

1 Overview

- 1.1 This Specific Terms and Conditions, read together with the General Terms and Conditions (Residential), or any other agreement entered into between the Customer and ViewQwest as necessary for the provision of the Services, form the terms and conditions of the contract between the Customer and ViewQwest. The Customer agrees to use the Services in accordance with the terms and conditions of the contract between the Customer and ViewQwest.
- 1.2 This Specific Terms and Conditions apply to the Customer who subscribed to the applicable ViewQwest Residential Broadband Services, related Value-Added Services, and related Promotions ("Services"). Unless otherwise defined in this Specific Terms and Conditions, the words used in this Specific Terms and Conditions shall bear the same meaning as those used in the relevant agreements entered into between the Customer and ViewQwest.

2 Definitions

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

On-Net	Shall means Services that are provisioned by ViewQwest's network.
Off-Net	Shall means Services that is provisioned, either entirely or partially, by ViewQwest partner-owned network or third-party services provider network.
Promotion Item	Shall mean the item(s) provided in accordance with the applicable Promotion Terms and Conditions or such other promotion item provided by ViewQwest together with the Services.
Upgrade	<p>Shall mean either a Bandwidth upgrade, or a new plan of higher contract value. The following provisions shall also apply in relation to any Upgrade:-</p> <p>(a) The Customer will not be entitled to any free Service Equipment or Promotion Items for Bandwidth upgrades except for a Modem change, if necessary; and</p> <p>(b) The Service Term does not reset as well, unless approved in writing by ViewQwest.</p>
Value Added Services	<p>Shall mean the value-added service provisioned in conjunction with the ViewQwest Residential Broadband Services.</p> <p>Such Value-Added Service(s) are set out in Schedule 1 of this Specific Terms and Conditions.</p>

3 Eligibility

- 3.1 In order to subscribe to the Services, the Customer must comply with the eligibility requirements set out in the General Terms and Conditions (Residential).
- 3.2 The Customer is allowed to subscribe to one (1) Services per Service Address up to a maximum of five (5) Services for five (5) separate Service Addresses under one (1) NRIC (for Malaysian Citizens), or one (1) passport (for non-Malaysian Citizens).

4 Services

- 4.1 The Services are provided to the Customer on an 'as is' and 'as available' basis in accordance with this Specific Terms and Conditions. The Customer may also subscribe to the applicable Value-Added Services during signup.
- 4.2 The Services are provided to the Customer:-
- (a) At the Customer's residential Service Address as set out in the Service Application Form; and
- (b) For residential use only unless ViewQwest's prior written consent is provided. In the event the Services is found to be used for commercial or business purposes or any other non-residential use, whether by the Customer or any other persons at the Service Address, this will constitute a breach of this Specific Terms and Conditions.
- 4.3 The Customer acknowledges and agrees that actual data transfer speeds when using the Services is provided on a best effort basis up to the subscribed speed and is affected by many factors outside of ViewQwest's reasonable control, including but not limited to:-
- (a) Overall network traffic conditions;
- (b) Performance and configuration of the Customer's computer or Customer Premise Equipment (including but not limited to any wireless devices) connected to the ViewQwest Network;
- (c) The performance characteristics and location of any wireless devices used to receive the Services, including but not limited to distance, physical environment (e.g. walls, pillars, tunnels, walk ways, reflective surfaces), compatibility of WiFi standards between devices, encryption standards, interference of other electronic devices and/or congested wireless channels;
- (d) Any applications, equipment (other than Service Equipment), hardware, software, or networks used by the Customer;
- (e) Type of data accessed, whether cached or non-cached data;
- (f) Location and configuration of the accessed server; or

- (g) Performance characteristics of each component of the data network, the number of users and the extent of all users' compliance with such conditions and requirements as may be determined by ViewQwest.
- (h) Upload and download speed may be asymmetrical under off-net locations using partner network
- 4.4 The Customer further acknowledges that ViewQwest does not warrant or provide any guarantees on the data transfer speed or any other aspect of the Services. ViewQwest hereby excludes all warranties, whether express or implied by law, regarding the use of the Services (including but not limited to the accessibility, reliability or accuracy of the Services) and the performance and/or condition of the ViewQwest Network.
- 4.5 The following provisions shall apply to No Router Plans:-
- (a) No Router Plans are eligible for new or re-contracting Customers and the Services shall be provided at On-Net and Off-Net Sites;
- (b) The Customer may request ViewQwest to set up the Customer's router at the Customer's Service Address and the applicable fees shall apply. For the avoidance of doubt, any such request shall be subject to ViewQwest agreement and the services or assistance rendered in relation thereto shall on best effort basis. In no event would ViewQwest be liable or caused to be liable for any damages, liabilities or services disruption arises therefrom; and
- (c) The applicable Promotions may apply, subject to the applicable Promotion Terms and Conditions. Kindly contact ViewQwest to find out the applicable
- (d) The Customer shall prepare and ensure he/she possesses the relevant device or router for this purpose, failing which ViewQwest reserves the right to reject or cancel the installation and the Customer shall pay to ViewQwest for any cost incurred therefrom
- 4.6 The Customer may relocate the Services, subject to ViewQwest's written approval and the following conditions:-
- (a) For Contract Plans (for both On-Net and Off-Net Services):-
- i. The Customer shall sign the Relocation Form;
- ii. The Customer shall pay the applicable Relocation Fees and termination Charges;
- iii. The Customer's Service Term shall restart on the Relocation Date; and
- iv. No new Service Equipment would be provided.
- (b) For Non-Contract Plans (for On-Net Services only):-
- i. The Customer shall sign the Relocation Form; and
- ii. The Customer shall pay the applicable Relocation Fees.
- (c) For the purposes of this Clause 4.6, the eligible relocation of the Services are as follows:-

