

BY SIGNING OR ACCEPTING THE SERVICE ORDER (IN THE MANNER AS WE HAVE DETERMINED), CUSTOMER IS DEEMED TO ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL THIS GENERAL TERMS. THIS GENERAL TERMS APPLY TO ALL SERVICES SUBSCRIBED BY YOU (UNLESS OTHERWISE PRESCRIBED IN A SERVICE SCHEDULE), AND WITH THE APPLICABLE SERVICE SCHEDULE, SERVICE ORDER FORM, ORDER DETAIL FORM AND ANY OTHER DOCUMENT AS MAY BE DETERMINED BY ALLO, TOGETHER FORMS THE ENTIRE AGREEMENT WITH ALLO.

ALLO and the Customer shall collectively be referred to as the "**Parties**" and individually be referred to as "**Party**".

## 1. GENERAL

- 1.1 **Digitally Signing.** In addition to the conventional method of indicating your acceptance of the Service Order or SAT Form or any other document by signing a printed version thereof at the appropriate place, you may also do so by (i) clicking on the "I Accept" button where indicated in our website, (ii) using a stylus-pen to sign on a portable digital device (such as a tablet or other portal electronic device) your signature or (iii) such manner as we may prescribed at our website periodically. If the Customer is a legal entity, unless you inform us otherwise, you are deemed to have represented that the individual indicating acceptance on your behalf is permitted by you to do so, and you are estopped from denying such representation.
- 1.2 **Your Account.** Upon acceptance of the completed Service Order or electronic order by ALLO we will create an account, and assign an account number. This account number identifies you as our customer in our system and in all communications, correspondences and invoicing from us to you. You will have one account number with us and it will be used for all services subscribed by you and it identifies you as our customer. If you already have an account number assigned by us, no new account number will be assigned. A change of account number is not the issuance of a new and independent account identifier.

## 2. THE SERVICE

- 2.1 The Service that you subscribed is as indicated or specified in the Service Order, Order Detail form and described in the applicable Service Schedule. The applicable Service Schedule contains terms that governs and are specific to that Service and does not apply to other services that may be subscribed. Different Service Schedules will apply to different services that are subscribed. Each service subscribed is a separate and independent contract between the Parties.
- 2.2 Unless otherwise specified in or modified by the applicable Service Schedule, this General Terms shall apply to and govern the rights and obligations of the Parties.

## 3. PROVISION OF SERVICES

- 3.1 **Preconditions to Provisioning.** After the Service Order is accepted by ALLO and Customer has paid the required deposits, registration fee, one-time charge and any third party's one-time charge that may be imposed pursuant to or specified in the Service Order or the Service Schedule and invoiced by ALLO, ALLO shall, subject to the terms in the applicable Service Schedule, carry out and complete the works to provision the Service by the CRD stated in the Service Order and perform the requisite SAT, subject to Clause 3.3 below.
- 3.2 **Service Acceptance Test.** The Customer shall carry out all necessary preparation and works (as specified in

the applicable Service Schedule) and render all assistance and co-operation required by ALLO to facilitate the service acceptance tests. Upon completion of the provisioning works in respect of a Service, and subject to this Clause 3.1, ALLO shall carry out the SAT for each Service subscribed. Once the SAT is satisfactorily completed, ALLO shall provide the SAT Form that (i) certifies that the Service is ready for Customer's use, (ii) specifies the commission or activation date, and (iii) such other relevant particulars to the Customer. Customer is to sign and return the SAT Form to ALLO within 7 working days of its receipt, failing which the Customer shall be deemed to be satisfied with the SAT and accepts the Services and the service commencement date ("**SCD**") of the Service, is deemed to be the commission or activation date as specified in the SAT Form.

- 3.3 **CRD Revision.** ALLO may revise the CRD if the original CRD cannot be met due to circumstances beyond ALLO's control, ALLO experiencing delays in performing its works or if you delay or do not perform your obligations as specified in the applicable Service Schedule. The applicable Service Schedule may specify additional grounds for the revision of the CRD whether by ALLO or by you.

