Service(s)

- 2.10. 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.
- 2.11. We may refuse, change or remove login identification, password(s) or **PIN** which we deem inappropriate.
- 2.12. 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**.
- 2.13. 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.

2.14. 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)**.

2.15. 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.

2.16. 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.Ookyo.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 <http://www.maxis.com.my/en/privacy-statement.html>. **Maxis** may update the Maxis Group Privacy Statement from time to time. 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:

- a. the **Mobile Numbers** requested for **Porting** by you must be in the range of **Mobile Numbers** as approved by **SKMM** from time to time;
- b. the **Mobile Number Portability** request may be subject to a non-refundable porting fee;
- c. **Mobile Number Portability** is subject to existing geographic numbering requirements;

- d. 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**;
 - e. we may, upon receipt of a **Port** request, notify you by way of SMS the progress of your **Port** request; and
 - f. 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:

- a. are not responsible for any period of outage of your **Service(s)** or any related ancillary **Service(s)**;
- b. 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. We will provide you a **SIM Card** with an alternate **Mobile Number** that you can use for the **Service(s)** pending approval of your **Porting** request. Upon activation of the **Service(s)** with this alternate **Mobile Number**, we will proceed with your **Porting** request. Provision of these **Service(s)** and the **Agreement's** terms and conditions will be effective upon activation of the alternate **Mobile Number** by us. Should your **Porting** request be approved by the **DNO**, we will map your **Porting Mobile Number** to the **SIM** with the alternate **Mobile Number**. If your **Porting** request is rejected by the **DNO**, we will not map your **Porting Mobile Number** and your use of the **Service(s)** will continue with the alternate **Mobile Number**.

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:

- a. **Maxis** will be entitled to accept or reject your request for **Service Migration**;
- b. You may request for **Service Migration** at www.Ookyo.com.my from your current subscription of the postpaid **Service(s)** to prepaid **Service(s)**; or at **Maxis Centres** and/or **Maxis Exclusive Partners** from your current subscription of the prepaid **Service(s)** to postpaid **Service(s)** and maintain your **Mobile Number**;
- c. You will not be charged for the **Service Migration**;
- d. 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;

- e. **Maxis** shall not entertain any dispute on the transfer of airtime or credit balance;
- f. all existing promotions 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

- g. 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 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**.

10.4. 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.

10.5. **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.

10.6. You must use all precautions to prevent loss, theft, and 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:
- 11.2. 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;
- 11.3. use of **Service(s)** by any person using your **Log-on Details** with or without your consent and/or authority;
- 11.4. any non-compliance with or breach of any provisions of the **Agreement** by you;
- 11.5. any negligent or willful act by you or any of your officers, employees, directors, contractors or agents;
- 11.6. any damage to property or personal injury (including death); and
- 11.7. 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**"):

- a. as to the state, quality, description or otherwise of the **Service(s)**;
or
- b. 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
- c. which arises from a course of dealing, usage, law or trade practice; or
- d. 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:

- a. 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.
- b. 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.
- c. 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.
- d. 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:

- a. if any technical failure occurs in the **Service(s)** or our **Network**;
or
- b. while the **Service(s)**, our network or systems are being upgraded, modified or maintained;
- c. if you breach any of the terms and conditions of the **Agreement**;
- d. 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;
- e. if we are required to do so by law, statute, enactment, regulations, code or by any relevant authorities;
- f. 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;
- g. where you are adjudged a bankrupt or commit an act of bankruptcy;
- h. 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:
- a. provide you information that may be reasonably required to establish the liability for **GST**; and
 - b. provide a tax invoice as may be required by you.
 - c. 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:
- a. sent by registered post, on the second **Working Day** after posting irrespective of whether returned as undelivered;
 - b. sent by ordinary post, on the fifth **Working Day** after posting irrespective of whether returned as undelivered;
 - c. hand delivered, upon delivery;
 - d. sent by facsimile, upon successful completion of transmission; or
 - e. 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

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

"**Active Period**" means a period of 30-days upon your successful plan renewal. During this period, 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**.

"**Bank**" means the banks or financial institutions nominated by **Maxis** from time to time.

"**Card**" means the debit, credit or charge card (as applicable) nominated by you as payment for the **Service(s)** and accepted by **Maxis**.

"**Cardholder**" means the lawful and authorized user of the **Card** whose name is embossed thereon and whose signature appears on the **Card**.

"**Card Issuer(s)**" means any bank or legal entity which is the issuer for the **Card**.

"**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, 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.

"**Direct Debit**" means the direct debit payment service offered by Maxis whereby your periodic official bill statement may be automatically billed into your Card account for settlement subject to Maxis' approval or where Maxis is authorised to directly charge your debit/ credit/ charge card (as nominated by you) for on-going recurring payment on a periodic basis.

"**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 **Grace 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 <https://www.ookyo.com.my/ookyotermsandconditions.pdf>)

"**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.

"**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**.

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

"**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)**.

"**Maxis Pay**" means a payment service offered which enables you to register for and use a **Maxis Pay** account to make payments or purchase **Maxis**

products and services through your computer, Mobile Device or any other channels in which these services are made available for purchase.

"**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.

"**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, 2016.

"**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

<https://www.ookyo.com.my/ookyotermsandconditions.pdf> 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 <https://www.ookyo.com.my/ookyotermsandconditions.pdf>)

"**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.

"**Starter Kit**" means the pack sold by **Maxis** containing the **SIM Card**, a user guide and these terms and conditions.

"**Summary Terms & Conditions**" means the summary of this GTC (as may be amended from time to time, available in our website at <https://www.ookyo.com.my/ookyotermsandconditions.pdf>)

"**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.

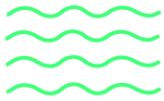
"**Working Days**" means, save for the states of Kedah, Johor, Terengganu and Kelantan, Mondays to Fridays and Saturday (half day) excluding public holidays and Sundays. In relation to the states of Kedah, Terengganu and Kelantan, Saturdays to Wednesdays and Thursday (half day) excluding public holidays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



Fair Usage Policy



1. Introduction - What you need to know about our Policy

- 1.1. This Fair Usage Policy ("Policy") sets out an acceptable level of conduct between Maxis and you when using the Service(s). We believe that all users should be responsible in their usage and how it affects other users.
- 1.2. To maintain the quality and performance of our Service(s) and to ensure the highest level of service performance for all users - which could be disrupted by usage patterns of a small number of customers - we have established this Policy for the Service(s). This Policy is designed to prevent the abuse of our Service(s). Our Service(s) are for use only in accordance with the General Terms & Conditions ("GTC"), the Summary Terms & Conditions ("STC") and Service Specific Terms and Conditions ("SSTC") applicable to you.
- 1.3. If you need a 1:1 service and exclusive access to your bandwidth, you will need an internet leased line.
- 1.4. This Policy is in place with a view to ensure all customers have a good user experience.
- 1.5. We may, from time to time, change this Policy, which will be posted on our official website at <https://www.ookyo.com.my/ookyotermsandconditions.pdf> Please visit our official website regularly to determine any changes to this Policy. Your continued use of the Service(s) after the Effective Date of any revisions/changes to the Policy constitutes unconditional acceptance by you of such revisions/changes and you shall be bound by the same.
- 1.6. This Policy supplements the GTC, SSTC and STC for the Service(s).

2. Non-Legitimate Use - What constitutes as non-legitimate use

- 2.1. The non-exhaustive list of practices that would be considered Non-Legitimate Use are:

- a. Calling or sending SMS' (whether individually, sequentially or automatically) to generate income for yourself or others, other than for your individual business communications;
- b. Using our Service(s), minutes, SMS' or data except for Maxis Enterprise SMS & MMS services (SIM boxing, bulk SMS service or aggregate minutes) wholesale on our Network;
- c. Using the Service(s) in connection with a device, software or applications which reroutes calls or allows the sending of bulk SMS' to or from our Network or the network of any supplier;
- d. Setting up switch devices which could keep a line open potentially for hours and limiting the ability for other customers to access our network;
- e. Unusual calling patterns inconsistent with normal, individual plan use, for example, regular calls of short duration or calls to multiple numbers in a short period of time;
- f. Using our Service(s) or any part thereof, for commercial purposes, unless you are on the office/corporate packages;
- g. Sending or uploading unsolicited electronic messages through various communication modes, not limited to, e-mails, SMS' or instant messaging services where there is no prior relationship between the sender and the recipient, whether or not the content is commercial or non-commercial, advertising or promotional materials, offers to sell any goods or services, or conducting or forwarding surveys, contests or chain letters;
- h. Excessive usage of the Service(s) including usage of certain software applications which may cause network congestion and negatively impair other customers' usage including without limitation sending or receiving files containing very large amounts of data (including without limitation traffic from peer-to-peer software or applications i.e. Bit Torrent, eDonkey, Gnutella) or using file sharing software (such as Limewire, etc.); and

- i. Any repeated, unusual or abusive patterns involving change of rate plans or recurring Mobile Internet passes. They are abuse of change in rate plans or use of Mobile Internet passes; and will be disallowed.

3. Unlawful Activities – What constitutes unlawful activities

3.1. In using the Service(s), you must conform to and abide by the laws of Malaysia and not permit any illegal use or such use that will discredit Maxis.

3.2. We consider your use of the Service(s) to be UNLAWFUL if you are:

- a. sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person;
- b. knowingly or negligently transmitting or uploading any electronic material(s) or SMS' or messages (including, without limitation, files that contain viruses, corrupted files, or any other similar software or programs) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunication equipment owned by Maxis or any other internet user or person;
- c. allowing activities that invade another's privacy or cause annoyance or inconvenience to any person;
- d. allowing activities in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or propriety designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material;

- e. allowing anything that may disrupt or interfere with Maxis' Network or Service(s) or causes a host or the Network to crash;
 - f. launching "denial of service" attacks, "mail-bombing" attacks, "spamming" or "flooding" attacks against a host, our Network or network;
 - g. making excessive use of, or placing unusual burdens on, the Network, e.g., by sending or receiving large volumes of emails or SMS' or messages or excessively large mail attachments;
 - h. circumventing the user authentication or security process of a host, our Network or network;
 - i. creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data.
- 4. Security - What you need to know and do to ensure security of your use of the Service(s)**
- 4.1. Each customer **MUST ENSURE** that his or her User ID and/or password remain confidential at all times.
 - 4.2. We may request that you change your User ID and/or password if deemed necessary.
 - 4.3. You must not disclose your User ID and/or password to any third party, or use the same for any purpose connected with the improper use of the Network including accessing or attempting to access other parts of the Service(s) for which you do not have access rights.
 - 4.4. You are responsible for taking all reasonable steps necessary to prevent a third party from obtaining access to the Network.
 - 4.5. You must immediately advise us if you become aware of any violation or suspected violation of the provisions of this Policy.
 - 4.6. You are responsible for the set-up and security of your computer and or any device and any servers that you may run on your computer or any device.

- 4.7. We strongly recommend that you protect your computer and/or device with anti-virus software.

5. General Use of Service and Abuse - What you need to know and comply with in respect of your use of the Service(s)

- 5.1. You must be at least 18 years old and/or our Business Customer and/or contract staff or employee of a Business Customer to be our customer. Sub-users under this age must have permission from the account holder or from your parent or guardian to access our Service(s).
- 5.2. You must not run port-scanning software on any of Our Service(s).
- 5.3. You must not attempt to gain unauthorised access to any computer system.
- 5.4. You must not undertake any activity that has an adverse effect on our Service(s).
- 5.5. You must not use the Service(s) to run programs or servers that provide network content or connectivity to any third party not at the location where the connection is installed. Examples of prohibited programs include, but are not limited to, mail, FTP, HTTP, game, newsgroup, proxy, and IRC servers.
- 5.6. You must not resell or otherwise charge others for the use of your internet connection. The Service(s) is for recreational, residential, personal use only and may not be used for operations of an internet service provider unless authorised by us.
- 5.7. Office Package customers may host one (1) email (POP3, SMTP, and/or IMAP) and/or one (1) web (HTTP and/or HTTPS) server for the sole use of that organization. These servers may not be used to host other services through the wireless connection or host email or web services for other organizations.

5.8. Maxis may automatically disconnect your internet session after a period of inactivity, which may vary from 20 minutes to 30 minutes. This automatic disconnection is to allow maximum network performance.

6. Enforcement on Breach of Policy

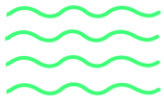
6.1. In the event that you are in violation of this Policy, we may, at our option and discretion, have your bandwidth managed, Service(s) suspended or terminated (with or without notice as we consider appropriate).

