

# GENERAL TERMS AND CONDITIONS

## Residential



This General Terms and Conditions (Residential) (the “**General Terms and Conditions**”) forms or made part of the contract between the Customer and ViewQwest for the provision of the Services the Customer subscribes to from time to time.

### 1 Definitions

1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings in this General Terms and Conditions:-

<b>Affiliates</b>	Shall mean any legal entity that controls, is controlled by or ultimately under common control by ViewQwest and in this context, a person 'controls' an organisation if it owns or controls:-  (a) More than fifty percent (50%) of the shares or other securities entitled to vote for the selection of directors (or other managing authority) in the organisation; (b) More than fifty percent (50%) of the equity interests in the organisation; or (c) Is otherwise able to direct or cause the direction of the management and policies of the organisation whether by contract or otherwise.
<b>Business Days</b>	Shall mean all days excluding Saturdays, Sundays, and Public Holidays in Malaysia.
<b>Charges</b>	Shall mean charges payable by the Customer to ViewQwest, including (where applicable) installation, connection, re-connection, usage, cancellation, administrative, and other related charges payable for the Services, Customer Premise Equipment, and Service Equipment.
<b>Confidential Information</b>	Shall mean all information or data of a confidential or proprietary nature disclosed to or received by the Customer, which is labelled or designed as confidential or proprietary, including but not limited to all ideas, concepts, prototypes, models, technology, know-how, processes, operations or systems information, inventions (whether patentable or not), Intellectual Property and Trade Secrets, relating to the products, services, business or proposed business, customer lists, price lists, price structure, fee quotations for any current and potential project(s) or plan(s), finances, transactions, staff and affairs of ViewQwest.
<b>Content</b>	Shall mean all information, text, sound, music, Software, photographs, videos, graphics, data, messages, links or other materials.
<b>Customer</b>	Shall mean any entity which applies or subscribes for or utilises the Services.
<b>Customer Equipment</b>	<b>Premise</b> Shall mean any and all hardware, equipment, facilities, installations, software, data, systems, and other property (including wiring) which from time to time:-  (a) Are owned by the Customer or under the control of the Customer; (b) The Customer has authority or is in a position to use, install, manage, and otherwise deal with; and/or (c) Are provided by the Customer or on behalf of the Customer.
<b>Force Majeure Event</b>	Shall mean an event beyond a Party's reasonable control including but not limited to:-  (a) Any strike, lockout or other industrial action, or any shortage of or difficulty in obtaining labour, fuel, raw materials, or components; (b) Any destruction, temporary, or permanent breakdown, malfunction or damage of or to any premises, plant, equipment (including computer systems) or materials including but not limited to cable cuts or faults; (c) Any action taken by a governmental or public authority of any kind, including but not limited to not granting a consent, exemption, approval or clearance or imposing an embargo, export or import restriction, rationing, quota or other restriction or prohibition; (d) Any civil commotion or disorder, riot, invasion, terrorist attack, war, threat of or preparation for war; or (e) Any accident, fire or explosion (other than in each case, one caused by a breach of contract by or assistance of the Party concerned), storm, flood, earthquake, subsidence, epidemic, pandemic outbreak, catastrophes, or other natural physical disaster.
<b>General Terms and Conditions</b>	Shall mean this General Terms and Conditions (Residential) entered into between the Customer and ViewQwest including any amendments made to this General Terms and Conditions from time to time.
<b>Government Agency</b>	Shall mean any department, office or minister of any government and any governmental, quasi-governmental, administrative, fiscal, judicial or quasi-judicial agency, authority, commission, statutory board, regulatory body, courts, tribunal or entity.
<b>Intellectual Property</b>	Shall mean any and all trademarks, service marks, trade and service names, registrable business names, patents, utility rights, inventions, copyright, including copyright in computer programs, registered design rights, unregistered design rights, industrial designs, trade secrets, know-how, confidential information, moral rights, all accrued rights of action and all other intellectual property rights and rights of a similar character or having similar or equivalent effect to any of them which may subsist in any part of the world.