#### 4. CUSTOMER'S RIGHT TO USE THE SERVICE

- 4.1 **General.** Unless otherwise expressly agreed in writing or as specified in the applicable Service Schedule, Customer may use the Service in accordance with Applicable Law and for its own use only, and is neither permitted to sell, resell, hire, lease (including sub-lease), licence (including sub-licence), rent, offer, provide or sub-provision the Service, the Service Equipment or any portion thereto whether for consideration or otherwise to any third party nor use the Service for any fraudulent, unlawful, illegal or improper purpose or in breach of any applicable laws and regulations (local and international).
- 4.2 **Service Modifications.** Unless otherwise specified in the applicable Service Schedule, no alteration or modification of the Service, at any time during the Initial Service Term, which reduces or downgrades the Service is permitted. If the Customer requires any upgrade to the subscribed Service, which includes subscription of value added services provided by ALLO, ALLO will provide a quotation to the Customer, and if the Customer agrees, the Customer shall execute a new Service Order form. If the value added service is dependent on the continuation of the existing Services being subscribed by Customer, then the Initial Service Term of existing Services shall be extended by the difference between the original Initial Service Term and the period the value added service is to be provided calculated by reference to the SCD of the existing Service and that of the value added service. Such extension of the Initial Service Term is not a renewal but is an increase of the Initial Service Term. A change will restart the Initial Service Term from the new SCD.
- 4.3 **Service Monitoring.** The Service provided will be subject to lawful intercept and/or monitoring as may be required by the country's regulatory and law enforcement agencies where the Service Location(s) is at pursuant to the Applicable Law, and ALLO will have to ensure that such requirements are in full compliance according to the Applicable Law, and Customer hereby consents to such lawful intercept and/or monitoring activities.

#### 5. INITIAL SERVICE TERM & RENEWALS.

- 5.1 **Initial Service Term.** Customer agrees that the Service is for the Initial Service Term as specified in the Service Order (or in the applicable Service Schedule) which starts from the SCD.
- 5.2 **Renewals.** The applicable Service Schedule shall determine how renewals are to be undertaken for each Service type.

## 6. CHARGES, INVOICING & PAYMENT

- 6.1 **Scope of Charges.** Unless otherwise specified in the applicable plan, Service Order or Service Schedule, the charges may include a registration fee, deposit, one-time charge, Monthly Recurring Charge and third party service and/or recurring charges (“**Charges**”) which are as indicated and detailed in the Service Order. All Charges exclude applicable VAT or service taxes (as may be imposed by law from time to time). If any withholding tax is applicable to a Customer making payment to ALLO for the Service, then the Customer shall gross up the Charges such that ALLO receives the full Charges net of withholding tax.
- 6.2 **Deposits.** If you are required to pay a deposit to us (as may be specified in the applicable plan, Service Schedule or the Service Order, then the following conditions shall be applicable:
- (a) The deposit paid by you is as security for the due observance and performance by you of the provisions of the Agreement.
  - (b) The deposit amount shall be maintained at such sum as may be specified in the Service Order (and in default as specified in the applicable Service Schedule) for so long as you continue to subscribe for the Service
  - (c) The deposit shall not, without our prior written consent, be deemed to be or treated as payment of the Charges.
  - (d) No increase in the deposit is required if the Charges are increased, unless otherwise specified in the applicable Service Schedule.
  - (e) We shall refund the deposit to you within thirty (30) days from the date of expiry, termination or cessation of the Service, after deducting any unpaid invoices, outstanding Charges, Balance Charges, Cancellation Costs (if applicable) and/or Termination Charges (if applicable) due from the Customer to us under this Agreement free from any interest.
  - (f) All refunds will be by way of cheque and sent to your last known address in our system. Should such cheque be returned undelivered and after the expiry of twelve (12) months you shall be deemed to waive your right to receive the deposit and authorise us to retain the deposit for our own use absolutely.
- 6.3 **Invoicing.** ALLO shall issue a tax invoice to the Customer for the Charges and the Customer shall pay and continue to pay the Charges by the Due Date stated in the invoices EXCEPT if the Service is interrupted or suspended due to Clauses 7.1(a) or a Force Majeure Event only. Notwithstanding anything to the contrary, the Customer acknowledges and agrees that its obligation to pay all Charges due and payable shall not be waived, absolved or diminished by virtue of its failure or neglect to check, enquire, understand and ascertain the nature of Services subscribed or used by the Customer and the applicable charges associated with such Services, and you further acknowledge that it shall be your responsibility to request from ALLO the invoices it has not received for any given billing period. If the Customer fails to pay the invoice by its Due Date, ALLO may impose a late payment charge for such unpaid invoices at the rate not exceeding 18% per annum calculated on a monthly rest from the Due Date until full settlement. It is Customer’s responsibility to request for invoices from ALLO that it has not received. The Customer shall be responsible for all reasonable costs incurred by ALLO in the collection of any overdue amount.
- 6.4 **Auto-Debit Payment Service.** If the APS is available to you, and you indicate that you wish to subscribe for the APS, then the terms set out in the Auto-Debit Payment Schedule which is available at our website, shall be applicable in addition to this General Terms.
- 6.5 **Billing Cycle.** On or after the SCD, ALLO may invoice the Customer for the periodic recurring charges according

to the applicable billing cycle in the Service Order.