6.2. If we reconnect your Service(s) at our discretion, a reconnection fee may be charged for us to reactive your Service(s).

6.3. You must report any illegal, unlawful or unacceptable use of our Service(s). For individual customers, please report to us through our customer service channel on www.ookyo.com.my or the Ookyo app.



Summary Terms and Conditions



Your Agreement with Maxis comprises the General Terms and Conditions (“General Terms”), Service Specific Terms & Conditions applicable to you, the Maxis Group Privacy Statement and the Maxis Fair Usage Policy (“Agreement”).

These are all located on our official website at

<https://www.ookyo.com.my/ookyotermsandconditions.pdf>

and <http://www.maxis.com.my/en/privacy-statement.html>

This Summary highlights some of the important terms of the Agreement. When you purchase the Service(s), the Agreement in its entirety (and not just this Summary) applies to you. Please read and understand the contents of the Agreement in its entirety. Terms used in this Summary will have the same meaning as defined in the General Terms. In the event of any inconsistency or conflict between the Summary and the General Terms, the General Terms will prevail.

Your Personal Information:

We will process your Personal Information pursuant to the Personal Data Protection Act 2010 and the Maxis Group Privacy Statement. These explain your rights to and our usage of your Personal Information. Our Maxis Group Privacy Statement is found on our website

at <http://www.maxis.com.my/en/privacy-statement.html>.

Your obligations when you use the Service(s): You must:

- comply with the Agreement in its entirety;
- comply with all applicable laws of Malaysia and instructions issued by us;
- promptly reload your account to enjoy uninterrupted Service(s);
- not disclose your Log-On Details to others;
- not use the Service(s):-
 - to send spam, unsolicited messages (including SMS' and email), and messages against public interest;

- for resale unless permitted by Maxis;
- for fraudulent, unlawful and improper purpose such as gambling, vice, infringement of intellectual property rights, publishing any defamatory or abusive material; and
- for any activity which is likely to cause Network congestion.

The Service(s) we supply and what you can expect of us:

Our Service(s) may not be available everywhere. Please check Our Network coverage area on our official website at maxis.com.my/network. Whilst we will make every attempt to provide a fault free service, the Service(s) are not fault free as to Matters Beyond Our Reasonable Control. We are not liable to you or any other party, in contract, tort (including negligence), or otherwise for any loss or damage that you may suffer in connection with the Service(s).

Good and Services Tax ("GST") Provisions:

We will provide you with a tax invoice if GST is applicable.

When we can suspend or terminate your Service(s):

We may suspend or terminate your Service(s) in a number of circumstances, including where you breach Our Agreement, Network related issues (including emergencies) or you use the Service(s) for improper purposes or for damaging our Network. Where your Service(s) is terminated, the remaining credit balance in your Account will be forfeited.

What we can do in relation to the Service(s):

We may from time to time make any changes, including revising the Charges. Changes will be notified via our official website at www.ookyo.com.my. We will assume that you unconditionally accept the changes and wish to continue with Our Service(s), where you continue to use the Service(s) from the date of any such changes.

Complaints:

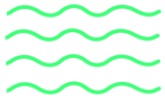
We appreciate any feedback about our Service(s), and are committed to

resolving any problems or complaints quickly. If you have any concerns, please contact us via our website www.ookyo.com.my or Oookyo app.

You acknowledge that you have been provided with and have read and understood the Agreement in its entirety, and you agree to the terms and conditions of the Agreement.



Maxis Pay
Direct Debit



I. In these terms and conditions:

“**account**” means the number of lines (whether principal or supplementary) registered by you under the relevant principal registration form for the Maxis telecommunication services under the General Terms & Conditions of Service(s);

“**Bank**” means the banks or financial institutions nominated by us from time to time;

“**Card**” means the debit, credit or charge card (as applicable) nominated by you for the Services (as defined herein) and accepted by us;

“**Card Issuer(s)**” means any bank or legal entity which is the issuer for the Card;

“**Cardholder**” means the lawful and authorised user of the Card whose name is embossed thereon and whose signature appears on the Card;

“**Direct Debit**” means the direct debit payment service offered by Maxis whereby your periodic official bill statement may be automatically billed into your Card account for settlement subject to Maxis’ approval or where Maxis is authorised to directly charge your debit/ credit/ charge card (as nominated by you) for on-going recurring payment on a periodic basis;

“**Maxis**” or “**us**” or “**we**” or “**our**” means Maxis Broadband Sdn Bhd (234053-D) and its authorised assignees and successors in title;

“**General Terms & Conditions of Service(s)**” refers to the terms and conditions agreed to by the Customer under the principal registration form for subscription to Maxis telecommunications services, including without limitation "Maxis Mobile", "Hotlink", "Maxis Fibre Network", "Maxis Connections", "Smart Access", “Ookyo” or any other services available;

“Registration Form” means your duly completed application form for registration to subscribe to the Services, which has been accepted and approved by us;

“Related Corporations” means the related corporations as defined under the Companies Act, 2016;

“SMS” means Short Messaging System;

“Services” means Direct Debit service offered herein by us and accepted by you;

“you” or “your” means the individual, sole proprietorship, partnership, company or entity named in our Registration Form whose application for Services or any part thereof has been accepted and approved by us and who uses or intends to use the Services (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.

2. You confirm and agree that:

- a. the information you provide us is true and correct;
- b. the Card you choose for the Services is in your name. If the Card you choose is in the name of a third party, you confirm and undertake that the Cardholder has authorised you to use the Card for purposes of the Services;
- c. you are the lawful and authorised holder of the Card or where the Card belongs to a third party, the Cardholder is the lawful and authorised holder of the Card;
- d. the Card is valid and has not expired and will remain valid and unexpired throughout the duration of your use of the Services; and
- e. the Card has not been suspended or terminated.

3. You expressly authorise us to:
 - a. verify information supplied for registration with the Card Issuer or any third party as may be necessary;
 - b. forward your call transactions, billings and other details to the Bank, the Card Issuer and other relevant parties for and in connection with the Services;
 - c. share your information contained in our database with our Related Corporations, corporate shareholders, third parties and/or relevant authorities for the provision of integrated or related services and/or towards the detection and prevention of crime and/or lawful purposes.

4. You confirm and agree that the provision of the Services for any transaction at any time is subject to prior authorisation from the Bank and/or Card Issuer through the supplied terminals or Maxis Pay channels and against an unexpired and valid Card.

5. We will not be liable to you:
 - a. if the Card is not honoured by the Bank or the Card Issuer;
 - b. if provision of or authorisation to the Cardholder for the Services is denied/refused or suspended at any time by any party for any reason;
 - c. (c)if we are unable to or delay in providing the Services for other circumstances beyond our reasonable control (e.g. power failure); and/or
 - d. (d)for any loss or damages whatsoever suffered by you arising from use of the Services.

6. Your primary obligation under the General Terms & Conditions of Service(s) to settle your Maxis official bill statements or on-going recurring purchases made on a periodic basis and to settle the same in a timely manner shall continue and shall not be waived, extended or suspended in any manner

whatsoever by the mere approval or agreement from us to provide the Services to the Customer hereunder.

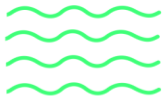
7. Save and except where the fault or delay is clearly attributable to circumstances within our reasonable control, all overdue payments shall be subjected to interest for late payment and/or other consequences as provided under the General Terms & Conditions of Service(s).
8. You confirm that you understand that the Services is applicable for settlement of periodic Maxis official bill statements or on-going recurring purchases made on a periodic basis. All and any other payments outside the periodic Maxis official bill statement cycle or on-going recurring purchases made on a periodic basis shall be promptly settled in accordance with the General Terms & Conditions of Service(s).
9. Notwithstanding a transaction may have been completed via the Services and your particular Maxis bill has been credited as paid, we may reverse any payment entry in your statement of account and you are required to pay such unpaid amount in the following circumstances:
 - a. the transaction is cancelled for any reason by the Bank or the Card Issuer;
 - b. the transaction is found to be incomplete, illegal or fraudulent;
 - c. the transaction is a “Declined Authorisation” or one with a non-corresponding authorisation code;
 - d. the transaction sum or part thereof exceeds the Cardholder’s authorised credit limit;
 - e. the relevant Card has expired, is terminated or invalid for any reason;
 - f. the transaction was entered into without authorisation of the Cardholder or the Cardholder disputes the transaction or denies liability;
 - g. the transaction was carried out or credit was given to you in circumstances constituting a breach of any express or implied term,

- condition, representation or duty by you;
 - h. the performance of the Direct Debit transaction or the use of the Card involves a violation of the law, rules or regulations of any governmental or regulatory body, notwithstanding that we may have notice of the same at the time when the transaction was carried out; or
 - i. at our, the Bank's or the Card Issuer's discretion.
10. We and/or our Related Corporations shall not be liable for, and you agree to indemnify us and/or our Related Corporations against all claims, losses, liabilities proceedings, demands, costs and expenses (including legal fees) which may result or which we may sustain in connection with or arising from the provision of the Services to you.
11. Notwithstanding any of the foregoing provisions, you agree that the use of the Services is undertaken at your sole risk. You hereby assume all risks arising from the Services or incidental to the use thereof and shall not hold us and/or our Related Corporations liable for any loss arising therefrom.
12. We reserve the right at our absolute discretion to:-
- a. levy charges for the provision of the Services to you;
 - b. suspend or deny provision of the Services to you at any time; and
 - c. add, delete or amend any of the provisions herein. Notice of any such amendment shall be given to you, and continued use of the Services thereafter by you shall constitute acceptance of the amendments.
13. We may terminate the Services at any time within seven (7) days prior written notice. You may terminate the Services at any time on one (1) month's written notice to us. Notwithstanding the foregoing, the Services shall be automatically terminated with immediate effect without notice to you in the event that the Card is cancelled by the Card Issuer or the Services is terminated by the Bank.

14. The invalidity or unenforceability of any provision herein shall not affect nor prejudice the validity or enforceability of the rest of the provisions.
15. You shall allow an interval of at least fourteen (14) days from receipt by us of the completed registration form for the processing of the application and activation of the Services.
16. We reserve the right at its absolute discretion to approve or reject your application for the Services without assigning any reason whatsoever. You will be notified in the event that your application has been rejected.
17. These terms and conditions shall be read in conjunction with the General Terms & Conditions of Service(s) and Service Specific Terms and Conditions. In the event of any conflict between these Terms and Conditions with the provisions pertaining to the Services in the General Terms & Conditions of Service(s), these terms and conditions shall prevail.



Maxis Pay
Terms and Conditions



PLEASE READ AND UNDERSTAND THE FOLLOWING TERMS AND CONDITIONS WHICH GOVERN YOUR ACCESS AND USE OF THE MAXIS PAY SERVICE (“THE SERVICES”) VIA MOBILE, INTERNET OR ANY OTHER CHANNELS IN WHICH THESE SERVICES MAY BE MADE AVAILABLE BY MAXIS IN THE FUTURE. BY ACCESSING AND USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS INCLUDING ANY AMENDMENTS MADE THERETO AND ANY OTHER ADDITIONAL OPERATING POLICIES WHICH WE, AT OUR SOLE DISCRETION, MAY IMPOSE FROM TIME TO TIME. IF AT ANY TIME YOU DO NOT ACCEPT ANY OR ALL OF THESE TERMS AND CONDITIONS, YOU MUST IMMEDIATELY DISCONTINUE ALL ACCESS AND USE OF THE SERVICES. WE ALSO RESERVE THE SOLE RIGHT AND DISCRETION TO MAKE ANY AMENDMENTS TO THESE TERMS AND CONDITIONS FROM TIME TO TIME, IN WHICH CASE WE WILL POST THE REVISED TERMS AND CONDITIONS ON OUR WEBSITE AT <https://pay.maxis.com.my/>. IF YOU CHOOSE TO CONTINUE USING THE SERVICES SUBSEQUENT TO ANY SUCH AMENDMENTS MADE, SUCH USE SHALL CONSTITUTE YOUR AGREEMENT AND BINDING ACCEPTANCE OF ALL AMENDMENTS MADE.

DESCRIPTION OF THE SERVICES

The Services provide you with the ability to register for and use a Maxis Pay account which will enable you to make payments for Maxis products and services by: (i) credit/debit/charge cards; and/or (ii) electronic funds transfer via the internet (“Online Banking”) whether through your computer or mobile device or any other channels in which these Services may be made available by Maxis in the future.