## GENERAL TERMS AND CONDITIONS

### Residential



<b>Services</b>	Shall mean telecommunications services, any other services (including, where applicable, the cabling, construction and connection service in order for the Customer to access the Services), products or applications which ViewQwest provides to the Customer including any value-added services. Such Services shall be set out in the Service Application Form and/or the Specific Terms and Conditions (where applicable) and provided by ViewQwest to the Customer in accordance with these terms and conditions.
<b>Service Activation Date</b>	Shall mean the date the Services is activated and ready for use as notified by ViewQwest to the Customer in writing and as agreed by the Parties.
<b>Service Address</b>	Shall mean the address of the premises at which the Customer has indicated in the Service Application Form for ViewQwest to provide the Services at.
<b>Service Application Form ("SAF")</b>	Shall mean the service application form made available through the ViewQwest Online Signup Portal or in physical copy, which shall be completed by the Customer in connection with the Services.
<b>Service Equipment</b>	Shall mean any equipment provided, sold, leased, or rented by ViewQwest in connection with the Services that is not Customer Premise Equipment.
<b>Service Term</b>	Shall mean the term (including the initial term and any extension or option term) for the ordered Services, which shall commence on the Service Activation Date.
<b>Software</b>	Shall mean any software programmes provided to the Customer as part of or through the Service Equipment or Services, or which allows the Customer to access or use the Services, including any software upgrades or updates.
<b>Specific Terms and Conditions</b>	Shall mean the specific terms and conditions of the specific service as set out therein, which is provided by ViewQwest to the Customer.
<b>Taxes</b>	Shall mean any present or future income tax, withholding tax, value added tax, goods and services tax ("GST"), business tax, sales tax, turnover tax, excise tax, tariff, levies, impost, deduction, charge, duties and any other similar liabilities that are imposed on any amount payable under this General Terms and Conditions, including any penalty interest and other additions to such liabilities imposed by any taxing authority in any jurisdiction.
<b>ViewQwest</b>	Shall mean ViewQwest Pte Ltd and its group of companies including ViewQwest International Pte Ltd and ViewQwest Digital Pte Ltd, whichever applicable or as may be indicated in the Service Application Form or agreement between the parties.

#### 1.2 In this General Terms and Conditions:-

- (a) The headings are for convenience only and shall not be taken into account in the construction or interpretation of any of the provisions in this General Terms and Conditions;
- (b) Words importing the singular include the plural and vice versa;
- (c) Words which are gender neutral or gender specific include each gender;
- (d) An expression importing a neutral person includes a company, partnership, joint venture, association, corporation or other body corporate and a Government Agency;
- (e) A reference to any "Clause", "Sub-Clause", or "Schedule" is a reference to a Clause, Sub-Clause, and Schedule to this General Terms and Conditions;
- (f) A reference to a party to a document includes that party's successors and permitted assigns;
- (g) A reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law judgment, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that law as amended, consolidated or replaced;
- (h) A reference to a document includes all amendments or supplements to that document, or replacements or novations of it;
- (i) A reference to an agreement, other than the General Terms and Conditions, includes an undertaking, agreement, agreement or legally enforceable arrangement or undertaking whether or not in writing; and
- (j) Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.

## 2 Eligibility

### 2.1 In order to subscribe to the Services, the Customer must comply with the following requirements:-

## GENERAL TERMS AND CONDITIONS

### Residential



- (a) The Customer must be at least eighteen (18) years old;
  - (b) The Customer must submit the following documents to ViewQwest:-
    - (i) If the Customer is a Malaysia Citizen or Permanent Resident, a photocopy/scanned copy of the Customer's NRIC (front and back); or
    - (ii) If the Customer is a foreigner, a photocopy/scanned copy of the Customer's passport. The aforesaid identification document must have a validity period of at least twelve (12) month.
  - (c) The Customer must not have any outstanding accounts with ViewQwest; and
  - (d) The Customer must not have been a customer who has previously misused ViewQwest's Services.
- 2.2 The Customer must at all times provide ViewQwest with such information as may be necessary or desirable for ViewQwest to provide the Services. ViewQwest may decline acceptance of the Customer's SAF at its discretion and without any liability to the Customer.

### 3 Services

- 3.1 ViewQwest shall provide the Services on an 'as is' and 'as available' basis to the Customer as subscribed under the relevant SAF and in accordance with this General Terms and Conditions, the applicable Specific Terms and Conditions, and any other agreement executed by the Parties in connection with the provision of the ordered Services.
- 3.2 The Customer shall submit a duly executed SAF prior to the provision of the Services, which shall form an integral part of this General Terms and Conditions. Upon ViewQwest's receipt of the SAF, the Customer shall be deemed to have submitted a binding order.
- 3.3 ViewQwest reserves the right not to accept or not to proceed with any application for the Services if the application submitted by the Customer and received by ViewQwest is not duly completed and signed as necessary.