- 6.6 **Bank Charges.** All payments made to ALLO shall be free and clear from all bank and service charges, and without deduction, set off or counter claim and the full invoiced amount is to be received by ALLO in discharge of Customer's payment obligations.
- 6.7 **Invoice Dispute.** Unless otherwise specified in the applicable Service Schedule, all *bona fide* disputes concerning an invoice are to be raised in writing by Customer within 30 days of the date in the invoice identified as "*statement date*", and shall specify the amount disputed, the reasons for disputing the amount and provide documentary records supporting the reasons. Customer shall pay all amounts in an invoice which are not in dispute by the Due Date. Upon receipt of the dispute, ALLO shall promptly investigate the dispute, and either issue a revised invoice if the dispute is justified or not. If a revised invoice is issued, Customer shall pay the revised invoice within 14 days. If a revised invoice is not issued, Parties shall promptly resolve the dispute in good faith.
- 6.8 **MRC on Renewal:** This Clause 6.8 shall only be applicable if it is expressly stated to be applicable in a Service Schedule. If a Service Schedule is silent or does not state that this Clause is applicable, then for the avoidance of doubt, this Clause will not be applicable as between the Parties. The following are the terms applicable to revising the MRC on the renewal of the Initial Service Term:
- (a) On the start date of the Renewed Service Term, the MRC shall be increased to an amount (the "Adjusted Recurring Charge") determined by multiplying the MRC (as at the end of the Initial Service Term) by a fraction, the numerator of which shall be the "SPPI," as defined below, for the period just prior to commencement of the Renewed Service Term as published by the Malaysia Department of Statistics, and the denominator of which shall be the SPPI for the period 2010. In no event will the Adjusted Recurring Charge exceed ten percent (10%) of the MRC.
  - (b) If the increase of the Adjusted Recurring Charge is 1% or less, than ALLO will not apply the Adjusted Recurring Charge and Customer will continue to pay the MRC that is specified in the Service Order.
  - (c) If the result is that the Adjusted Recurring Charge is less than the MRC during the Initial Service Term, no downward adjustment shall be made, i.e., the MRC during the Initial Service Term shall continue to apply and be paid for the duration of the Renewed Service Term.
  - (d) The Adjusted Recurring Charge shall commence from the anniversary of the SCD and apply until the expiry of the Renewed Service Term.
  - (e) ALLO shall notify Customer of a SPPI increase pursuant to the above calculation by delivering a written statement setting forth the index for the base SPPI year, the index for the applicable comparison SPPI year, the percentage SPPI increase, and the Adjusted Recurring Charge payable by Customer. As used in this Paragraph, the term "SPPI" shall mean the Malaysia Department of Statistics, Services Producer Price Index for (sub-sector Information and Communications), 2010 = 100, available at [www.dosm.gov.my](http://www.dosm.gov.my).

## 7. SERVICE INTERRUPTIONS & SUSPENSION

- 7.1 **Interruption.** ALLO does not warrant that the Service is error-free, provided without interruption or fault. Further if (a) for emergency, operational reasons or it is technically necessary to do so; (b) a Force Majeure Event occurs, (c) a disruption occurs due to acts of third parties (e.g. DDOS attacks etc.); then the Service may be interrupted. If you are aware, you ought to notify ALLO of such interruption; and if we are aware we shall notify

you of the same via our website. ALLO shall restore the affected Services as soon as reasonably practicable upon the cessation of the above events.

**7.2 Suspension.** If

- (a) Charges or any invoice remains unpaid or outstanding for this or any other Services that are subscribed by you (including if you withhold any payments, persistently or repeatedly fails to make payment on the Due Date of the invoices),
- (b) a Service Location is to be vacated,
- (c) a Force Majeure Event occurs,
- (d) Clause 7.1(a) applies,
- (e) your use of the Service is not in accordance with Applicable Law,
- (f) ALLO is requested or directed by an appropriate national authority to do so or
- (g) Customer's IP address is under a distributed denial of service attack directed towards the Customer's IP address or addresses connected to ALLO' network that, in ALLO' reasonable judgment, causes ALLO to believe that the Customer's network may be compromised by being inundated with nefarious or bogus data traffic, thereby denying service to the Customer's systems connected to ALLO's Network, then ALLO may suspend a Service either after notifying the Customer at least five (5) days before doing so, except in cases of (c) to (g) above, where ALLO will try to give at least 24 hours verbal prior notice to Customer. ALLO may reconnect a suspended Service once the event ceases.