You can use the Services for the following transactions:

1. To make payment for any of Maxis’ products or services;
2. To transfer funds to another Maxis Pay account; and
3. To make payment for any other products or services as may be introduced by Maxis from time to time.

(collectively referred to as “Transactions”).

Maxis or its subsidiaries or affiliates may expand the scope of the Transactions from time to time. By using these new Services as they become available, you agree to be bound by these terms and conditions so far as they are applicable.

For the avoidance of doubt and notwithstanding anything contained in these terms and conditions, you agree and acknowledge that Maxis reserves the sole right and absolute discretion to limit, cancel or suspend any or all of the Services or available Transactions herein in whole or in part at any time without giving any reason or explanation of the same and without incurring any liability whatsoever to you for doing so.

By conducting any Transactions through the Services, you are authorizing payment via Online Banking or Maxis to charge your credit/ debit/charge card or to instruct your bank/ financial institution to obtain the funds on your behalf, accept funds on your behalf, and/or to send the funds to the recipient that you designate. You shall ensure that there are sufficient funds at all times available in your accounts to perform any of your instructions for the Transactions.

You may fund your Maxis Pay account using channels and processes authorized by Maxis.

No statement of account will be provided by Maxis in respect of the Maxis Pay account. You will be responsible to track and keep records of all of your Transactions using the Maxis Pay account via Maxis’ Customer Call Centre or your credit/debit/charge card or bank account.

APPLICABLE TERMS & CONDITIONS

The use of the Services shall be subject to these terms and conditions (as updated by Maxis from time to time) (“Terms and Conditions”). Your use of the Services will constitute your acceptance of these Terms and Conditions as well

as to any inherent risks in conducting any transaction via the Maxis Pay account.

These Terms and Conditions shall be in force from the date your application / registration for a Maxis Pay account is approved by Maxis, which will be signified by the availability of the Maxis Pay account to you. Approval of your application for Services shall be at Maxis' absolute discretion and shall be in force unless terminated in accordance with these Terms and Conditions. Where Maxis has rejected your application, Maxis is not obliged to provide any reason for such rejection or to respond to any request for information.

Where applicable, access and use of the Services shall also be subject to our [General Terms and Conditions](#) (which include terms and conditions for [Website Use](#), the [Fair Usage Policy](#) and the [Privacy Statement](#)) and terms and conditions for Postpaid Service and Prepaid Service at www.maxis.com.my and www.ookyo.com.my, which may be updated by Maxis from time to time.

USE OF SERVICES

To use the Services, you will have to register and open a Maxis Pay account through <https://pay.maxis.com.my/>.

To use the Maxis Pay account, you are required to create a Maxis Pay login credential bearing a username, password, email address, mobile number, identification and PIN. Each time you use your Maxis Pay account to do a Transaction, you will need to authorize and validate the Transaction using the email address and PIN which you had registered with Maxis when you created your Maxis Pay account.

In registering for the Services you warrant, agree and undertake:

1. that the information provided by you when registering for the Maxis Pay account is true and accurate;

2. that you shall not fraudulently register or use the Services or the Maxis Pay account;
3. that you shall not use the Services, including the Maxis Pay account, in breach of these Terms and Conditions;
4. to comply with all applicable laws, ordinances, codes, rules, regulations, notices, instructions and/or directives of the relevant authorities or any notices, instructions, directives or guidelines given by Maxis in connection with Services and Maxis Pay account;
5. not to use the Service, including the Maxis Pay account, for any illegal or fraudulent activities;
6. that you shall safeguard and protect the Maxis Pay account Password or PIN and that you shall not at any time and under any circumstances reveal or disclose or in any way facilitate access of the Maxis Pay account Password or PIN to any party and shall take all steps to protect the confidentiality of and prevent the disclosure of the Maxis Pay account Password or PIN;
7. not to pledge the Maxis Pay account as any form of security for any purposes whatsoever; and
8. to immediately notify Maxis upon receipt of any incomplete, garbled or inaccurate data or information or any data or information which is not intended from Maxis or any doubtful information or message. You agree to delete all such data or information from your mobile phone / device.

You are responsible to check and verify Transactions conducted under or via the Maxis Pay account. Maxis shall not be obliged to act on any request to cancel, revoke, reverse or amend any instructions after it has been transmitted to Maxis.

In the event that Maxis decides to act upon or carry out any instructions, Maxis shall be allowed such amount of time to act upon and implement any instructions as may be reasonable having regard to the systems and operations

of Maxis and any other circumstances then prevailing accordingly. Maxis shall not be responsible or liable for any loss arising from any delay on the part of Maxis in acting upon and carrying out any such instructions.

The Maxis Pay account is personal to you and is not transferable and shall be used exclusively by you. The access to any item of the Maxis Pay account through entry of PIN shall be deemed as correct, complete and binding upon you as if such Maxis Pay account had been accessed for each transaction by you. Any instructions sent to Maxis using your user name, email or PIN shall be deemed to have been issued by you and is regular and genuine, notwithstanding that such instructions may have been issued by a third party, either authorized or otherwise, and you shall be bound by such confirmation. You agree that Maxis is not further obliged to check the authenticity of such instructions but Maxis may, at its sole right and discretion, do so for its own purposes. Maxis shall not be responsible or liable for any losses which you may suffer, whether directly or indirectly, as a result of the same.

You hereby authorize Maxis to accept and act upon any instructions made by you in respect of Maxis Pay in respect of the Services or to otherwise deal with your Maxis Pay Account without any further authority.

Maintaining the confidentiality of the Maxis Pay account Password or PIN is your responsibility and it is up to you not to divulge this information to anyone else. You are responsible for ensuring that you logged off the Services at the end of each session. If you have lost your password or suspect that someone else has obtained your password, it is your responsibility to notify Maxis of this problem immediately. Maxis shall not be responsible for any losses incurred by you as a result of misuse or lost passwords.

Anyone caught impersonating any customer, whether an individual or another legal entity, will be responsible for any costs and/or losses incurred as a result of their fraudulent activity. Abusing the Maxis Pay account may result in immediate termination/suspension of the said Maxis Pay account. Maxis

reserves the right, from time to time, to request from you additional information in which case you shall provide the information so required failing which the Maxis Pay account may be barred by Maxis at its sole discretion.

The use Maxis Pay account is subject to such other applicable terms, conditions, rules and regulations of Bank Negara Malaysia and/or any other regulatory or governmental authority.

BILL PAYMENT & SETTLEMENT OF CHARGES

You agree that payments are not final upon receipt of your instructions. Maxis may at its sole right and absolute discretion, request for additional verification or information prior to the execution of any transfer or payment. Maxis shall not be responsible nor liable for any loss which you may suffer whether directly or indirectly, as a result of Maxis' failure, neglect, omission or otherwise option not to request for such additional verification and/or information.

Maxis shall not be liable for any payments or any failure to complete or execute a transfer or payment instruction where-

1. you have insufficient balance in your Maxis Pay Account;
2. you have provided Maxis with inaccurate or incomplete instructions or information;
3. there is an error in the information or instructions given by you during the course of transmission;
4. Maxis knows or has reason to believe that a fraud, criminal act, offence or violation of any law or regulation has been or will be committed

You agree that Maxis may specify limits on the number of transactions you may make using the Services and the amounts to be so transferred or paid under the same.

Maxis shall not be under any duty to ensure punctual payments of any bills or on-going recurring purchases made on a periodic basis by you and neither

shall Maxis be under any duty to monitor payment of any bills or to notify any person of the late payment for any bills.

CHARGES FOR THE SERVICE

You agree to pay:

1. Maxis for any prevailing mobile service charges for standard data and traffic charges (e.g. SMS charges);
2. Maxis for any fees or charges at such rates and in such manner as Maxis may impose or stipulate from time to time with respect to the Services; and
3. Bank / financial institution or government for any applicable charges imposed by the bank/ financial institution or government, in connection with your access and use of the Services.

You are advised to check the specific details of the charges involved prior to the registration and use of the Services.

You agree and acknowledge that Maxis reserves the right to charge your registered Card on Maxis Pay or debit your Maxis Pay Account for the payment of any fees, charges and/or penalties imposed pursuant to this Agreement including any bank / financial institution or government charges, stamp duties or taxes payable as a result of the use of the Services provided thereunder.

Please note that you will be charged for the Services even if it was used by a third party using your mobile device and/or the SIM card registered to you. If the mobile device does not belong to you or if someone else is paying the mobile phone bill; please obtain that person's consent prior to using the Services.

You agree to promptly pay all amounts due to Maxis as reflected in your official monthly bill statement and/or for on-going recurring or one-off

purchases of Maxis' products or services and for all charges whatsoever occasioned by the use of the Services irrespective of whether such charges were authorized by you or has arisen from any other causes whatsoever.

VALIDITY AND ACCESS TO INFORMATION

You warrant and undertake that all information pertaining to your identity and your personal circumstances are true and correct and up-to-date. Maxis shall request for identification to verify the information and reserves the right to request for further validation of information and to reject the request if the information cannot be validated or is found incorrect.

You shall promptly notify Maxis in writing of any changes or variations in your personal particulars and Maxis shall be entitled to assume that there have been no changes or variations until Maxis has received notice thereof given by you.

You also consent and agree to allow Maxis to make available your name, your MSISDN, email and such other personal information which you provide on registration of the Maxis Pay account to any bank/financial institution solely for the purpose of creation of the Maxis Pay account and to enable Maxis to provide the Services.

INDEMNITY

You agree to indemnify and keep indemnified Maxis and/or any of its subsidiaries or related corporations as defined under the Companies Act, 2016 and its respective employees, agents, officers, and directors from any and all claims, losses, liabilities, cost and expenses (including but not limited to any legal fees) arising directly or indirectly or which may arise out of your instructions to Maxis in use of the Services or breach or violation of these Terms and Conditions or any third party rights or with respect to acceptance, receipt, use or misuse of any product or service as a result of purchases through the

Maxis Pay Account and/or the Services or due to the delay and/or failure of the Services.

TERMINATION AND SUSPENSION

Without derogation to the above, Maxis reserves the right, at its absolute discretion and at any time, to immediately suspend/terminate your use of the Maxis Pay account and/or the Services for any reason, including without limitation in the following circumstances:

1. in Maxis' opinion, you indulged or participated in anything which is dishonest, fraudulent, illegal, and/or criminal in nature;
2. you are in breach of any of the provisions of these Terms and Conditions or engage in any conduct which Maxis deems to be prejudicial to its interest;
3. you are in breach of any acts, statutes, laws, by-laws, rules and/or regulations imposed by any party, regulatory body or government agency;
4. you had misrepresented to Maxis or had submitted false documents or declared false information in relation to the application/ registration of Maxis Pay Account.

Any termination of the Services or your use of the Maxis Pay account pursuant to these Terms and Conditions shall be without prejudice to any of Maxis' other rights and remedies under these Terms and Conditions or at law.

DISCLAIMER

The Services and the Maxis Pay account are provided on an "AS IS" basis without any representations or warranties of any kind whether express or implied to the fullest extent permitted by law. You agree and acknowledge that you shall use the Maxis Pay account and the Services at your own risk.

Although Maxis will use reasonable endeavours to ensure that the Maxis Pay account is secure and cannot be accessed by unauthorized third parties, Maxis does not warrant the security or confidentiality of any information transmitted through the system/ platform or such other equivalent system in any jurisdiction via Maxis Pay account.

It is expressly agreed and declared by all parties hereto that Maxis shall not be liable or responsible to you and/or any other person(s) for any losses, damages, costs or expenses whatsoever suffered by you or such other person(s) arising out of or in connection with the issue, use, withdrawal and/or termination of the Maxis Pay Account resulting from or in consequence of any act or omission by Maxis, except in the case of willful default by Maxis for which such liability shall be limited to the amount of actual loss only.

Maxis shall not for any reason whatsoever be liable for any loss or damages suffered by you under any circumstances whatsoever whether or not such circumstances relate to or arise out of these Terms and Conditions including but not limited to non-acceptance for any reasons whatsoever of Maxis Pay account by any person or body, restriction or cancellation of the Maxis Pay account, or under any other circumstances.

Maxis, its related and affiliated corporations shall not be liable to you or anyone else for any loss or any direct, indirect, special, exemplary, consequential damages or any other damages whatsoever, including for loss of any revenue or profits, whether in action of contract or tort, arising out of or in connection with your access, use of or inability to use, the Services and the Applications provided under it.