### 4 Provision of Services

- 4.1 ViewQwest will provide the Services at the Service Address as set out by the Customer in the duly executed SAF. The Customer shall be responsible for ensuring that the Service Address is accurate.

### 5 Equipment

- 5.1 Service Equipment provisioned by ViewQwest are leased to the Customer and ownership of the Service Equipment remains with ViewQwest at all times. ViewQwest reserves the right to update, change, remove, or replace the Service Equipment (whether in whole or in part) at any time. The Customer acknowledge that ViewQwest does not warrant the Service Equipment would be error free and agree to exclude ViewQwest from whatsoever Services disruption, damages and liabilities arises from or due to such Service Equipment.
- 5.2 The provision of the Service Equipment shall be subject to stock availability. In the event that stock is not available, an alternative model will be provided to the Customer. If the Service Equipment is provided by a recommended ViewQwest Partner, ViewQwest is not responsible for such Service Equipment and the Customer will have to contact the relevant ViewQwest Partner for a replacement.
- 5.3 ViewQwest reserves its right to charge the Customer the applicable fees for onsite Technical Support to change, replace, or reconfigure any defective Service Equipment supplied by ViewQwest. ViewQwest will use commercially reasonable endeavours to assist the Customer in troubleshooting the Service Equipment supplied by ViewQwest but will not be responsible if ViewQwest fails to troubleshoot or resolve the fault.
- 5.4 The Customer is solely responsible for:-
- (a) The Service Equipment and must not modify or in any way interfere with, nor allow anyone else (other than ViewQwest's authorised personnel) to do so. The Customer shall not change the electronic serial number or equipment identifier of the Service Equipment or to perform a factory reset of the Service Equipment without ViewQwest's prior written consent;
  - (b) The content/data retrieved, stored, or transmitted through the Services and/or the Service Equipment;
  - (c) Maintaining the Customer Premise Equipment. ViewQwest will not be responsible if:-
    - (i) The Customer Premise Equipment does not work properly; and/or
    - (ii) The Customer is unable to use the Services because the Customer Premise Equipment does not work properly or the Customer Premise Equipment is not compatible with the Service, or does not meet the minimum specifications established by ViewQwest.

## GENERAL TERMS AND CONDITIONS

### Residential



- (d) Ensuring that the Customer Premise Equipment connected to the Services must meet all relevant laws and regulations.

## 6 Service Term

- 6.1 The Service Term for the ordered Services shall commence on the Service Activation Date and shall continue for a term as set out in the SAF. The Service Term shall remain effective unless terminated in accordance with this General Terms and Conditions.
- 6.2 Upon the expiry of the Service Term, the Services will be automatically renewed on a monthly basis, unless prior to the expiry of the Services, the Customer renews the Services in accordance with the relevant Specific Terms and Conditions.