Network	Remarks	Charges
On-Net to On-Net	<ul style="list-style-type: none"> Anytime during service term Service term not required to restart No new service equipment 	Relocation Fee
On-Net to Off-Net	<ul style="list-style-type: none"> Anytime during service term Service term to restart on relocation date New service equipment will be installed 	Relocation Fee Early termination charges (if applicable)
Off-Net to On-Net	<ul style="list-style-type: none"> Anytime during service term Service term to restart on relocation date New service equipment will be installed 	Relocation Fee Early termination charges (if applicable)
Off-Net to Off-Net	<ul style="list-style-type: none"> Anytime during service term Service term to restart on relocation date New service equipment will be installed 	Relocation Fee Early termination charges (if applicable)

5 Installation

- 5.1 The Customer shall provide ViewQwest, its authorised personnel, and contractors safe access to the Customer's premises for the purpose of this Specific Terms and Conditions. The Customer represents and warrants that the Customer is the lawful owner or occupier of the said premises and that the Customer has obtained all necessary consents to allow ViewQwest, its authorised personnel, and contractors such access.
- 5.2 During the onsite installation, ViewQwest is not obliged to render any services apart from the installation of the Service Equipment in a properly licensed computer environment, and ViewQwest will not be responsible for any loss (including loss of data, business, or profits), damage or system failure arising thereof. The Customer shall be solely responsible for all requisite licenses and consents for the Customer's computer system, including any and all software used therein.

- 5.3 For standard installations, ViewQwest will provide one (1) metre of cable (inside the Customer's Premises) from the Optical Network Terminal to the Fibre Termination Point ("FTP") ("Standard Installation") at no additional charge. The following provisions shall also apply to all Standard Installations:-
- (a) Within five (5) working days from ViewQwest's receipt of the Customer's Service Application Form, the Customer will receive a call from ViewQwest to confirm a date and time to perform the Standard Installation at the Customer's Premises;
 - (b) The Standard Installation will be performed within fourteen (14) days from ViewQwest's receipt of the Customer's Service Application Form and will last approximately one (1) hour during ViewQwest's standard Business Hours (Monday to Friday (excluding Public Holidays), 0900h to 1800h);
 - (c) A Service Installation Form will be documented during the Standard Installation to configure, test, verify the Internet access with the Customer's access device (e.g. personal computer, laptop, or other WiFi-enabled mobile devices) or ViewQwest's access device. The Customer may be required to access the Internet using the Customer's access device once the Services is provisioned to ensure that the Services is working. ViewQwest will also perform tests to assess the WiFi accessibility and coverage of the Customer's Premises;
 - (d) For any rescheduling or cancellation of the confirmed Standard Installation, the Customer shall provide ViewQwest with five (5) Business Days prior written notice. Failing which, the Customer shall be liable for a Cancellation Fee set out in Schedule 2; and
 - (e) In the event that the Customer requires additional length of cable outside of the Standard Installation amount, the Customer shall be liable for any additional Charges incurred.
- 5.4 For non-standard installations, the Customer will coordinate directly with the Third Party Contractor in relation to any non-standard installations including, but not limited to, over the ceiling, additional cabling, underground ducts, concealed wiring ("Non-Standard Installation"). The following provisions shall also apply to all Non-Standard Installations:-
- (a) For Non-Standard Installation of BTU deployment, the Third Party Contractor will provide a cable length up to one hundred (100) metres from the nearest connection point in the Third Party Contractor's HSBB network up to the BTU in accordance with its standard wiring guideline;
 - (b) In the event that the Customer requires additional length of cable outside of the allocated length of one hundred (100) metres, the Customer shall pay the Third Party Contractor the associated costs;
 - (c) The Customer shall be liable for any and all related costs incurred for the Non-Standard Installation; and
 - (d) ViewQwest shall not be liable for any Non-Standard Installations performed by the Third Party Contractor.