Without limiting the generality of this clause, Maxis shall not be liable for any loss caused by or arising from one or more of the following events or matters howsoever caused or incurring-

1. Any malfunction, defect in and/or any breakdown, disruption or failure of any telecommunications, computer, terminal, server or other device or

- system whether or not owned, operated or maintained by you, Maxis or any other person, including but not limited to the failure of any such equipment or system to accept, recognize or process any instruction or username and password, and a PIN;
2. Any malfunction, breakdown, disruption and/or unavailability of the Services or any portion thereof, howsoever arising;
 3. Any of the Services not being accessible, available or functioning;
 4. Any failure or delay caused by your internet browser or the software, computer virus or related problems;
 5. The corruption, destruction, alteration , loss of or error in your instructions or any data or information in the course of transmission;
 6. Any loss, theft or unauthorized use of your username, password, PIN and mobile phone bearing your MSISDN;
 7. Any inaccuracy or incompleteness of information, data or instructions given by you in relation to any transactions or the performance of any transactions or otherwise in relation to the provision of any of the Services;
 8. Your failure, neglect or omission to maintain sufficient funds in the relevant accounts to perform any of your instructions;
 9. Your inability to perform any transactions due to limits set by Maxis from time to time;
 10. Your failure, neglect or omission to act in accordance with these Terms and Conditions and any other rules, regulations, policies and guidelines currently in force;
 11. Any event, the occurrence of which is beyond Maxis' reasonable control, including but not limited to fire, earthquake, flood, lightning, riots, strikes, lockouts, government action, war, disruption of electrical or power supply; or
 12. Any loss caused by third parties.

The Services and the website where the Services is hosted or made available may contain links to third party websites and services that are not owned,

controlled by or connected to Maxis and Maxis assumes no responsibility whatsoever for the content, privacy policies and practices of these third party websites and/or services. In addition, Maxis shall also not be responsible for any data/ information, including any of your personal information (such as name, telephone number, age, etc), that you share with anyone through any communication or interaction with any third party in connection with this Service. Please read the terms and conditions of these third parties or third parties' websites carefully prior to sharing any such information.

EVIDENCE

You agree and acknowledge not to dispute the validity, accuracy or authenticity of any evidence of your instructions and/or communications transmitted between Maxis and you, including but not limited to any evidence in the form of Maxis' computer records which may take the form of, among others, telephone logs, transaction logs, magnetic tapes, cartridges, computer printouts of any communication and any other form of information and data storage, all of which having been produced by Maxis' computers in the course of their ordinary use.

You further agree and acknowledge that parties shall refer and at all times, treat all of the said computer records of Maxis therein as conclusive evidence of your instructions and/or communications received or sent by Maxis.

Notwithstanding anything contained in this Agreement, you agree and acknowledge that all your said instructions and/or communications which are sent to Maxis and meet the operating standards and requirements of Maxis shall be deemed to be as good as, and given the same effect as, written and/or signed documentary communications.

WAIVER

You agree that the failure of Maxis, whether continuous or otherwise, to exercise any rights, power, privileges, remedies or provisions of these Terms

and Conditions or Maxis' failure or delay to insist on compliance with any of these clauses shall not constitute a waiver by Maxis of any such rights, power, privileges, remedies or provisions of these Terms and Conditions.

SEVERABILITY

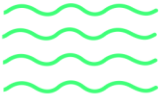
If any of the provision herein contained should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.

GOVERNING LAW

The Agreement shall be governed by and construed in accordance with the laws of Malaysia, excluding its conflict of law rules. Parties agree to submit to the exclusive jurisdiction of the Malaysian courts.

Where any claims, proceedings, actions, suits or disputes arising or in connection with this Agreement is to be commenced or adjudicated in the High Court of Malaya, the parties agree that it shall be adjudicated in the High Court in Kuala Lumpur, Malaysia.

Service Specific Terms and Conditions (Plan)



1. GENERAL

- 1.1. The Plan: The **Ookyo Plan**
- 1.2. **You**: The person signing up for the **Ookyo Plan**
- 1.3. The **Ookyo Plan** and **Service(s)** is subject to the **General Terms & Conditions ("GTC")**, **Service Specific Terms & Conditions ("SSTC")**, **Maxis Fair Usage Policy** and any other applicable terms and conditions, all at <http://www.ookyo.com.my/ookyotermsandconditions.pdf>
- 1.4. Capitalised terms herein have the same meaning as defined in the **GTC**.
- 1.5. Any conflict or inconsistency between this **SSTC**, **GTC**, the **Terms & Conditions for Direct Debit Services** and **Maxis Pay Terms and Conditions**, the terms and conditions shall be construed in the following order of precedence: (a) **SSTC**; (b) **Terms & Conditions for Direct Debit Services** or **Maxis Pay Terms and Conditions**; and (c) **GTC**.
- 1.6. We reserve the rights without liability, to revise this **SSTC**, the **Ookyo Plan** and our pricing. Where reasonably practicable, we will give you reasonable advance notice of such changes and all previous versions of our user guides or leaflets will be superseded. You accept you are responsible for regularly reviewing information on the **Ookyo Plan** and **Service(s)** at the **Ookyo Website** (www.Ookyo.com.my) or via the **Ookyo App** for any updates, revisions or changes including changes to the Agreement. Your continued use of the **Service(s)** and/or the **Ookyo Plan** (after the **Effective Date** of any revision/change to the terms and conditions of the **Agreement**, **Service(s)** and/or the **Ookyo Plan**) shall constitute unconditional acceptance by you of such revisions/changes and you shall be bound by the same. If you do not accept such revisions/changes, you may discontinue using the **Ookyo Plan** and/or the **Service(s)**, failing which you are assumed to have accepted the changes.
- 1.7. In order to use the **Ookyo Plan**, **Service(s)** and/or **Subscription(s)**, you must first install and run the **Ookyo App** on your **Mobile Phone** or

Mobile Device. The **Ookyo App** can only be installed and run on Android enabled devices. Please check your **Mobile Phone** or **Mobile Device** handbook or consult the maker of your **Mobile Phone** or **Mobile Device**. We are not liable if you are unable to use the **Ookyo Plan** and/or the **Service(s)** as a result of the make, model or functionality limitations of your **Mobile Phone** or **Mobile Device**.

- 1.8. You remain solely responsible to ensure the **Mobile Phone** or **Mobile Device** used by you is compatible for use of the **Ookyo Plan** and/or the **Service(s)**. There will not be any refund of payment made if you are unable to use or view the **Service(s)** purchased or subscribed to in accordance with this SSTC.

2. THE OOKYO PLAN

- 2.1. The **Ookyo Plan** is a prepaid product. It consists of 4 customizable **Unlimited Apps**, 5 GB of **Mobile Internet Data** and 500MB of **Free Basic Internet**.

2.2. Unlimited Apps

- a. Provides zero-rated mobile data usage on a customizable group of 4 different mobile apps.
- b. Zero-rated means your mobile internet quota is unlimited in relation to your use of the apps under the defined group of apps unless specified otherwise and such use is always subject to the Fair Usage Policy.
- c. Any Peer-to-Peer (P2P) sharing, Internet tethering and use of VoIP services (except if the VoIP service is provided in an App under your selection of Unlimited Apps) will draw down from your 5 GB of **Mobile Internet Data**.
- d. You can select your preferred 4 applications via the **Ookyo** app upon your **SIM Card** activation. The following conditions will apply:
 - i. You may select any 4 apps listed under the Unlimited Apps.

- ii. You must fill up all 4 Unlimited App slots.
 - iii. You are not allowed to select the same app for different app slots.
- e. If you select **Automatic Renewal**, the following conditions will apply:
 - i. You can change your selection of **Unlimited Apps** via the Ookyo App until 25 hours before your **Ookyo Plan** renews.
 - ii. You are not allowed to make any changes to your selection of **Unlimited Apps** when you are in **Grace Period**.
 - iii. If you did not make any changes to your selection of **Unlimited Apps**, the current selection will continue for your next **Active Period**.
 - iv. Changes will be effective upon the next successful renewal of the Ookyo Plan.
- f. If you did not select **Automatic Renewal**, the following conditions will apply:
 - i. You will be requested to re-select your preferred **Unlimited Apps** each time after you make a manual payment.
 - ii. You will not be allowed to make changes to your selection of preferred **Unlimited Apps** during your 30 days **Active Period**.
 - iii. You can only change your selection of **Unlimited Apps** via the Ookyo App upon payment.
 - iv. Changes will be effective upon the next successful renewal of the **Ookyo Plan**.
- g. You can refer to the Ookyo Website (www.ookyo.com.my) or the Ookyo App for the latest list of groups of apps and/or apps applicable for the selection of your **Unlimited Apps**.

2.3. The 5GB of **Mobile Internet Data** and 500MB of **Free Basic Internet** provides mobile internet quota for all browsing purposes applicable to all Maxis networks including 2G/3G/4G LTE.

2.4. Free Basic Internet

- a. Refers to internet at reduced speed limited to a maximum of 64kbps.
- b. This service is subject to a monthly Fair Usage Policy (FUP) of 500MB. Upon exhaustion of the FUP quota, **Free Basic Internet** services will be disconnected.

3. REGISTRATION OF THE OOKYO PLAN

3.1. You are required to complete a first time registration at our **Ookyo Website** or **Ookyo App**. Your registration details must match the details on your identification you are using to register. You are solely responsible for providing correct and accurate registration details. Failure to do so may result in the rejection of your registration and delivery of your **SIM Card**, and forfeit of any payments we have received from you for the **Ookyo Plan**, which shall be non-refundable.

3.2. The pricing of the **Ookyo Plan** (including any changes) are set out in the **Ookyo Website** and **Ookyo App**. Charges displayed do not include all applicable taxes and GST.

3.3. During registration of the **Ookyo Plan** you are able to either:

- a. Take a new mobile number,
- b. Migrate from an existing **Hotlink Plan** to the **Ookyo Plan**, or
- c. Port in from other local operators.

3.4. Migration of existing Hotlink Plan to the Ookyo Plan

- a. All existing Hotlink customers of any plan can migrate to the **Ookyo Plan** except for, Hotlink Tablet and Broadband Plan.
- b. Your **Account** lifecycle **Active Period** will be replaced with 30 active days at the point of successful migration to and activation of the **Ookyo Plan**, and the **Grace Period** will reset to 50 days.

- c. All existing subscriptions and purchases (e.g.: Mobile Internet Passes, Hot Tickets, RED Points etc.) on **Hotlink Plan** will not be retained after migration. They are not applicable to the **Ookyo Plan**.
- d. Any credit balance will be carried over to the **Ookyo Plan** into your **Ookyo Wallet**. Validity of the credit balance will follow the **Ookyo Plan**.

3.5. Migration of existing Maxis Postpaid plan to the Ookyo Plan

- a. All existing **Maxis Postpaid** customers of any plan can migrate to the **Ookyo Plan** by switching to a **Hotlink Plan** first before switching to the **Ookyo Plan**, after which **clause 3.4** shall apply.
- b. Before migration, you are responsible to ensure that the **Maxis Postpaid** plan is registered in your name and you have cleared all outstanding bills.
- c. All existing subscriptions and purchases (e.g.: **Mobile Internet Passes** etc.) on **Maxis Postpaid** plan will not be retained after migration. They are not applicable to the **Ookyo Plan**.

3.6. Migration of existing Ookyo Plan to Maxis Postpaid plan

- a. All existing **Ookyo** customers can migrate to any **Maxis Postpaid** plans.
- b. Before migration, you are responsible to ensure that you cancel your **Ookyo Plan** first before submitting a port-out request. Failure to do so may result in the recurring charges being charged to your registered **Card**, which is non-refundable.

3.7. Migration of existing Ookyo Plan to Hotlink Plan

- a. All existing **Ookyo** customers can migrate to a **Hotlink Plan**, subject to Hotlink's terms and conditions.
- b. In order to migrate to a **Hotlink Plan**, you will need to first migrate to a **Maxis Postpaid Plan**, after which, you will be able to submit a request to Maxis to migrate to a **Hotlink Plan**.

- c. Before migration, you are responsible to ensure that you cancel your **Ookyo Plan** first before submitting a port-out request. Failure to do so may result in the recurring charges being charged to your registered **Card**, which is non-refundable.