## 7 Charges and Payment

- 7.1 The Customer shall pay ViewQwest the Charges for the Services as set out in the provided invoice and in accordance with this Clause 7.
- 7.2 If the Customer is a foreigner, the Customer shall deposit a sum of RM 300.00 as security deposit (the "Security Deposit"). The following provisions shall apply to the Security Deposit:-
- (a) The Security Deposit shall be held by ViewQwest as security for the due performance and observance by the Customer of all the covenants, conditions, and agreements herein contained;
  - (b) If the Customer shall fail to perform and observe any of the covenants, conditions, and agreements herein contained, ViewQwest shall be entitled to forfeit the Security Deposit absolutely provided that ViewQwest has given the Customer written notice of such breach; and
  - (c) Upon expiry or termination of the Services, ViewQwest shall return any unused portion of the Security Deposit without interest within twenty-one (21) Business Days after the expiry or termination of the Services.
- 7.3 All Charges payable to ViewQwest are exclusive of any Taxes, unless stated otherwise. All such Taxes arising out of or in connection with this General Terms and Conditions shall be borne by the Customer. In the event that ViewQwest is obliged to pay such Taxes, the Customer shall indemnify and reimburse ViewQwest the Taxes paid by ViewQwest.
- 7.4 Unless otherwise stated in this General Terms and Conditions, ViewQwest will render invoices for all such Charges in advanced on a monthly basis. In the event that the Customer requests for paper billing, a fee of RM 5.00 will be charged for every paper copy provided to the Customer
- 7.5 Invoices are quoted and due and payable in Malaysia Ringgit.
- 7.6 The Customer shall pay ViewQwest the Charges in the following manner:-
- (a) Payment shall be done automatically via AutoPay on the due date of each invoice based on the Malaysian credit or debit card registered in the Customer's name. The Customer also acknowledges and agrees to the following provisions in relation to the Customer credit or debit card:-
    - (i) The Customer warrants that the Customer is the registered card holder of the credit or debit card used to pay the invoices. ViewQwest shall not be liable for any fraud or negligence use of the said credit or debit card;
    - (ii) If an existing Customer opts for AutoPay, the automatic debit services will commence on the next billing cycle;
    - (iii) The Customer shall be liable for all associated fees for the automatic debit services charged to the Customer's credit or debit card;
    - (iv) The Customer authorises ViewQwest to perform a credit or debit card validation exercise by charging a fee of RM 1.00 to the associated credit or debit card and to refund the aforesaid fee if successful;
    - (v) The Customer is responsible for updating their credit or debit card details on their account at [www.customerportal.vieqwest.com](http://www.customerportal.vieqwest.com); and
    - (vi) ViewQwest shall not be liable for any losses the Customer may incur as a result of a payment made on items incorrectly billed or any delay in the actual date on which the Customer's account is debited.
  - (b) Such other payment method as reasonably specified by ViewQwest from time to time.
- 7.7 ViewQwest may vary its Charges from time to time and such variation will take effect from the date of such variation and the Customer shall be bound to observe and comply with such variations.
- 7.8 If the Customer, in good faith, disputes all or any portion of an invoice, the following provisions shall apply:-
- (a) The Customer shall pay ViewQwest all undisputed amounts and any Taxes imposed on such undisputed amounts within seven (7) days of issuance of the relevant invoice;
  - (b) The Customer shall give ViewQwest written notice within seven (7) days of the date of the relevant invoice and shall describe in reasonable detail the Customer's reason for disputing each amount. The Customer acknowledges that it is reasonable for ViewQwest to require the Customer to dispute Charges within the aforesaid period, and the Customer therefore waives the right to dispute any Charges after the aforesaid period;
  - (c) After ViewQwest has received the dispute notice from the Customer, ViewQwest will conduct a complete and objective review of such dispute and will provide a written response to the Customer as soon as reasonably possible and the decision made by

## GENERAL TERMS AND CONDITIONS

### Residential



ViewQwest will be conclusive and binding upon the Customer;

- (d) If the dispute is resolved in favour of ViewQwest, all previously disputed amounts shall immediately become due and payable by the Customer; and
- (e) If the dispute of all or any portion of the invoice is not a bona fide dispute by the Customer, the Customer shall pay ViewQwest the disputed amount within seven (7) days of demand by ViewQwest.

### 8 Promotion

8.1 ViewQwest may provide promotional offers in relation to the Services ("**Promotions**") from time to time. These Promotions will have specific conditions set out in the relevant Promotion Terms and Conditions in which the Customer must adhere to in order to qualify for the relevant Promotions.

8.2 In the absence of any Promotion Terms and Conditions, the following provisions shall apply:-

- (a) All Promotions are available for the duration of the Promotion period or such other period as determined by ViewQwest ("**Promotion Period**"). At the end of the Promotion Period, the Promotion shall cease to apply and they will revert to the then prevailing rates or such other rates as determined by ViewQwest;
- (b) Promotions are not valid with other discounts, promotions, offers or special packages, unless specified by ViewQwest;
- (c) Promotions cannot be used to offset existing Charges or outstanding amounts due to ViewQwest;
- (d) Promotions are non-exchangeable for cash or kind, and are non-refundable and non-transferable;
- (e) ViewQwest reserves the right to revise any of the promotion terms and conditions (including pricing plans) at its sole discretion with or without notice. The Customer's use of the Services will constitute acceptance of this Clause 8 and the amendments thereof; and
- (f) In the event of a dispute, the Customer's entitlement to the Promotion is subject to the sole discretion and final determination of ViewQwest.