6 Fibre Termination Point

- 6.1 The Customer is responsible for ensuring that its Premises is fibre-ready and a FTP is present.
- 6.2 In the event the Customer experiences issues with the FTP during installation that is within ViewQwest's reasonable control, ViewQwest will endeavour to assist the Customer to resolve the issues. ViewQwest will not be responsible for any delay in the delivery of the Services as a result of the said issues at all times.
- 6.3 If the issue pertaining to the FTP persists for more than fifteen (15) days from the date the issue was first reported to ViewQwest, the Customer may terminate the Services without liability.

7 Equipment

- 7.1 An Optical Network Terminal/Modem (ONT, adapter, and patchcord cable) is provided for the purposes of provisioning the Services. For Non-Contract Plans, the Customer acknowledges and agrees to purchase the necessary equipment before Service Activation. The Customer will be liable for any applicable Charges for, including but not limited to, loss, defect, damage, misuse, unauthorised modification, or unauthorised replacement of the Optical Network Terminal.
- (a) Contractual plans come with one (1) free rental bundled modem (ONT) and must be returned upon service termination. This clause does not apply to customers at the following locations: Setia Eco Glades, Setia Safiro, Setia Sky 88, Green Residence, Green Haven, and Upper East.
 - (b) For new applications at Setia Eco Glades (SEG) and Setia Safiro, the Service will not include a bundled modem (ONT) as each unit is already equipped with an existing modem. Customers at these locations will receive only the bundled router. In the event the modem (ONT) is not available at the premise during installation, the Customer shall be required to pay the applicable modem fee as set out in the Table of Charges (Schedule 2).
- 7.2 In the event the Customer wishes to use an existing router that is a supported model, ViewQwest will install it on a best effort basis free of charge for selected Residential Broadband Services. If the router is not a supported model, ViewQwest will install it on a best effort basis and the applicable Charges shall apply if successfully installed. For the purposes of this Clause 7.2, a successful installation shall mean the availability of Internet access via the router's Ethernet port(s) as well as internet access via WiFi (if available on the router).
- 7.3 Defective hardware is to be brought to ViewQwest's Office in Kuala Lumpur (3-3A and 5, Lower Level 3, The Horizon Annexe, Avenue 7, Bangsar South, No. 8 Jalan Kerinchi, 59200 Kuala Lumpur). The following warranties apply:-

Hardware	Warranty
Router (Mesh / Non-Mesh)	1 Year
ONT (Modem) - Contractual Plans	Contract Period
ONT (Modem) - Non-contractual Plans	1 Year

7.4 The ViewQwest Partner reserves their right to replace the Service Equipment with an alternative model.

8 Technical Support

8.1 In the event of any queries or technical support issues, the Customer may contact ViewQwest at +603 2775 0100 or via email at residential.support@viewqwest.com.

8.2 In the event that the Customer requires on-site technical support, it shall be subject to availability and the relevant prevailing Charges.

9 Term

9.1 The Services shall commence on the Service Activation Date for a Service Term as set out in the Service Application Form, unless terminated in accordance with this Specific Terms and Conditions. For the purposes of this Specific Terms and Conditions, the Service Activation Date shall be the date of successful on-site installation of the Service Equipment by ViewQwest at the Service Address.

9.2 If the installation is not completed within thirty (30) days from the date the Service Application Form is approved due to the Customer's delay including, but not limited to, failing to schedule an installation date, cancellation of installation date, and denial of access to the Customer's premises, ViewQwest shall reject the Customer's application and terminate the Services accordingly.

9.3 Upon expiry of the initial Service Term, the Service will be automatically renewed on a monthly basis based on the Charges set out in the Service Application Form signed by the Customer, unless terminated in accordance with this Specific Terms and Conditions.

9.4 Subject to the terms and conditions set out in this Specific Terms and Conditions, the Customer may: -

(a) Upgrade their Services anytime during the Service Term, subject to ViewQwest's written approval and the following conditions:-

- i. For Contract Plans, the Customer shall submit the Service Revision Form to ViewQwest. The Customer's Service Term shall remain unchanged, and there will not be any new Service Equipment issued.
- ii. For Non-Contract Plans, the Customer shall submit the Service Revision Form to ViewQwest.

(b) Downgrade their Services after completing the initial Service Term. If the Customer wishes to downgrade their Services during the Service Term, it shall be subject to ViewQwest's written approval; or

(c) Re-contract their Services three (3) months before the expiry of the initial Service Term. Upon ViewQwest's approval of the re-contracted Services, a new Service Term will commence from the Service Activation Date of the re-contracted Services and the Customer shall pay the Charges based on the then current re-contract promotion.