**7.3 Liability to pay invoices.** Notwithstanding Clause 7.1 or 7.2 above, you shall remain liable to pay to ALLO all applicable Charges during the period of interruption, suspension or loss of Service(s) or any part thereof.

**8. TERMINATION**

**8.1 Termination by Customer.** Customer may immediately terminate the Service or the Agreement if (a) ALLO is in breach of its obligations herein and/or under the Service Schedule and (b) the Customer has issued a notice requiring ALLO to remedy the same within 30 days and ALLO has failed, neglected or refused to do so.

**8.2 Termination by either Party.** Either Party may terminate this Agreement immediately in writing if (a) an order is made or an effective resolution is passed for the winding up, dissolution or bankruptcy of the other Party, or for the reconstruction and amalgamation of the other Party otherwise than pursuant to section 366 Companies Act 2016 or similar proceedings under any Applicable Law; (b) a receiver, receiver and manager, judicial manager, provisional liquidator, liquidator, trustee in bankruptcy or like official is appointed over the whole or substantially the whole of the undertaking of the other Party; (c) the other Party shall make any arrangement for the benefit of or enter into any arrangement or composition agreement with its creditors; (d) a holder of an encumbrance takes possession of the whole or substantially the whole of the property of the other Party; (e) execution is levied against the assets or undertaking of the other Party; and a claim may be made accordingly or (f) the other Party shall have infringed or violated any law or regulation pertaining to the use of the Services and such Party has failed, neglected or refused to remedy such an infringement or violation within the time frame stipulated by the relevant authority.

**8.3 Termination by ALLO.** Without prejudice to any other right or remedy, ALLO may immediately terminate this Agreement if either (a) after the expiry of 14 days of a demand for payment by ALLO for any outstanding invoices or Charges in arrears has been issued, and the Customer has not paid the sum demanded; (b) Customer is in breach of Clause 4 or any material term in this General Terms and has not remedied the same to the reasonable

satisfaction of ALLO by the date specified in a prior written notice issued by ALLO; (c) after the SCD, the Customer is in default of any of its obligations as set out in the applicable Service Schedule, and the Customer has failed, neglected or refused to remedy such defaults after receipt of a notice from ALLO to do so by the date specified in such notice; (d) Customer has breached any agreement it may have entered into with an Affiliate and has failed to rectify and remedy such breach to the reasonable satisfaction of that Affiliate; (e) ALLO is in receipt of a direction, order or notice issued by an appropriate authority (being SKMM or PDRM or the Government of Malaysia, as the case may be) either requiring ALLO to terminate the provision of the Service to the Customer, suspend the Service or declaring that the use of the Service is contrary to the Applicable Law; or (f) the Customer shall infringe or violate the Applicable Law pertaining to the use of the Service and has failed, neglected and/or refused to remedy the infringement or violation within the time frame stipulated by the relevant authority.

- 8.4 **Termination for Force Majeure.** If a Force Majeure Event occurs and continues for 30 continuous days, then either Party may in writing terminate the Service Order without any liability to each other, save for antecedent breaches and neither Party shall be liable for any breach, failure or delay in performance of its obligations pursuant to or of these terms (excluding Customer's payment obligations), death or personal injury suffered.
- 8.5 **Termination Notices to be in writing.** Unless otherwise specified in the applicable Service Schedule, all notices of termination under this Clause 8 must be in writing, on a Party's letterhead and signed by the authorised officer and sent to the other Party, and a copy of which may be sent via electronic mail containing the scanned letter as an attachment.
- 8.6 **Consequences of Termination**
- (a) If Customer terminates this Agreement pursuant to Clause 8.1 of this General Terms or if ALLO terminates this Agreement pursuant to Clause 8.2 or 8.3 of this General Terms or pursuant to any other provision in the applicable Service Schedule that grants ALLO a specific right to terminate due to a breach by the Customer, then Customer shall pay ALLO the Balance Charges, the Termination Charges and all Charges in arrears.
  - (b) If Customer terminates this Agreement pursuant to Clause 8.1 or 8.2 General Terms or pursuant any specific provision in the applicable Service Schedule that grant the Customer a specific right to terminate due to a breach by ALLO, neither the Balance Charges nor the Termination Charges shall be payable to ALLO but the Customer will pay any Charges that are in arrears up to the date of termination.
  - (c) If the Agreement is terminated due to a Force Majeure Event pursuant to Clause 8.4 of this General Terms, then neither the Balance Charges nor the Termination Charges shall be payable by Customer but the Customer shall pay any Charges that are in arrears up to the date of termination and ALLO shall not be liable to the Customer for any losses, damages or expenses suffered.
  - (d) Regardless of the Party terminating the Agreement, the Service shall ceased to be provided by ALLO on the date of termination.
- 8.7 Nothing contained in this General Terms shall be construed to limit ALLO actions or remedies in any matter and ALLO reserve at all times all rights and remedies available to ALLO at law. ALLO 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 ALLO shall not be liable to you or to any other Party for such modification, suspension or termination of the Services.