3.8. Migration of existing Ookyo Users under the All Access Pack (Social & Entertainment pack) to Ookyo Unlimited Apps

- a. All Ookyo users will be automatically migrated to Ookyo **Unlimited Apps** on 21st May 2018 (“**Unlimited Apps Migration Date**”) and will be required to choose 4 **Unlimited Apps** for their **Unlimited Apps** service to continue.
- b. For “**Automatic Renewal**” users, you can choose to migrate to Ookyo **Unlimited Apps** prior to the **Unlimited Apps Migration Date** by choosing your 4 **Unlimited Apps** via the Ookyo App for your next cycle.
- c. For “**No Automatic Renewal**” users, you can choose to migrate to Ookyo **Unlimited Apps** prior to the **Unlimited Apps Migration Date** if you change your payment type to “**Automatic Renewal**” and choose your 4 **Unlimited Apps** via the Ookyo App for your next cycle.
- d. If by the **Unlimited Apps Migration Date** you do not choose 4 **Unlimited Apps** to fill up the customizable slots, all apps data usage will draw down from your **Mobile Internet Data** or **Free Basic Internet**.

4. PAYMENT

- 4.1. Payment for the **Ookyo Plan** can be made via **Maxis Pay** using your **Card** or **Online Banking**.
- 4.2. During registration of the **Ookyo Plan** you will need to select either one of the payment modes below for the renewal of your **Ookyo Plan**:
 - a. **Automatic Renewal** – pay via **Maxis Pay** using your registered **Card**; or

- b. No Automatic Renewal – pay via **Maxis Pay** using your **Card** or **Online Banking**.
- 4.3. If you select Automatic Renewal, you authorise us to auto-charge the registered **Card** for recurring renewal of the Service(s) before the expiry of each periodic Active Period.
- 4.4. If you do not select Automatic Renewal, you must make payment in order to renew the **Service(s)** for the next Active Period. Payment can be made via **Maxis Pay** using your **Card** or **Online Banking**. It is your responsibility to pay for the renewal of your **Ookyo Plan**, failing which your **Ookyo Plan** will transition to a grace status and the conditions in **clause 5.6(b)** will apply.
- 4.5. You are required to register and maintain at least one (1) **Card** on **Maxis Pay** if you opt for the Automatic Renewal. If the Mobile Phone, Mobile Equipment or Mobile Device does not belong to you or if someone else is paying for the Charges, please obtain that person's consent before registering for the Service(s).
- 4.6. Your payment of the **Charge** will need to be successful in order for us to process your registration of the **Ookyo Plan** and/or activate and/or renew the **Service(s)**.
- 4.7. In respect of payment by way of **Maxis Pay** and/or **Direct Debit**, you represent and warrant that:-
- a. The information you provide us is true and correct;
 - b. The **Card** you register for **Maxis Pay** is in your name. If the **Card** you register is in the name of a third party, you confirm and undertake that the **Cardholder** has authorised you to use the **Card** for purposes of **Maxis Pay**;
 - c. You are the lawful and authorised holder of the **Card** or where the **Card** belongs to a third party, the **Cardholder** is the lawful and authorised holder of the **Card**;
 - d. The **Card** is valid and has not expired and will remain valid and unexpired throughout the duration of your use of **Direct Debit** and/or **Maxis Pay**; and

- e. The **Card** has not been suspended or terminated.

4.8. You expressly authorise us to:

- a. Verify information supplied for registration with the **Card Issuer** or any third party as may be necessary;
- b. Forward your call transactions, purchases and other details to the **Bank**, the **Card Issuer** and other relevant parties for and in connection with **Maxis Pay**;
- c. Share your information contained in our database with our **Related Corporations**, corporate shareholders, third parties and/or relevant authorities for the provision of integrated or related services and/or towards the detection and prevention of crime and/or lawful purposes.

4.9. We will not be liable to you:

- a. If the **Card** is not honoured by the **Bank** or the **Card Issuer**;
- b. If provision of or authorisation to the **Cardholder** for **Maxis Pay** and/or **Direct Debit** is denied/refused or suspended at any time by any party for any reason; or
- c. If we are unable to or delay in providing the **Maxis Pay** and/or **Direct Debit** services for circumstances beyond our reasonable control (e.g. power failure).

4.10. Notwithstanding a transaction may have been completed via **Maxis Pay** and/or **Direct Debit**, we will not be liable to you and you are required to pay any unpaid amounts in the following circumstances:

- a. The transaction is cancelled for any reason by the **Bank** or the **Card Issuer**;
- b. The transaction is found to be incomplete, illegal or fraudulent;
- c. The transaction is a "Declined Authorisation" or one with a non-corresponding authorisation code;
- d. The transaction sum or part thereof exceeds the **Cardholder's** authorised credit limit;

- e. The relevant **Card** has expired, is terminated or invalid for any reason;
- f. The transaction was entered into without authorisation of the **Cardholder** or the **Cardholder** disputes the transaction or denies liability;
- g. The transaction was carried out or credit was given to you in circumstances constituting a breach of any express or implied term, condition, representation or duty by you;
- h. The performance of the **Maxis Pay** and/or **Direct Debit** transaction or the use of the **Card** involves a violation of the law, rules or regulations of any governmental or regulatory body, notwithstanding that we may have notice of the same at the time when the transaction was carried out; or
- i. At our, the **Bank's** or the **Card Issuer's** discretion.

4.11. We may introduce other modes of billing from time to time by giving you prior notice.

4.12. You are allowed to change your payment mode from “**No Automatic Renewal**” to “**Automatic Renewal**”. Upon successful change of payment mode to **Automatic Renewal**, you will be charged automatically for every subsequent renewal cycle.

5. DELIVERY, ACTIVATION, AND LIFECYCLE OF THE OOKYO PLAN

5.1. For users who register for the **Ookyo Plan** we may require to deliver a new **SIM Card** to you.

5.2. Upon delivery of the **SIM Card**, we or our third party delivery services have the right to request and validate your identification card with the registration details for the **Ookyo Plan**. If your identification does not match the registration details for the the **Ookyo Plan**, we or our third party delivery services have the right to reject the delivery.

5.3. To determine if a new **SIM Card** needs to be delivered to you will be based on the following scenarios:

- a. If you registered for a new mobile number, a new **SIM Card** will be delivered to you. Upon successful delivery, you are

required to self-activate your **SIM Card** via the **Ookyo App** otherwise your **SIM Card** will be automatically activated when your delivery status changes to 'Delivered'.

- b. If you are migrating from an existing **Hotlink Plan** to the **Ookyo Plan**, a new **SIM Card** will not be required. The **Service(s)** will be activated on your existing **Hotlink SIM Card**.
- c. If you are migrating from an existing **Maxis Postpaid plan** to the **Ookyo Plan**, a new **SIM Card** will be delivered to you. Upon successful delivery, we will process your request to migrate. Upon successful migration, we will activate your **SIM Card**.
- d. If you are porting in from another local operator, a new **SIM Card** will be delivered to you with a temporary mobile number. Upon successful delivery, you are required to self-activate your **SIM Card** via the **Ookyo App** otherwise your **SIM Card** will be automatically activated when your delivery status changes to 'Delivered'. We will then submit your porting request and upon successful porting, your existing mobile number will be mapped onto the new **SIM Card** which was delivered to you and the temporary mobile number will be cancelled. Any **Service(s)** you had purchased on the temporary mobile number will be maintained. If the porting is unsuccessful, the **Service(s)** will continue on the temporary mobile number. You have the option to retry porting by submitting this request via the **Ookyo Website** or **Ookyo App**.

5.4. The **Ookyo Plan** has an **Active Period** of 30 days. Your **Account** shall commence upon the successful activation of the **SIM Card** for the duration of the **Active Period**.

5.5. Upon successful activation of the **SIM Card**, you will be requested to select your 4 **Unlimited Apps** before proceeding.

5.6. During the **Active Period**, you are able to

- a. Use your **Ookyo Wallet**

- b. Use your **Google Play Rewards Wallet**
 - c. Purchase and use any **subscription(s)** that are valid (e.g.: **Voice & SMS bundle, Roaming Internet Passes, Unlimited Add On, Internet Add On, Pop Deal** etc)("Subscription(s)")
- 5.7. You must maintain your **Account** for each and every **Active Period** consecutively otherwise your **Account** will be terminated and the conditions in **clause 5.8** will apply. You will then have to purchase a new **Ookyo Plan** to access the **Service(s)**.
- 5.8. We will attempt to charge your registered **Card** one (1) day before the expiry of each **Active Period**, in order to renew the **Service(s)** for the next **Active Period** if you chose **Automatic Renewal** at the time of registration of your **Ookyo Plan**.
- a. If the charge is successful, the **Active Period** will be renewed for another 30 days, which shall commence on the date immediately after the expiry date of the previous **Active Period**. Your 5GB of **Mobile Internet** data and 500MB of **Free Basic Internet** will be replenished. Any requests to make changes under the **Unlimited Apps** will take effect immediately. Balances in your **Ookyo Wallet** and **Google Play Rewards Wallet** will be brought forward.
 - b. If the charge is unsuccessful, your **Ookyo Plan** will transition to a grace status and you will be given a **Grace Period** of fifty (50) days from the expiry date of the relevant **Active Period**, for a successful payment to be made.
 - i. If successful payment is made during the **Grace Period**, your **Active Period** will resume from the date that successful payment is made.
 - ii. If no successful payment is made during the **Grace Period**, the **Service(s)** will be immediately terminated and the conditions in **clause 5.8** will apply.

5.9. During the **Grace Period**, you can only receive incoming calls and SMS. You will not be allowed to make any changes to your **Unlimited Apps**.

The following will be suspended from usage:

- a. Use of your **Ookyo Wallet**
- b. Use of your **Google Play Rewards Wallet**
- c. Purchase and use of any **Subscription(s)**.

5.10. In the event of termination, your **Ookyo Plan**, all **Subscription(s)**, and **Mobile Number** will be cancelled and the following forfeited with immediate effect:

- a. all credits in your **Ookyo Wallet**;
- b. all credits in your **Google Play Rewards Wallet**;
- c. all **Subscription(s)**; and
- d. any airtime balance under your **Ookyo Plan**.

6. SERVICE(S) AND SUBSCRIPTION(S) AVAILABLE ON THE OOKYO PLAN

6.1. The **Service(s)** and add-on **Subscription(s)** are available via the **Ookyo App** to users with an Active Account status.

6.2. A charge will need to be successful for each purchase for the activation and use of any of the **Service(s)** and **Subscription(s)**.

6.3. Any revised pricing of the **Unlimited Add On**, **Pop Deal** and additional **Subscription(s)** will be reflected in [the Ookyo App](#).

6.4. Ookyo Wallet

- a. **Ookyo Wallet** is used to purchase service(s) available to registered users. e.g.: **Unlimited Add On**, **Pop Deal**, **Internet Add On**, **Voice & SMS** and tariffs.
- b. Methods to top-up credit into the **Ookyo Wallet**:
 - i. via Maxis Pay using your Card or Online Banking
 - ii. Hotlink top-up tickets
 - iii. Share-a-top-up
 - iv. Ask-a-top-up
- c. You can hold a maximum amount of RM1000 of credit in the **Ookyo Wallet** at any time.

- d. Share-a-top-up and Ask-a-top-up allows you to request for credit transfer from other Ookyo and Hotlink users. Service charge for transfer may apply.
- e. Validity of credit in the **Ookyo Wallet** follows your **Ookyo Plan**. Hotlink top-up validity rules do not apply to credit topped-up or transferred into the **Ookyo Wallet**.
- f. During the **Active Period**, you are able to use the credit. During **Grace Period**, use of credit is suspended.

6.5. Google Play Rewards Wallet

- a. For purchases made in the **Ookyo App**, you are rewarded a percentage of your purchase amount, which shall be credited into your **Google Play Rewards Wallet**.
- b. Purchases of the following are eligible for Google Play Rewards credit: the **Ookyo Plan, Unlimited Add On, Pop Deal, Internet Add On** and **Voice & SMS**.
- c. Google Play Rewards credit can be accumulated and can only be spent in the Google Play™ Store.
- d. Validity of the credit in your **Google Play Rewards Wallet** follows your **Ookyo Plan**.
- e. You are responsible for setting up Direct Carrier Billing on your Google Play account in order to use credit in your **Google Play Rewards Wallet** for purchases in the Google Play™ Store.
- f. Ookyo credit and Google Play Rewards credit can be used in combination to make a purchase in the Google Play™ Store. Credit drawdown precedence is in order of Google Play Rewards credit followed by Ookyo credit.