### 9 Suspension

9.1 ViewQwest may suspend the Services until further notice if:-

- (a) ViewQwest is required to suspend or withdraw provision of all or part of the Services pursuant to any regulatory, governmental or legal prohibition, or to comply with applicable laws or any applicable requirement, regulation, policies, order, or directive of any relevant Government Agency;
- (b) Any Force Majeure Event occurs;
- (c) Any act or omission by the Customer or due to the Customer Premise Equipment, affects ViewQwest's ability to provide all or part of the Services, or the ability of the Customer to receive all or part of the Services;
- (d) In the reasonable opinion of ViewQwest, it is necessary to suspend the supply of the Services in the event of an emergency or for operational reasons in order for ViewQwest to carry out repair, maintenance, improvement, or upgrading of any equipment of facility or diversion works forming part of or in relation to the Services;
- (e) Use of the Services causes or is likely to cause physical or technical harm to any telecommunications network, system, or service (whether of ViewQwest or any other person) including but not limited to causing damage, interfering with, or causing deterioration in the operation of ViewQwest's network; or
- (f) The Customer fails to make payment in accordance with Clause 7 of this General Terms and Conditions.

9.2 The parties acknowledge that the Customer may subscribe for few or numbers of Services with ViewQwest, simultaneously or separately, and the Customer agree that ViewQwest reserves the right to suspend all or partial of the Services subscribed with ViewQwest as and when ViewQwest deems necessary at its sole discretion including without limitation due to the Customer's failure to make payment for all the Services subscribed with ViewQwest.

9.3 In the event that the suspension is implemented pursuant to Clause 9 of this General Terms and Conditions, the Customer shall continue to pay ViewQwest the Charges during the period of suspension, and shall be liable for all costs and expenses incurred by ViewQwest in respect of the implementation of such suspension and re-activation charges for the recommencement of the provision of the Services, where applicable.

### 10 Termination

## GENERAL TERMS AND CONDITIONS

### Residential



10.1 ViewQwest may immediately terminate the Services by way of written notice to the Customer if:-

- (a) The Customer is in breach of this General Terms and Conditions or any other agreement the Customer has entered into with ViewQwest;
- (b) The Customer fails to pay any invoice or any Charges under Clause 7 of this General Terms and Conditions in accordance with the following procedure:-

Credit Term	Action
31 days past due	Notice of Suspension
34 days past due	Suspension of Service
38 days past due	Notice of Termination
50 days past due	Termination of Service

- (c) The Customer provided incorrect, false, or incomplete information to ViewQwest;
- (d) The Customer becomes or threatens to become bankrupt or insolvent;
- (e) In ViewQwest's reasonable opinion, the Customer is using the Services in contravention of any applicable law, license, code, regulation, and/or direction. In such an event, ViewQwest may refer this to the relevant authorities and comply with directions or guidelines issued by them without notice to the Customer;
- (f) The Customer acts illegally or negligently at any time or acts in such a way that ViewQwest, in its reasonable opinion, believes that it is likely to harm or negatively affect ViewQwest's reputation;
- (g) Use of the Services causes or is likely to cause physical or technical harm to any telecommunications network, system, or services (whether of ViewQwest or any other person) including but not limited to causing damage, interfering with, or causing deterioration in the operation of the ViewQwest network; or
- (h) The requirements of the relevant Government Authority results in ViewQwest having to stop providing any of the Services or to provide any of the Services in a manner which is unacceptable to us.

10.2 The Customer may terminate the Services by giving ViewQwest notice thereof within such period as may be prescribed by ViewQwest in the Specific Terms and Conditions for this purpose, or if no such period is stated in the Specific Terms and Conditions, a period of seven (7) days before such termination.

10.3 ViewQwest shall have the right to terminate the Services (whether in whole or in part) at any time if ViewQwest is prohibited from supplying the Services to the Customer as a result of ViewQwest's Partner terminating any agreement (through no fault of ViewQwest) between ViewQwest and its Partner. ViewQwest is not responsible for and shall not be liable to the Customer for any loss or damage caused by or as a result of such termination.