## 9. LIMITATION OF LIABILITY

- 9.1 **Direct Losses.** Unless otherwise specified in the applicable Service Schedule, the liability of each Party to the

other for all damages, losses, costs or expenses arising out of, in connection with or related to the Service Order, regardless of the legal principle that imposes such liability, whether in contract, equity, intended conduct, tort or otherwise, will be limited to and will not exceed, (in the aggregate for all claims, actions and causes of action of every kind and nature), an amount equal to the aggregate value of the monthly recurring charges payable to ALLO (excluding any third party recurring charges) for a 12 month period. This limit does not apply to any Charges owed by the Customer to ALLO, recovery of the Balance Charges and/or any third party recurring charges incurred in order to provide the Service.

- 9.2 **Indirect Damages.** Neither Party shall be liable to the other Party under this Service Order for loss of production, loss of profit, loss of use, loss of business or market share, loss of data, revenue or any other economic loss, whether direct or indirect, or for any indirect, incidental, consequential, aggravated or exemplary damages, whether or not the possibility of such damages could have been reasonably foreseen.
- 9.3 **Exclusion of Liability.** Unless otherwise specified in the applicable Service Schedule, ALLO shall neither be responsible for any third party services or products which you access, use or acquire (whether by yourself or by ALLO acting on your behalf) together with the Service, for any loss or damage caused or contributed by such services or products to the Customer nor for any losses suffered by you due to any Service interruption or suspension.

## 10. INDEMNITY

You agree to indemnify ALLO, 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 General Terms by you, including claims for defamation, infringement of intellectual property rights, death or personal injury, property damage.

## 11. COPYRIGHT AND TRADEMARK NOTICE

- 11.1 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 ALLO's prior written consent.
- 11.2 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, service marks or other proprietary identifying symbols of ALLO whether in any press release, public statement, advertising, signage, marketing materials, brochures or other materials in any medium or otherwise without ALLO's prior written consent.

## 12. PERSONAL DATA PROTECTION

You confirm that you have read and agree with the ALLO Privacy Statement set out in ALLO's Website. You also agree to comply and have adequate measures in place to ensure compliance at all times with the provisions and obligations contained in all applicable laws and regulations in Malaysia, including but not limited to the Personal Data Protection Act 2010 (PDPA 2010), its subsidiary legislation and associated code of practice as amended from time to time in order to collect, use, process, record, hold, store, share and/or disclose any or all information related to the use of the Services.

## 13. DISCLAIMER

The Services (including the information, names, images, pictures, logos and icons regarding or relating to ALLO, its

products and services or to third party products and services (if any)) is provided on an "as is" and "as available" basis and ALLO 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 actions and omissions of users whether occurred on or outside the Services;
- (d) the inability to use the Services or transactions entered through the Services;
- (e) the accuracy and reliability of results obtained from the use of the Services and that any errors in the software will be corrected;
- (f) any implied warranty arising from the course of dealing or trade; and

To the full extent permitted by law, ALLO disclaim any and all such warranties. In no event shall ALLO, 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.

#### **14. ASSIGNMENT**

- 14.1 You are not permitted to assign or novate any, or any part, of your rights and/or obligations under this General Terms to any party, without our prior written consent.
- 14.2 You agree and consent that we may assign any, or any part, or all, of our rights under this General Terms to our Related Corporations or any third party by notice in writing to you.
- 14.3 You further agree and consent that we may novate any, or any part, or all, of our rights and/or obligations under this General Terms, or the General Terms 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.