6.6. Unlimited Add On

- a. **Unlimited Add On** provides zero-rated mobile data usage on defined app(s).
- b. Validity follows your **Ookyo Plan** unless specified otherwise.

- c. Quota is unlimited unless specified otherwise and is subject to **Fair Usage Policy**.
- d. Payment for **Unlimited Add On** will be deducted from your **Ookyo Wallet**.
- e. Purchase of **Unlimited Add On** is eligible for **Google Play Rewards**.

6.7. Pop Deal

- a. **Pop Deal** is a promotional offer that we provide every day via the **Ookyo App**.
- b. When a **Pop Deal** is announced, you have 24 hours to purchase it.
- c. Validity follows as specified in the product description. Your **Account** need to be in **Active state** to use the **Pop Deal**.
- d. Quota is as specified in the product description and is subject to **Fair Usage Policy**.
- e. Payment for **Pop Deal** will be deducted from your **Ookyo Wallet**.
- f. Purchase of **Pop Deal** is eligible for **Google Play Rewards**.

6.8. Internet Add On

- a. **Internet Add On** provides mobile internet quota for all browsing purposes applicable to all Maxis networks including 2G/3G/4G LTE.
- b. **Internet Add On** is stackable and you may purchase multiple passes. Whichever of the **Internet Add On** expires first shall have its quota entitlement exhausted first.
- c. Validity of **Internet Add On** follows as specified in the product description. Your **Account** needs to be in **Active state** to use the **Internet Add On**.
- d. Payment for **Internet Add On** will be deducted from your **Ookyo Wallet**.
- e. Purchase of **Internet Add On** is eligible for **Google Play Rewards**.

6.9. Voice & SMS

- a. **Voice & SMS** provides a bundle of Unlimited minutes and Unlimited SMS for all local networks.
- b. Voice calls made using the allocated minutes will follow a 30-sec charging block.
- c. **Voice & SMS** is stackable and you may purchase multiple passes.
- d. **Voice & SMS** is valid for 30 days upon purchase. It is not impacted by the validity of your **Ookyo Plan**.
- e. Payment for **Voice & SMS** will be deducted from your **Ookyo Wallet**.
- f. Purchase of **Voice & SMS** is eligible for **Google Play Rewards**.
- g. Local tariff rates as of September 2017 are RM 0.15/30-sec (all local network) and RM 0.15/SMS (all local network)
- h. For IDD rates you can refer to:
<https://www.hotlink.com.my/en/plans/call-overseas-idd/idd.html>

6.10. Roaming

- a. The rates outlined for the Service do not account for usages while on an overseas roaming network. Whilst roaming overseas, the Hotlink prevailing data roaming charges apply.
- b. You need a minimum credit balance of RM10 in your **Ookyo Wallet** to roam.
- c. Data Roaming Passes can be purchased via *100# when roaming.
- d. Voice Roaming charges follow Hotlink.
- e. You are responsible for regularly reviewing information on the **Hotlink roaming rates** at <http://www.maxis.com.my/en/personal/services/addons/idd-and-roaming/international-roaming.html#Hotlink and https://www.hotlink.com.my/content/hotlink/en/my->

hotlink/do-more-with-hotlink/roaming/roaming-data-pass.html

6.11. Invite Member

- a. **Invite Member** is a referral campaign where you are rewarded **Google Play Rewards** credit for referring friends.
- b. For you to be eligible for the referral rewards payout:
 - i. Your referred friends need to key in your unique referral code during their registration;
 - ii. Your referred friends need to maintain an **Active Account**; and
 - iii. You need to maintain an **Active Account**.
- c. Rewards payout amounts and payout scheduling is based on your total number of active referrals. This is calculated and awarded during your **Ookyo Plan** renewal.
- d. As of September 2017, the reward tiers are:-

Total Active Referrals	Total Rewards Payout	Payout Scheduling
1	RM 5	One-off
3	RM 20	(RM 5 x 4 months)
5	RM 100	(RM 10 x 10 months)

- e. You can receive the specific payout only once. E.g.: You have 1 active referral and have received the one-off RM 5 reward. If during your following **Ookyo Plan** renewal:
 - i. You have 1 active referral; you will not receive another one-off RM 5 reward.
 - ii. You have 2 active referrals; you will not receive another one-off RM 5 reward.
- f. If you initially meet the tier's eligibility but fall out and are still pending a payout, it will be paused until you meet the tier's eligibility again. E.g.: You have 3 active referrals and have received the first of four RM 5 reward. If during your following **Ookyo Plan** renewal:

- i. You have 3 active referrals, you will receive the second of four RM 5 reward.
 - ii. You reduce to 2 active referrals, we will pause the second of four RM 5 reward.
- g. If you initially meet the tier's eligibility, then exceed it, and are still pending a payout, you will receive all eligible rewards. E.g.: You have 3 active referrals and have received the third of four RM 5 reward. If during your following **Ookyo Plan** renewal:
 - i. You have 5 active referrals, you will receive final of four RM 5 reward and first of ten RM 10 reward.
- h. **Invite Member** ends after you have received all eligible rewards payouts.

7. USING THE UNLIMITED APPS, UNLIMITED ADD ON, POP DEAL AND INTERNET ADD ON

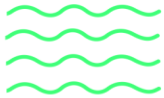
- 7.1. Use of apps covered in the **Unlimited Apps, Unlimited Add On(s) and Pop Deal** will be zero-rated if the **Ookyo App** is running on your **Mobile Device**, which you are using for the **Service(s)**. E.g. **The Unlimited Apps, Unlimited Add On and Pop Deal** only covers App A. If you use App A, any mobile data usage on this app will be zero-rated.
- 7.2. Use of apps covered in the **Unlimited Apps, Unlimited Add On(s) and Pop Deal** will not be zero-rated if the **Ookyo App** is not running on the **Mobile Device** which you are using the **Service(s)** on. Instead, it will consume data from any available **Internet Add On** quota.
- 7.3. Use of apps not covered in the **Unlimited Apps, Unlimited Add On(s) and Pop Deal** will not be zero-rated. E.g. **The Unlimited Apps, Unlimited Add On(s) and Pop Deal** only covers App A, App B, and App C. If you use App D, any mobile data usage on this app will not be zero-rated. Instead, it will consume data from any available **Internet Add On** quota.
- 7.4. Download of apps, even those covered in the **Unlimited Apps, Unlimited Add On(s) and Pop Deal**, will not be zero-rated. E.g. **The Unlimited Apps, Unlimited Add On(s) and Pop Deal** only covers App A,

App B, and App C. Any mobile data usage from downloading App A, B, or C will not be zero-rated. Instead, it will consume from any available **Internet Add On** quota.

7.5. For the **Unlimited Apps, Unlimited Add On(s) and Pop Deal**, whichever of them expires first shall have its quota entitlement exhausted first.



**Service Specific Terms
and Conditions (Ookyo App)**



The Ookyo App Service ("Ookyo App") is brought to you by Maxis Broadband Sdn Bhd ("Maxis") and provided to you subject to the terms and conditions set out herein. You acknowledge and agree that you have read and fully understood all these terms and conditions.

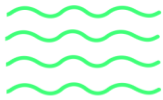
1. Ookyo App is a self-serve application whereby it allows you to access your Ookyo general account information such as account profile, purchases, etc., through your mobile device & is provided subject to Ookyo terms & conditions. These features may be changed by Maxis from time to time and as updated in the Ookyo App. Please refer to the Ookyo website (www.ookyo.com.my) for the latest version of Ookyo' terms and conditions. By accessing the Ookyo App, you agree to be bound by these Ookyo App terms & conditions (which may be amended from time to time) and the Ookyo terms and conditions as mentioned above. To enable us to provide Ookyo App to you, we will need to process and use your personal information/personal data. You expressly authorize and consent that Maxis may process and use your personal information/personal data for purposes necessary and related to Maxis' provision of Ookyo App services to you. Further details of Maxis' use and processing of your personal information/personal data is in accordance with Maxis' Privacy Statement at <http://www.maxis.com.my/en/privacy-statement.html> which shall form an integral part of these Ookyo App terms and conditions. You shall update Maxis as and when your personal information/personal data provided earlier to Maxis becomes incorrect or out of date, through our customer service channels as set out in Maxis Privacy Statement. "personal information"/"personal data" includes your information collected from you which is required for purposes of applying and registering for and provision of the Ookyo App to you, including but not limited to, any sensitive personal data and expression of opinion(s) about you.
2. Not all mobile devices support the Ookyo App. You should check whether your mobile device is compatible before using the OokyoApp.

3. Certain features of the Ookyo App may require the input of your email address/online ID or password registered in order to access or use the Ookyo App. You are solely responsible for the security, confidentiality & privacy of your email address/online ID, password & any data or information stored on your mobile device and/or for all the activities related to the Ookyo App. Maxis will not be liable for any damage, loss or leakage of the data or information resulting from unauthorized use of the Ookyo App or due to circumstances beyond Maxis' control.
4. You agree that all information you provide to Maxis to access the Ookyo App ("Registration Data") will be true, accurate, complete and current information and that you shall maintain and update the Registration Data as needed throughout the period of your use of the Ookyo App to keep it accurate and current. Failure to provide accurate, current and complete Registration Data may result in the suspension and/or termination of your access to the Ookyo App.
5. Certain features of the Ookyo App may require access to location services such as the cellular network & data connection in order to determine an approximate location of your mobile device. You may exercise choices in respect of the features of Ookyo App as contained in the settings of Ookyo App. Kindly refer to those features on your mobile application.
6. Any data retrieval or re-direction to other websites from the OokyoApp will incur mobile data charges.
7. If you use the Ookyo App overseas, additional roaming & mobile data charges will apply.
8. You expressly understand & agree that your use of the OokyoApp is at your own risk & that the Ookyo App is provided on an "AS IS" & "AS AVAILABLE" basis & we expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to fitness for a particular purpose & non-infringement and/or that the Ookyo App will be free from loss, corruption, attack, viruses, interference, hacking or other security intrusion or that the

Ookyo App will be affected by unforeseen circumstances or circumstances beyond Maxis' control.

9. Maxis, its related and affiliated corporations shall not be liable to you or your agents for any loss or injury or any direct, indirect, special, exemplary, consequential damages, or any damages whatsoever, whether in contract, negligence or in tort, you and/or any third party may suffer as a result of instructions or transactions transmitted via the Ookyo App after successful authentication whether or not such usage was authorised by you and/or arising out of or in connection with the Ookyo App and/or your or any other party's access and/or use of the Ookyo App.
10. You agree to defend, indemnify and hold Maxis, its related and affiliated corporations harmless from any claim or demand, loss and/or damage relating to or arising from:
 - a. your and/or third party (whether or not authorised by you) usage of the Ookyo App;
 - b. any violation by you of the Ookyo App terms and conditions; or
 - c. your violation of any rights of another through your usage of the Ookyo App.
11. Maxis may update or change these Ookyo App terms & conditions on the Ookyo website from time to time. You are responsible for regularly reviewing the current version of the terms and conditions for the Ookyo App and Ookyo website to obtain notice of any such changes. Your continued access into and usage of the Ookyo App shall be construed as you having accepted all such changes. All matters & disputes will be subject to our final decision.

**Service Specific Terms
and Conditions (Website and
Online Service)**



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

THIS **TERMS OF USE** SETS OUT THE BASIS ON WHICH YOU AGREE TO ACCESS AND USE THE **WEBSITE AND/OR ONLINE SERVICES** (COLLECTIVELY REFERRED TO AS THE “**SERVICES**”). AS SUCH, PLEASE READ THIS **TERMS OF USE** CAREFULLY.

1. Access and use

- 1.1. By viewing, accessing and using the **Services**, you agree to be bound by this **Terms of use** and the **Maxis Privacy Statement** (found at <https://www.ookyo.com.my/ookyotermsandconditions.pdf> and <http://www.maxis.com.my/en/privacy-statement.html>)
- 1.2. We are entitled, from time to time, to vary, add to or otherwise amend this **Terms of Use** or any part thereof without any liability. Please visit this **Website** periodically to determine any changes. The prevailing **Terms of Use** will be updated on our **Website**, which will apply and supersede all previous versions. Continued use of the **Services** following any changes constitutes an acceptance of those changes. If you do not accept this **Terms of Use** (including any changes), please discontinue your access to the **Services**.