10.4 Upon the termination of the Services:-

- (a) The date of termination shall take effect on any of the following dates:-
  - (i) The date as set out in the relevant Specific Terms and Conditions;
  - (ii) If no such date is specified in the Specific Terms and Conditions, the date the Customer returns the Service Equipment (if any) in good working condition to ViewQwest; or
  - (iii) The date the Customer completes the survey and any other requirement as deemed reasonably necessary by ViewQwest as part of the termination process.

For the avoidance of doubt, the Customer shall remain liable to pay for the Services until the aforesaid requirements are fulfilled.

- (b) The Customer shall be liable to pay ViewQwest the following:-
  - (i) All the Charges up to and including the date of such termination;
  - (ii) Any early termination charges for the remainder of the Service Term if the Customer terminates the Services before the expiry of the Service Term or if ViewQwest terminates the Services in accordance with Clause 10.1 of this General Terms and Conditions; and

## GENERAL TERMS AND CONDITIONS

### Residential



- (iii) Any documented Third Party Charges or expenses incurred by ViewQwest in respect of the terminated Service;
  - (c) Unless otherwise stated, all Value Added Services provided with the Services shall similarly be terminated and any applicable early termination charges shall apply;
  - (d) The Customer must discontinue the use of the Services and return all Service Equipment belonging to ViewQwest within seven (7) days of the expiry or termination of the Services. Should the Customer fail to return the Service Equipment within the aforesaid period, the Customer shall become liable for the as new replacement cost of the Service Equipment on its premise; and
  - (e) In the event that the Customer fails to discontinue the use of the Services upon expiry or termination of the Services, ViewQwest shall disconnect the Services and the Customer shall pay any reasonable costs associated with the disconnection.
- 10.5 The Customer acknowledges and agrees that the liquidated damages payable under this General Terms and Conditions for early termination are genuine pre-estimates of losses likely to be incurred by ViewQwest and not penalties.
- 10.6 Any exercise by ViewQwest of its rights under this Clause 10 of this General Terms and Conditions is without prejudice to any other rights and remedies available to ViewQwest under this General Terms and Conditions or otherwise.
- 11 Notice**
- 11.1 Unless otherwise agreed, all notices, demands, requests, and other communications made (collectively the “**Notices**”) shall be in writing and in the English Language. Notices shall be sent or delivered to the Customer’s registered address as set out in the SAF or ViewQwest’s registered address or any other address the intended recipient shall notify the sender in writing.
- 11.2 Notices will be deemed received:-
  - (a) By hand or courier: on the date of receipt as evidenced by a receipt of delivery from the recipient;
  - (b) By mail: seven (7) days after the date of mailing; and
  - (c) By email: upon the generation of a receipt notice by the recipient’s server, or if such notice is not so generated, upon delivery to the recipient.
- 11.3 This Clause 11 does not apply in relation to the service of any originating process, court order or judgment or other document relating to or in connection with any proceedings, suit, or action arising out of or in connection with this General Terms and Conditions.
- 12 Indemnity and Liability**
- 12.1 The Customer shall indemnify ViewQwest against all claims, damage, loss, or other liabilities made against or suffered by ViewQwest relating to the Customer’s use of the Services or arising from the Customer’s breach, negligence, or omission, including but not limited to claims for damages, defamation, infringement of intellectual property rights, death, bodily injury, property damage, or otherwise.
- 12.2 The Services are provided on an ‘as is’ and ‘as available’ basis and the Customer agrees and accepts that the use of the Services or any information obtained thereunder is at the Customer’s sole risk. ViewQwest expressly disclaims all warranties of any kind, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose and non-infringement to the fullest extent under applicable law. No advice or information whether oral or written, obtained by the Customer from ViewQwest or through the Services will create any warranty not expressly made in this General Terms and Conditions.
- 12.3 Without prejudice to Clause 12.2 above, ViewQwest makes no warranty to the following:-
  - (a) The Services, the Software, any Service Equipment, or ViewQwest’s operation, maintenance and protection of the Network will not cause any harm to the Customer’s equipment, software, systems or Content;
  - (b) The accuracy, reliability or quality of any Content obtained through the Services or that defects in any Software will be corrected; and
  - (c) The Services and access to them are error free and uninterrupted or available at all times.
- 12.4 Except for death and personal injury caused by ViewQwest’s negligence, ViewQwest expressly excludes all other liability it may have to the Customer, including in contract, tort, negligence, misrepresentation, strict liability or statute. This exclusion applies for ViewQwest’s benefit and that of any other service provider whose network is connected to ViewQwest’s network, all companies, directly or indirectly owned, wholly or partly owned or controlled by ViewQwest or any such service provider, and all officers, employees, contractors, and agents or anyone else to whom ViewQwest or these parties are responsible and whether it relates to anything caused by or resulting from anything ViewQwest does or does not do or delays in doing, whether or not it is contemplated or authorised by any agreement the Customer has with ViewQwest.
- 12.5 ViewQwest is not responsible for and does not endorse any Third Party content, information, services, or products which the Customer or any other party may access, use, or acquire through the Services. ViewQwest is not responsible for and shall not be liable to the Customer