#### **15. NOTICES**

Any notices or consents to be given to you may be given in such manner as ALLO 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 ALLO must be sent in writing to Allo Technology Sdn. Bhd., Cyberview Garden Villas, Cyber 7, Cyberjaya, Selangor or to any other address as notified by us from time to time. Any notice to be given according to this General Terms 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.

#### **16. GOVERNING LAW**

By accessing and using the Services, you agree that such access and/or use, as well as this General Terms 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.

#### **17. MISCELLANEOUS**



- 17.1 **Changes in Law.** Should a new law or an amendment to an existing law occur that impacts this Service Order Form or the Service, then notwithstanding anything contained herein, the clauses herein shall be deemed to be amended to such an extent as is necessary to enable Parties to comply with such laws.
- 17.2 **Non-Bribery.** The Parties undertake and agree with each other that they shall abide by and adhere to the Malaysian Anti-Corruption Commission Act 2009 (Act 694) (as may be amended from time to time or any Act of Parliament that replaces Act 694).
- 17.3 **Conclusive Evidence.** The Parties agree that a certificate of indebtedness issued by the ALLO officer in charge of finance shall be binding evidence as to the amount due and owing by Customer to ALLO and is conclusive in any legal proceedings, save for manifest errors or omissions.
- 17.4 **Representation.** You represent and warrant that all information required and furnished by you to ALLO in connection with the Service and in the Service Order Form are correct and accurate in every material respect and are not false, misleading, deceptive, defamatory and/or unlawful. Nothing herein or the applicable Service Order Form shall imply any obligation on the part of ALLO to verify the accuracy and authenticity of such information. Further you and ALLO represent and warrant to each other that (i) each Party has the necessary capacity, authority, rights, licenses and permissions to enter into and perform its obligations under this Agreement; (ii) the Service Order Form together with this General Terms is a valid and enforceable agreement against a Party, notwithstanding any defect, deficiency or omission. ALLO does not make any representations or warranty, whether express or implied, and excludes any implied warranties (whether arising by operation of Applicable Law, equity or common law) that the Service will achieve the expected functionality, will be error-free or uninterrupted, and/or is of a specified or of any quality.
- 17.5 **Variations of Terms.** Unless otherwise prescribed in a Service Order Form ALLO may vary, modify, add or delete ("*Variation*") this General Terms including terms in any Service Order Form, at any time, and which ALLO shall notify the Customer. The Customer shall not unreasonably object to any such Variation. If the Customer uses and/or continues to use the Services after the date on which such Variation comes into effect, such use shall be deemed acceptance of such Variation by Customer.
- 17.6 **Waiver.** Only a written waiver of any breach, right or remedy is only effective if it is duly signed by the Party granting the waiver. Any failure or delay of a Party to exercise or enforce (including any partial exercise or enforcement of) any provision contained herein and/or any other indulgence given by that Party shall not be deemed as a waiver by that Party of its right, power, authority, discretion, remedy or right of action against the other Party in respect of any breach by the other Party of its obligations hereunder.
- 17.7 **Recovery of Legal Costs.** In any legal proceedings commenced by ALLO against you, all legal costs and expense incurred by ALLO shall be recoverable from you on a solicitor-client basis.
- 17.8 **Entire Agreement.** This General Terms and for each service that you have subscribed from us, the applicable Service Order Form and any other document as may be determined by ALLO shall together form the entire Agreement between the Parties.
- 17.9 **Stamp Duty.** Customer shall bear the applicable stamp duty and any penalties that may be imposed by the Government of Malaysia, unless waived by ALLO in writing.
- 17.10 **Severability.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect.
- 17.11 **Binding Effect:** This Agreement shall be binding upon the permitted assigns and successors-in-title of the Parties hereto. It is further provided that this Agreement shall not be discharged or in any way affected by any change in the composition or identity of the Parties hereto by amalgamation, reconstruction or otherwise.