2. Your Use of the Services

- 2.1. You are solely responsible for all acts or omissions that occur when using the **Services**. You equally agree to be bound by **Maxis’ Fair Usage Policy** (found at <https://www.ookyo.com.my/ookyotermsandconditions.pdf>). You are solely responsible for the content which you post or transmit through the **Online Services** and you acknowledge that **Maxis** is only the conduit for posting, distribution and transmission of data. You agree that:

- a. your use of the **Services** will only be for lawful purposes and not for any purpose against public interest, public order or national harmony and is in accordance with this **Terms of Use**;
- b. all **Content**, products or services transmitted or made available via the **Services**, are the sole responsibility of the person from which such **Content**, products or services originated;
- c. you are solely responsible for all **Content**, products or services you transmit or make available via the **Services** or on any website;
- d. by using the **Services**, you may be exposed to third party **Content**, products or services that may be defamatory, offensive, indecent, objectionable or illegal;
- e. you will not use the **Services** to publish defamatory, infringing, obscene or other unlawful material and post or transmit unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, privacy invading, sexual/racially offensive or otherwise objectionable material of any kind or nature;
- f. you will not use the **Services** to interfere with, damage, disrupt or unlawfully use or gain access to any service, equipment or computer network without due authorisation;
- g. you will not use the **Services** in a manner that results in distribution of viruses, trojan horses, worms, time bombs, cancelbots, or other similar harmful or damaging programming routines which are designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunication equipment;
- h. you will not use the **Services** to transmit "junk mail", "spam", "chain letters", or unsolicited mass distribution of email, or for any commercial purposes.
- i. you will not use the **Services** to impersonate any other person or to create a false identity.

- j. you will not develop restricted password-only access pages, or hidden pages or images (those not linked to or from another accessible page).
- k. you will notify **Maxis** immediately of any unauthorised use or any other breach of security.
- l. You will not engage in any activity, whether lawful or unlawful, which we solely determine, to be harmful to our customers, operations, reputation, good will or customers relation.
- m. You will not disrupt or undermine the security of the various networks and systems that are connected to the **Services**, or violate the regulations, policies, or procedures of such networks or systems. This may include any failure to update software use on your account or website that is known to be vulnerable to malicious activity or exploitation.
- n. to make or attempt any illegal or unauthorised access to any part or component of the **Services**, the network or any third party equipment, accounts, systems or networks to which you can connect through the **Services** directly or otherwise; or to carry out or attempt any activity that might be used as a precursor to an attempted system penetration (i.e. port, stealth, security or penetration scans or other information gathering activity) on **Maxis'** or its service providers' servers or network;
- o. You will not use the **Services** for any fraudulent, illegal or improper purposes or activities or to violate anybody's rights or in any way which may affect other users' enjoyment of or access to the **Services** or cause annoyance, harassment, irritation, inconvenience or anxiety to anyone, including advertising, facilitating, soliciting or otherwise engaging in ponzi schemes, pyramid schemes, denial of service attacks, pinging and mailbombing, fraudulently charging credit cards or pirating software;

- p. The **Services** involves access to, use of and exchange of information over the internet and you acknowledge that such access to, use of and exchange of information may not be secure. **Maxis** will not be liable to you if you suffer loss or damage as a result of the information not being secure.
 - q. You will comply with all applicable laws, rules and regulations and any instructions, notices, directions, requirements or restrictions which we may impose on the use of the **Services**;
- 2.2. You are required to provide accurate and complete information to us and inform us immediately of any changes in any particulars or information given to us, including but not limited to any changes in address and/or contact particulars;
- 2.3. You hereby agree that **Maxis** merely facilitates the **Services** for you to send multimedia messages and does not expressly or impliedly endorse, authorise or sponsor the messages sent by you. You hereby release **Maxis** from any liability, disputes, claims, demands and/or damages of any kind arising from or in any way connected to the use of the **Services**.

3. **Maxis' Rights**

- 3.1. **Maxis** may refuse, remove, modify or deny access to any **Content**, products or services which you transmit or make available via the **Services** or on any website, including without limitation such **Content**, products or services that may be or are alleged to be defamatory, offensive, indecent, objectionable or illegal or may have infringed any party's intellectual property rights. We shall not be responsible for determining the validity of any allegations in this regard.
- 3.2. **Maxis** is not responsible for the condition or **Content** of any third party sites which may be found on the **Services**. The link(s) are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement, authorization or sponsorship by **Maxis** of

those site(s) or the products or services provided there. You access those sites and use their products and services solely at your own risk. **Maxis** is not responsible for use or any transactions performed on those sites.

- 3.3. **Maxis** may deny access to or remove any third party **Content**, products or services that may be defamatory, offensive, indecent, objectionable or illegal or may have infringed any party's intellectual property rights, without notice to you.
- 3.4. Without prejudice to paragraph 3.3 above, **Maxis** may refuse, remove, modify, deny access to, suspend or terminate any third party **Content**, products or services which you may access, use or acquire via the websites, **Services**. **Maxis** and its **Related Corporations** will not be liable to you or any third party under this Clause 3.
- 3.5. **Maxis** does not guarantee that you will have access to the **Services** at all times. You may experience interruptions to the **Services** and **Maxis** will not be liable to you if you suffer loss or damage as a result of these interruptions. You access those **Content** and use their products and services solely at your own risk. In no event will **Maxis** be liable to you or anyone for any damage arising from or occasioned by the use of these third party **Content**.
- 3.6. If you post **Content** or submit material, unless we indicate otherwise, you grant **Maxis** a non-exclusive, royalty free, perpetual, irrevocable, fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant **Maxis** and sub-licensees the right to use the name that you submit in connection with such **Content**.
- 3.7. You represent and warrant that you own or otherwise control all the rights to the **Content** that you post; that the **Content** is accurate; that the use of the **Content** you supply does not violate the **Maxis** Fair Usage Policy and will not cause injury to any person or entity.

- 3.8. **Maxis** may establish general practices and limits concerning use of this **Services**, including without limitation, the maximum number of times (and the maximum duration for which) you may access the **Services**, in a given period of time.
- 3.9. **Maxis** reserves the right to investigate potential abuses and/or any abuse pursuant to your use of the **Services**. You are required to fully cooperate with any of **Maxis'** investigations in respect of these matters.
- 3.10. Any violation of the **Terms of Use** warrants immediate termination of your use of the **Services**.

4. Copyright and Trademark Notice

- 4.1. The **Content** in the **Services** are protected by copyright, trademarks and/or other intellectual property rights and other relevant laws of Malaysia. You may view the **Services** and use its **Content** for personal and non-commercial purposes. Any **Content** on the **Services** may not be reproduced, distributed, transmitted, published, displayed, broadcasted, stored, adapted, licensed, altered, hyperlinked or otherwise used in any manner or by any means without **Maxis'** prior written consent. You may not, without **Maxis'** prior written consent, insert a hyperlink to the **Services** (or any part thereof) on any other website.
- 4.2. You may not frame or utilise framing techniques to enclose any **Content**, trademark, logo, or other proprietary information (including images, text, page, layout, or form) of **Maxis** without express consent. You may not use any meta tags or any other "hidden text" utilising names, logos or trademarks belonging to **Maxis** without express consent of **Maxis**.
- 4.3. No license or rights are granted to you and your access or use of the **Services** should not be construed as granting, by implication, estoppel or otherwise, any license or right to use the trademarks, trade names, logos, or service marks without **Maxis'** prior written consent.

- 4.4. The compilation (including but not limited to the collection, arrangement, and assembly) of all **Content** on the **Services** is the exclusive property of **Maxis** and protected by copyright. All software used on the **Services** is the property of **Maxis** or its software suppliers and protected by copyright.

5. Personal Information

- 5.1. You confirm that you have read and agree with the Maxis Group Privacy Statement set out at <http://www.maxis.com.my/en/privacy-statement.html>

6. Breach of Term, Termination and/or Suspension

- 6.1. **Maxis** reserves the rights to restrict, suspend or terminate your account or your access to the **Services**.
- 6.2. Nothing contained in this **Terms of Use** shall be construed to limit our actions or remedies in any matter and we reserve at all times all rights and remedies available to us at law.
- 6.3. **Maxis** shall not be liable for any failure to perform its obligations herein caused by 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, 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 **Maxis'** network or any cause outside **Maxis'** reasonable control.
- 6.4. **Maxis** reserves the right to modify for any reason whatsoever or suspend or terminate (temporarily or permanently) the **Services** at

any time and from time to time with or without notice. You agree that Maxis shall not be liable to you or to any other party for such modification, suspension or termination of the **Services**.

- 6.5. Any breach or attempted breach to compromise **Maxis'** and/or any other party's network security is prohibited and may result in criminal and/or civil liability.

7. Password Confidentiality

- 7.1. We are committed to safeguarding your privacy online. We have taken steps to ensure that reasonable measures have been put in place to prevent unauthorised access, disclosures, loss or thefts of personally identifiable information collected and transmitted through the **Services**.
- 7.2. You may be required to register and provide personal details in order to access certain **Online Services**. In such circumstances, you may be required to enter your password every time you access the **Online Services**. You are responsible for maintaining the confidentiality of your password and/or user authentication and for restricting access to your computer, and you agree to accept responsibility and liabilities for all activities that occur under your password and/or user authentication, whether authorised by you or not. You undertake to observe all security measures prescribed by **Maxis** concerning your password or generally in respect of the access and use of the **Services**. Should you have any reason to believe that your password has been misused and/or compromised whether by theft, fraud or otherwise, you shall inform **Maxis** immediately after becoming aware of the same and you will proceed to change your password.
- 7.3. **Maxis** shall not be liable for any loss or damage which you and/or any third party suffers or may suffer as a result of instructions or transactions transmitted via the **Services** after successful usage of your password whether or not such usage was authorized by you.

- 7.4. You shall keep **Maxis** fully indemnified against all loss or damage which **Maxis** suffers or may suffer in connection, whether directly or indirectly, with usage of your password whether by you or any third party, authorized or otherwise.
- 7.5. **Maxis** reserves the right to invalidate or suspend your password at any time without being obliged to offer you any explanation or prior notice. **Maxis** shall not be liable for any loss or damage which you may suffer as a result of such invalidation and/or suspension.
- 7.6. **Maxis** reserves the right to discontinue the password accessing system with respect to the **Services** at any time, without prior notice. **Maxis** shall not be liable for any loss or damage which you may suffer as a result of such discontinuation.

8. Liability

- 8.1. 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, tort (including negligence) or otherwise in respect of any claim brought by you or by 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 **Services**, 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.
- 8.2. By accessing and using the **Services**, you agree to waive and hold **Maxis** and our respective personnel and/or suppliers harmless from any claims relating to any action taken by **Maxis** and our respective

personnel and/or suppliers including the conduct of an investigation, issuance of a warning, refusal, removal, modification or denial of access to **Content**, products or services, suspending or terminating the **Services**, or other appropriate action in relation to any suspected or alleged breach of this **Terms of Use**.

- 8.3. Without prejudice to the foregoing, where a court or an arbitrator holds or finds **Maxis** and our respective personnel and/or suppliers liable to you for any breach or default, you agree that the amount of damages payable by **Maxis** and our respective personnel and/or suppliers to you will not at any time exceed the sum of RM500.00.

9. Disclaimer

- 9.1. The **Services** (including the information, names, images, pictures, logos and icons regarding or relating to **Ookyo**, its products and services or to third party products and services (if any)) is provided on an "as is" and "as available" basis and **Maxis** makes no express or implied representation or warranties in relation to the **Services**, any property or information in or any transaction performed through the **Services** including but not limited to:
- a. all warranties of safety, legality, merchantability, satisfaction, fitness for purpose, title, non-infringement and compatibility of the **Services**;
 - b. the security, availability, accessibility, timeliness, error-free and uninterrupted use of the **Services**;
 - c. the truth and accuracy of the **Content** or subsequent modifications thereto;
 - d. the actions and omissions of users whether occurred on or outside the **Services** ;
 - e. any deletion, non-delivery or failure to store any user communications or personalised settings;

- f. the inability to use the **Services** or inability to receive any messages received or transactions entered through the **Services**;
 - g. the accuracy and reliability of results obtained from the use of the **Services** and that any errors in the software will be corrected;
 - h. any implied warranty arising from the course of dealing or trade; and
 - i. any obligation, liability, right, claim in tort or otherwise whether or not arising from the negligence of **Maxis**
- 9.2. To the full extent permitted by law, **Maxis** disclaims any and all such warranties.
- 9.3. In no event shall **Maxis**, their respective agents and representatives, suppliers, vendors or merchants who have a presence on the **Services** be liable to you or anyone else for any loss or injury or any direct, indirect, special, exemplary, consequential damages, or tortious action, arising out of or in connection with your access, use of, or your inability to access or use the **Services**.