## GENERAL TERMS AND CONDITIONS



### Residential

or any other party for any loss or damage caused by or as a result of such Third Party content, services, or products whether access through or used with the Services. For the avoidance, the products herein mentioned shall include Service Equipment, cables and wirings, modem, router and any devices as may be provided or made part or bundled with any package or promotion of services subscribed by Customer, and ViewQwest expressly disclaim whatsoever damages or liability or services disruption attributed or due to such products.

- 12.6 Notwithstanding any contrary provision, in no event would ViewQwest be liable or caused to be liable for any services disruption, liability or damages due to any equipment and reason beyond the reasonable control of ViewQwest.
- 12.7 Under no circumstances will ViewQwest be liable to the Customer for any special, incidental, indirect, consequential, or punitive damages, losses, costs, or expenses; and for any lost profits, revenue, business, or anticipated savings.
- 12.8 If ViewQwest cannot for any reason, rely on the exclusion of liability set out above, then ViewQwest's total liability (including any liability for the acts and omissions of ViewQwest's employees, agents, or sub-contractors) to the Customer in tort, contract, or otherwise, arising out of or in connection with the performance or contemplated performance or non-performance of any obligations or services under this General Terms and Conditions shall not exceed the total Charges paid over the immediately preceding period of twelve (12) months by the Customer to ViewQwest under this General Terms and Conditions.

### 13 Confidential Information

- 13.1 The Customer shall not use (other than for the purpose of utilising the Services) or disclose any Confidential Information relating to ViewQwest or any Services which are acquired from or provided by ViewQwest and/or any contractor of ViewQwest in connection with or in the course of the provision of any Service, other than information which is or has become publicly available otherwise than through a breach of any obligation of the Customer.

### 14 Data Protection

- 14.1 ViewQwest shall, in its collection, processing, disclosure or other use ("Use") of any information and data which can be related to the Customer ("Personal Data"), for any purpose arising out of or in connection with this General Terms and Conditions, adhere to the requirements of the Personal Data Protection Act 2010.
- 14.2 Pursuant to the Credit Reporting Agencies Act and the Central Bank of Malaysia Act, the Customer is hereby subjected to and hereby consents to ViewQwest and their third party registered credit reporting agency to process their Personal Data for the purposes of conducting a credit check upon signing up for any Services with ViewQwest.
- 14.3 By using the Services, the Customer hereby consents to ViewQwest using the Customer's Personal Data for the purposes set out in ViewQwest's Data Protection Policy, which may be accessed on ViewQwest's website. In the event that the Customer wishes to withdraw consent under this Clause 14, the Customer may contact ViewQwest's Data Protection Officer at [dpo@viewqwest.com](mailto:dpo@viewqwest.com).

### 15 Intellectual Property

- 15.1 The Customer acknowledges and agrees that ViewQwest or its licensors are the owners of the Intellectual Property (where applicable) and the goodwill associated therewith and agrees to comply with all instructions of ViewQwest regarding usage of such Intellectual Property. Nothing in this General Terms and Conditions shall give the Customer any rights in ViewQwest's Intellectual Property and the Customer acknowledges that they will not, and does not, acquire any rights in respect thereof.
- 15.2 The Customer shall promptly and fully notify ViewQwest of any actual, threatened, or suspected infringement of any of ViewQwest's Intellectual Property which comes to the Customer's attention.
- 15.3 The Customer shall not directly or indirectly do, or authorise any Third Party to do, any act which might infringe, invalidate, or be inconsistent with ViewQwest's Intellectual Property rights.