## 18. DEFINITIONS & INTERPRETATIONS

- 18.1 **Definitions.** The following words and phrases have the prescribed meanings, unless the context otherwise requires, and shall apply to the General Terms and each of the Service Schedules.
- (a) **“Access Line”** means the terrestrial connectivity from the Service Location to ALLO Network;
  - (b) **“Affiliate”** means either a subsidiary of the parent company of ALLO, a subsidiary of such a subsidiary, another subsidiary of the parent company of ALLO or an associate company of such subsidiary, a subsidiary or associate of ALLO;
  - (c) **“Agreement”** means the Service Order or electronic order, the General Terms, the applicable Service Schedule and if applicable, the APS Schedule;
  - (d) **“APS”** means the auto-debit payment service, as defined in the Auto-Debit Payment Schedule;
  - (e) **“Balance Charges”** means the applicable recurring Charges (ascertained as a monthly charge basis) multiplied by the unexpired balance of the Initial Service Term (expressed in months);
  - (f) **“Cancellation Cost”** means those costs identified in the Service Schedule applicable to a Service that is payable if that Service is cancelled before the SCD;
  - (g) **“CRD”** means the date requested by you for the Service to be available for your use;
  - (h) **“Customer Equipment”** or **“CPE”** means Customer premises equipment that has the meaning as specified in the applicable Service Schedule;
  - (i) **“Customer”, “you” or “your”** means the customer whose particulars or details are identified in the section referred to as either *“Applicant Information”*, *“Customer Information”* or *“Customer Details”* in our Service Order form, online subscription portal or sign-up application;
  - (j) **“Due Date”** means thirty (30) days from the date of receipt of complete invoice by the Customer from ALLO;
  - (k) **“Eligible Service”** means only those service types that are more particularly identified in the applicable Service Schedule, and listed as an eligible service in the applicable Service Schedule and not any other service type, which will be eligible for the service level guarantee provided by ALLO;
  - (l) **“EMSA”** means the enterprise master service agreement signed between ALLO and the Customer for the provision of various Services, where applicable;
  - (m) **“ESA”** means the enterprise service agreement signed between ALLO and the Customer for the provision of a specific Service, where applicable;
  - (n) **“Extra Charges”** mean either a one-off or recurring charge that may be levied on Customer for matters specified in the applicable Service Schedule which are in addition to the Charges;
  - (o) **“Force Majeure Event”** means (i) rebellion, civil unrest, riot, acts of terrorism, declaration of war, national emergencies, national disasters, strikes, lock-outs, fire, explosion, acts of God, adverse inclement weather, lightning-strikes, natural disasters, earthquakes, epidemics, damage to or destruction of ALLO's network (whether due to acts of animals, third parties or otherwise), including interference to or compromise of ALLO's network caused by third party actions (e.g. DDOS attacks), occurrence of a major power disruption, commercial power failure, disruption of interconnected communications facilities or networks, acts by Government, regulatory bodies, national councils, local authorities or other appropriate authorities or any other event which is beyond the reasonable control of ALLO and (ii) which materially affects the provision of the Service;
  - (p) **“Incident”** means an unplanned interruption to, or a reduction in the network availability of an Eligible Service;
  - (q) **“Initial Service Term”** means the minimum contract or service period that the Service is subscribed by you and to be provided by ALLO as specified in the Service Order or as may be specified in the applicable Service Schedule;
  - (r) **“Local Contracted Business Hours”** mean the business hours of the OLNO in the country where the IPLC or IEPL service is provided to the Customer;