10. Indemnity

- 10.1. You agree to indemnify **Maxis**, our affiliates, service providers, employees, directors and agents in full against all claims, damages, losses, liabilities, expenses, demands, actions, penalties and costs, arising out of or in connection with your access or use of the **Services**, your negligence, or any omission, act or breach of this **Terms of Use** by you or any other persons using your account (whether or not expressly authorised by you).

11. Assignment

- 11.1. You are not permitted to assign or novate any, or any part, of your rights and/or obligations under the **Terms of Use** to any party, without our prior written consent.
- 11.2. You agree and consent that we may assign any, or any part, or all, of our rights under the **Terms of Use** to our **Related Corporations** or any third party by notice in writing to you.
- 11.3. You further agree and consent that we may novate any, or any part, or all, of our rights and/or obligations under the **Terms of Use**, or the **Terms of Use** 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 **Services** will be deemed as your consent to continue with the **Services** after such novation.

12. Notices

- 12.1. Any notices or consents to be given to you may be given in such manner as **Maxis** deems fit (including any electronic means) and will be deemed received if hand delivered or posted to your last known address or faxed to your last known fax number or sent to your electronic mail address. Any notices which you give to **Maxis** must be sent in writing to Consumer Business, Level 22, Menara Maxis, Kuala Lumpur City Centre, 50088 Kuala Lumpur (and a copy to our Legal Department, Level 21, Menara Maxis, Kuala Lumpur City Centre, 50088 Kuala Lumpur) or to any other address as notified by us from time to time. Any notice to be given according to this **Terms of Use** will be deemed to be given:-
 - a. if sent by pre-paid registered post, on the second business day after the date of posting;
 - b. if by ordinary post, on the fifth business day after the date of posting
 - c. if hand delivered, upon delivery;

- d. if sent by fax, upon notification that the message was successfully transmitted in its entirety; and if sent by email, on the date the email was recorded as sent in the e-mail.

13. Governing Law

- 13.1. By accessing and using the **Services**, you agree that such access and/or use, as well as this **Terms of Use** shall be governed by and construed in accordance with the laws of Malaysia and you agree to submit to the exclusive jurisdiction of the Malaysian courts.

14. General Terms

- 14.1. The use of the **Services** is subject to this **Terms of Use** and such other terms and conditions as may be agreed or accepted by you (collectively referred to as “Maxis’ Agreement”). If there is any conflict or inconsistency between the Maxis’ Agreement and this **Terms of Use**, such conflict or inconsistency will be resolved in a manner most favourable to **Maxis**. However, if such conflict or inconsistency cannot be so resolved, the **Maxis** Agreement will prevail over this **Terms of Use**.
- 14.2. This **Terms of Use** shall have effect only to the extent not forbidden by law. For avoidance of doubt, it is agreed and declared in particular, without limitation, that nothing herein shall be construed as an attempt to contract out of any provisions of the Consumer Protection Act 1999, if and where the said Act is applicable.
- 14.3. No delay or indulgence by **Maxis** in enforcing any terms or conditions of this **Terms of Use** nor the granting of time by **Maxis** to you shall prejudice the rights or powers of **Maxis** nor shall any waiver by **Maxis** of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.

14.4. If any part of the **Terms of Use** should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which this **Terms of Use** are intended to be effective, then to the extent and within the jurisdiction which that term or condition is illegal, invalid or unenforceable, it shall be severed and deleted from the **Terms of Use** and the remaining **Terms of Use** hereof shall survive, remain in full force and effect and continue to be binding and enforceable. The **Services** may be accessed throughout Malaysia and overseas. **Maxis** makes no representation that the content of this **Services** complies with the laws (including intellectual property laws) of any country outside Malaysia. If you access the **Services** from outside Malaysia, you do so at your own risk and are responsible for ensuring compliance with all laws in the place where you are located.

14.5. You must also:

- a. cease to utilize the **Services** or any part thereof for such period as may be required by **Maxis**.
- b. not use the **Services** to cause embarrassment, distress, annoyance, irritation or nuisance to any person.
- c. comply with all notices or directions relating to your use of the **Services** as we may see fit to issue from time to time or if we have reason or cause to suspect that you are not complying with your responsibilities and obligations under this **Terms of Use**.
- d. at all times keep the personal identification and password created confidential and not release the password to any person.

Definition

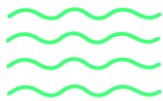
The following terms have the following meanings in this **Terms of Use**:-

- **Content(s)** means certain information including but not limited to text, sounds, music, software, photographs, videos, data, graphics, images, logos, button icons, audio clips, messages, links, listings or other materials placed on the **Services**.

- **Maxis** refers to Maxis Mobile Services Sdn Bhd (Co. No.:73315-V) and/or Maxis Broadband Sdn Bhd (Co. No.:234053-D), company incorporated in Malaysia under the Companies Act, 2016 having its registered address at Level 21, Menara Maxis, Kuala Lumpur City Centre, off Jalan Ampang, 50088 Kuala Lumpur, Malaysia and/or its **Related Corporations**, as may be applicable, and includes their successors, assigns, employees and agents.
- **Online Services** means any functions, features, access to and use of the internet, internet information and/or other services, various service and communication channels and facilities through the internet, or communication facilities or services made available by **Maxis** from time to time subscribed or to be subscribed by you in connection with the **Online Services**, through the **Services**, which includes but is not limited to, online transactions, messaging services, single sign on, online transactions, search engines, automated services, e-commerce facilitators, chat, discussion groups and/or e-mails; and any products and/or services offered by **Maxis**. The list of **Online Services** may be updated and amended by **Maxis** from time to time, in respect of which you shall be bound to this **Term of Use** for access to and usage of the new **Online Services**.
- **Related Corporations** means the related corporations as defined under the Companies Act, 2016.
- **Services** includes **Ookyo' Website** and/or **Online Services**.
- **Terms of Use** refers to these terms and conditions which govern the relationship between you and **Maxis** for the use of the **Services** to which you are granted permission to access.
- **Website** means the **Ookyo** website (www.ookyo.com.my), **Maxis'** website (www.maxis.com.my) and/or such other **Maxis'** website, which is subject to change from time to time.
- **You and Your** refers to the person or entity accessing and using the **Services**.



**Service Specific Terms and
Conditions (RM5 Google Play
Purchase Promo)**



GENERAL – RM5 Google Play Purchase Promotion

1. The RM5 Google Play Purchase Promotion (“RM5GooglePlayPromo”) is provided by Maxis Broadband Sdn Bhd (‘Maxis’) and is open to all Maxis Prepaid (Hotlink & Oookyo) and postpaid subscribers who:
 - a. Participants below the age of 18 years must obtain written parental consent to participate, a copy of which is to be made available to Maxis upon request at any time. In the event the parent of the participant (“Parent”) allows the participant to use this service, the Parent acknowledges and agrees that these terms and conditions shall be binding upon the Parent. Participants of this Service shall mean the person who is registered to utilise the service, and shall be subject to proof of eligibility and suitability requirements as stipulated within these Terms and Conditions and as determined by Maxis;
 - b. Maintain an active Hotlink, Oookyo or Maxis account in order to utilize the service. The account must not be suspended or terminated for any reason whatsoever during the usage of the service.
2. The sale is applicable only during the promotion period starting 0000hours, from 01 June 2018 up until 2359 hours, 31 July 2018 only. Transactions before or after the promotion period will not be entertained.
3. By participating in the RM5GooglePlayPromo, you agree to be bound by the Terms & Conditions contained herein. In addition to these Terms & Conditions, the terms and conditions applicable for the use of the Content and/or Service, including terms and conditions for the use of the relevant Content and/or Service as set out on <http://www.hotlink.com.my/en/tnc.html> shall apply. Failure to comply with any applicable terms, conditions, rules, regulations, instructions or methods shall result in the Participant being disqualified from the RM5OFF.
4. Each participant is only entitled to RM5GooglePlayPromo upon 1st transaction on Google Play via ‘Maxis-Hotlink-Oookyo Billing’ being made once during the promotion period. Users who have transacted via the above mentioned payment method before the promo period is strictly not eligible.
5. While all due diligence has been taken to ensure participants receive 100% of the RM5GooglePlayPromo is fulfilled, Maxis shall not be held responsible

for any shortfall in the additional amount or losses to participants as a result from participating in this promotion.

6. By participating in the promotion, you agree that in the event of a dispute, Maxis' decision will be final and further disputes of the matter will not be entertained.
7. All purchases made via Maxis-Hotlink-Ookyo Billing are non-refundable. This applies to both the paid and the free amount. In the event a refund is made on after receiving discount, Maxis reserves the right to charge users the full purchase price to including discounted amounts.
8. All promotions and freebies listed above are subject to change without any prior notice at Maxis' discretion and may be replaced with an item of similar or lesser value. Any complaints or requests will strictly not be entertained.
9. Users who transact via their credit and debit cards will not be entitled to the RM5GooglePlayPromo.
10. The promotion shall in all respects be governed by the laws of Malaysia. However, it shall be the participants' sole responsibility and obligation to ensure that the participants comply with and do not contravene with any laws to which the participants may be personally subject to.
11. Maxis reserves the right-
 - a. to change, amend, revise, supplement, delete, vary or add to these Terms & Conditions without prior notice at any time and the participant shall be bound to such changes, amendments, revisions, supplements, deletions, variations or additions;
 - b. at any time, change any aspect of the service (including the rebates and discontinuing the service) without prior notice; and
 - c. at its sole discretion to cancel, suspend, modify or delay the service in the event of unforeseen circumstances beyond its reasonable control. By continued usage of this service, the participants' will be deemed to have accepted any changes, amendments, revisions, supplements, deletions, variations or additions.
12. In no event shall Maxis, Google, Google Play, its related and affiliated corporations, sponsors, agencies and representatives be liable to the participant or to anyone else for any loss or injury or any direct, indirect, special, exemplary, consequential damages, or any damages whatsoever,

whether in contract, negligence or in tort, arising out of or in connection to the service and the rebates including (without limitation) any cancellation or postponement of the campaigns.

13. Maxis nor Google shall not be liable to the participants or for any other party for any loss or damage of whatsoever nature suffered by a participant or such other party as a result of usage or non-usage of the service or as a result of any act or omission on the part of Maxis.
14. Maxis nor Google is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, participant or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet.
15. Maxis and Google Inc reserves the right, in its sole discretion, to bar any participant that is found or suspected of tampering with the RM5GooglePlayPromo process, the operation of this promotion or to be in violation of these Terms and Conditions. Maxis reserves the right to bar any participant and/or to forfeit any rebate from a participant it believes has undertaken fraudulent practice and/or activities or other activities harmful to this Promotion. Fraudulent activities are deemed to include but not be limited to any act of deceit and/or deception and/or cheating.
16. By participating and using the RM5GooglePlayPromo and Service, you agree to indemnify Maxis, Google Inc, its subsidiaries their staff, management, partners, associates, vendors and affiliates from any liability towards you and/or any other party.
17. The RM5GooglePlayPromo is co-sponsored by Google as an exclusive promotion for Maxis, Hotlink and Ookyo subscribers. Participants who provide their information to Maxis and Google will be subject to Maxis's and Google's privacy notice and statement.

PERSONAL INFORMATION/PERSONAL DATA

1. The personal information/personal data supplied by participants when participating in the RM5GooglePlayPromo and using the Service will be used by Maxis in accordance with its privacy policy in the Maxis Group Privacy Statement. Please refer to the Maxis Group Privacy Statement by

visiting the website (at www.hotlink.com.my/pdpa) for information provided while participating and using the Service is an agreement to be bound by that privacy policy, which shall form an integral part of these Terms and Conditions.

2. The personal information/personal data collected may be used in future by Maxis to provide participants with further information about similar campaigns and information in relation thereto, which participants may opt out of by informing Maxis of the participant's decision to do so. Participants' personal information/personal data is subject to the safeguards concerning privacy and security of data as set out in the Maxis Group Privacy Statement and the Personal Data Protection Act 2010.
3. Participants shall ensure that all personal information/personal data provided to Maxis are accurate and correct at the point of submission and that Maxis is kept informed and updated of any change in their personal information/personal data.