### 16 Network Security

- 16.1 The Customer represents, warrants, and undertakes to ensure that the software, data, information, and/or content stored on or held in the Customer Premise Equipment or used in conjunction with its use of the Services:-
- (a) Does not infringe any Third Party Intellectual Property rights;
  - (b) Is not defamatory, libellous, threatening, obscene, pornographic, indecent or otherwise illegal under any applicable law; and
  - (c) Does not contain any undesirable content, and shall promptly take steps to remove any such content from the Customer Premise Equipment upon becoming aware of the same or being notified of the same by ViewQwest.
- 16.2 The Customer acknowledges and agrees that it will be solely responsible for the software, data, information, and content stored on or held in the Customer Premise Equipment or used in conjunction with its use of the Services and will be solely responsible for instituting and maintaining security procedures and back-up procedures to ensure the integrity and security of the software, data, information, and/or content stored on or held in the Customer Premise Equipment, or used in conjunction with its use of the Services. ViewQwest shall not be



## GENERAL TERMS AND CONDITIONS

### Residential



liable for unauthorised access to the Customer's network or other breaches of the Customer's network security.

#### 17 Force Majeure

If ViewQwest cannot fulfil its obligations under this General Terms and Conditions due to a Force Majeure Event, ViewQwest shall not be liable to the Customer for such delay or failure in the performance of its obligations. ViewQwest shall use all reasonable endeavours to mitigate any delay or interruption to the performance of this General Terms and Conditions.

#### 18 Waiver

Failure or neglect by ViewQwest to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of ViewQwest's rights hereunder nor in any way affect the validity of the whole or any part of this General Terms and Conditions nor prejudice ViewQwest's rights to take subsequent action.

#### 19 Assignment

19.1 The Customer shall not assign, charge, or transfer its rights and/or obligations under this General Terms and Conditions without the prior written consent of ViewQwest. ViewQwest may assign or transfer its rights, interest, benefits, and/or obligations under or in connection with this General Terms and Conditions without the consent of the Customer.

19.2 A transfer or assignment of this General Terms and Conditions shall include a sale of all or substantially all of the assets of the Customer or a change in control of the Customer.

19.3 The General Terms and Conditions, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors and assigns. Any assignment in breach of this Clause 19 shall be null and void and of no legal force or effect.

#### 20 Entire Agreement and Variation

20.1 This General Terms and Conditions constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all provisions, contracts, arrangements, representations (other than fraudulent misrepresentations) or understandings between the Parties whether written, arising from custom or oral.

20.2 This General Terms and Conditions may be varied or amended from time to time with or without notice and any such variation or amendment shall take effect as from the date of such variation or amendment. The display of the revised General Terms and Conditions on the ViewQwest website constitutes notice of such variation or amendment. The Customer, by continuing to use any Services after any notice of any variation or amendment is given by ViewQwest, shall be deemed to have agreed to be bound by this General Terms and Conditions as so varied or amended. No consent, assent, approval, or agreement from any Third Party shall be necessary for such amendment.

#### 21 Severance

In the event that any of these terms, conditions, or provisions, shall be determined by any court, tribunal, or administrative body of competent jurisdiction to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision shall to the extent be severed from the remaining terms, conditions, and provisions, which shall continue to be valid to the fullest extent permitted by law.

#### 22 Third Parties

Nothing in this Agreement is intended to create any third party beneficiary rights respecting any person or to confer upon any person, other than the Parties to this Agreement and their respective successors and permitted assigns, any rights, remedies or obligations under or by reason of this Agreement, and the Parties specifically negate any such intention.

#### 23 Governing Law and Dispute Resolution

23.1 This General Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia.

23.2 The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this General Terms and Conditions or any breach of it.

23.3 All negotiations connected with the dispute will be conducted in complete confidence and the Parties undertake not to divulge details of such negotiations except to their professional advisors who will also be subject to such confidentiality and such negotiations shall be without prejudice to the rights of the Parties in any future proceedings.

23.4 In the event any such dispute is unresolved, all disputes, controversies, or differences arising out of or in connection with this General Terms and Conditions, including any question regarding its existence, validity, or termination, shall be resolved by referring the matter to the exclusive jurisdiction of the Malaysian Courts

---

This space is intentionally left blank.