- (s) **"MRC"** or **"Monthly Recurring Charge"** means either the per month recurring charge or if the recurring charge is stated other than on a per month basis, to divide the recurring charge by the requisite number of months to derive the per month recurring charge. *As an example, if the recurring charge of RM3000 is on a quarterly basis, then the per month recurring charge is RM3,000 divided by 3;*
- (t) **"OLNO"** means a third party network operator (including an Affiliate) that is licensed in the country (other than Malaysia) where the Service Location is at;
- (u) **"PDRM"** means the Royal Malaysian Police, being the law enforcement agency in Malaysia;
- (v) **"Qualifying Incident"** means an Incident caused by events other than as specified in the applicable Service Schedule;
- (w) **"Qualifying Service"** means a type of Service that must be firstly subscribed by the Customer in order to qualify the Customer to subscribe for either a type of Managed Service as identified in Service Schedule G or a type of value added service as specified in the applicable Service Schedule;
- (x) **"Renewed Service Term"** means the period equal to the Initial Service Term, commencing on the day after the expiry of the Initial Service Term, unless otherwise specified in the Service Order form;
- (y) **"SAT"** means the appropriate Service acceptance test, performed to ensure that the Service is ready for Customer's use, and **"SAT Form"** means either service acceptance form, work completion advice form or such other document by whatever name evidencing the same;
- (z) **"SCD"** means the Service commencement date;
- (aa) **"Service Equipment"** means those equipment that is provided by ALLO as part of the Standard Service Component as set out in in the applicable Service Schedule, other than CPEs (even if such CPE is provided by ALLO);
- (bb) **"Service Location"** means the location(s) or site(s) where the Service Equipment is to be installed for the Services to be provisioned and used by the Customer, as identified in the Service Order as service installation address;
- (cc) **"Service Schedule"** means the applicable Schedule as indicated or identified in the Service Order or electronic order for the applicable Service;
- (dd) **"Service"** means the service subscribed by the Customer as specified in the Service Order or electronic order;
- (ee) **"SKMM" or "MCMC"** means the Suruhanjaya Komunikasi dan Multimedia Malaysia (or in English the Malaysian Communications and Multimedia Commission), the communications industry regulator in Malaysia;
- (ff) **"Standard Service Components"** has the meanings as set out in the second column of the table in Paragraph 1.3 in the applicable Service Schedule for each type of service identified in the applicable rows;
- (gg) **"Termination Charges"** means those costs, expenses and charges as identified in the Service Schedule applicable to a Service that is payable if that Service or Agreement is terminated after the SCD;
- (hh) **"Term"** means either the Initial Service Term, the Renewed Service Term or the period ending on the date of termination of the Service (as the case may be);
- (ii) **"ALLO Network"** means the communications network owned or leased by ALLO and used to provide the Service;
- (jj) **"ALLO POP"** means a point of presence in a country which is either operated by ALLO or by a 3rd party provider or by an OLNO;
- (kk) **"ALLO Team"** means ALLO's employees, contractors or authorised third parties;
- (ll) **"ALLO", "our" or "we"** refers to **Allo Technology Sdn Bhd** or the entity whose name appears in the footer of the Service Order (as the case may be);
- (mm) **"Total Service Minutes"** means the total minutes of network availability in a month (being number of

calendar days in a calendar month multiplied by 1440 minutes per day;

- (nn) **"Unavailable Time"** means the period of time (expressed in minutes) during which a Qualifying Incident exists that the network is unavailable, as measured by ALLO in accordance with the parameters set out in the applicable Service Schedule;
- (oo) **"Use"** means the carrying out of the works (including any civil works) to install, provision and test each and every Standard Service Component and the Service, performing any emergency, remedial or preventive maintenance works to the Standard Service Components and/or the Service, placing, removing or recovering of Service Equipment, and such acts as are reasonably necessary for the performance by ALLO of its obligations under this Service Schedule throughout the Term; and
- (pp) **"VAT"** means value added tax.

## 18.2 Interpretation & Construction

- (a) Singular words include the plural and vice versa;
- (b) No presumption will arise favouring or disfavouring any Party by virtue of the authorship of any provision of these terms or the applicable Service Schedule, and the usual meaning of words used shall be applied;
- (c) Headings used in the General Terms, Service Schedules or the APS Schedule are for convenience only, and are to be ignored when construing the provisions of this Agreement.
- (d) If you subscribe for different Services and each Service is either subject to its applicable Service Schedule or subject to different terms within the same applicable Service Schedule, then for the avoidance of doubt, each Service and its applicable Service Schedule or the terms within the applicable Service Schedule (as the case may be) are to be construed as an independent agreement between the Parties.
- (e) **Order of Priority.** To the extent that the provisions of the General Terms, the Service Order and a Service Schedule are inconsistent, to the extent possible such provisions will be interpreted so as to make them consistent, and if that is not possible, then the Service Order shall prevail over the applicable Service Schedule and the General Terms, the applicable Service Schedule shall prevail over the General Terms.
- (f) Reference to **"Applicable Law"** in this General Terms or in any Service Schedule, is a reference to any applicable constitution, law, by-law, statute, ordinance, code, rule, regulation, order, judgment or decree of any government, state or political subdivision thereof, courts, regulatory or semi-regulatory or administrative body.
- (g) References to any statute, rule, regulation, order, directive shall be construed as references to such statute, rule, regulation, order or directive as may be amended, re-enacted or as modified by any other statute, rule, regulation, order or directive.
- (h) References to Clauses are to clauses herein, and references to Paragraphs are to paragraphs in a Service Schedule; reference to a document includes all amendments, supplements to, or replacements of, that document whether paper or electronic/digital, and reference to a "person" includes any individual person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having a separate legal personality).
- (i) The words **"Ringgit Malaysia"** and the symbol **"RM"** shall be construed as the lawful currency of Malaysia. If a currency other than Ringgit Malaysia is used, the words used to describe that foreign currency or the symbol used shall be construed as the lawful currency of that country.