10 Charges and Payment

10.1 In addition to the provisions set forth in the General Terms and Conditions (Residential), the Customer shall pay ViewQwest the following Charges in accordance with this Clause 10:-

- (a) The Charges for the Services as set out in the Service Application Form; and
- (b) Any applicable One Time Charges and/or Miscellaneous Charges as set out in Schedule 2.

10.2 All Charges payable to ViewQwest are inclusive of any Taxes unless stated otherwise. All such Taxes arising out of or in connection with this Specific Terms and Conditions shall be borne by the Customer.

10.3 Unless otherwise stated in this Specific Terms and Conditions, ViewQwest will render invoices one (1) month in advance every month or such other intervals as may be determined by ViewQwest.

11 Promotions

11.1 For promotional offers in relation to the Services ("Promotions"), the relevant Promotion Terms and Conditions shall apply. In the absence of such Promotion Terms and Conditions, the Promotions Clause set out in the General Terms and Conditions (Residential) shall apply.

12 Suspension

12.1 In addition to the provisions set forth in the General Terms and Conditions (Residential), ViewQwest may also suspend the Services if:-

- (a) The Customer is in breach of any terms and conditions of this Specific Terms and Conditions; or
- (b) The Customer is in default of two (2) invoices issued by ViewQwest for the Services.

12.2 Subject to ViewQwest's approval, the Customer may suspend the Services for a period up to six (6) months. For Customer-initiated suspensions, the following provisions shall apply:-

- (a) Only applicable for Contract Plans on ViewQwest-owned networks;
- (b) Only one (1) temporary suspension is allowed during the Service Term;
- (c) The applicable monthly Temporary Suspension Fee shall apply;
- (d) The Service Term shall be extended for a similar duration as the suspension; and
- (e) The terms and conditions in the Temporary Suspension Form shall apply.

13 Termination

- 13.1 In addition to the provisions set forth in the General Terms and Conditions (Residential), ViewQwest may also terminate the Services:-
- (a) For Contract Plans:-
 - i. By returning the Service Equipment to ViewQwest's office in Kuala Lumpur in good working condition, and by submitting the Service Termination Form to ViewQwest (for On-Net and Off-Net Services). The Customers at the applicable locations set out in the Service Application Form do not have to return the applicable Service Equipment.
 - ii. If there is no Service Equipment (for On-Net Services only), the Customer may terminate the Services by submitting the Service Termination Form to ViewQwest.
 - (b) For Non-Contract Plans, the Customer may terminate the Services by submitting the Service Termination Form to ViewQwest.
 - (c) The Customer is in default of three (3) invoices issued by ViewQwest for the Services;
 - (d) Immediately if the Customer is in breach of any terms and conditions of this Specific Terms and Conditions;
 - (e) Immediately if the Customer is using the Services in contravention of any applicable law, license, code, regulation, and/or direction; or
 - (f) If ViewQwest subsequently decides to discontinue the operation and provision of the Services to the Customer.
- 13.2 Termination of the Services shall take effect on the date the Customer returns the Optical Network Terminal (including the patch cable and power adaptor) in good working condition to ViewQwest. For the avoidance of doubt, the Customer shall remain liable to pay for the Services until the Optical Network Terminal (including the patch cable and power adaptor) is returned to ViewQwest.
- ### **14 General**
- 14.1 ViewQwest expressly disclaims all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement to the fullest extent permitted by 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 Specific Terms and Conditions.
- 14.2 This Specific 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 Specific 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 Specific Terms and Conditions as so varied or amended. No consent, assent, approval, or agreement from any Third Party shall be necessary for such amendment.
- 14.3 In the event of any conflict between this Specific Terms and Conditions and the General Terms and Conditions (Residential), this Specific Terms and Conditions shall prevail.

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**Schedule 1
Value Added Services**

1 General

- 1.1 To be eligible to subscribe to the Value Added Services in this Schedule 1, the Customer must subscribe to ViewQwest's Residential Broadband Services and must not have any outstanding Charges with ViewQwest at the time of application for the Value Added Services.
- 1.2 The Customer shall pay the relevant Charges quoted for the corresponding Value Added Services at such frequency as set out in the Service Application Form.
- 1.3 If the Customer terminates the Value Added Services before the expiry of the Service Term for the applicable Value Added Services, the Customer shall be liable to pay the applicable early termination charges in accordance with this Specific Terms and Conditions.

2 Freedom DNS

- 2.1 The Freedom DNS Services ("FDNS Services") is a Value-Added Service provided by ViewQwest in conjunction with the Residential Broadband Services.
- 2.2 The Customer acknowledges and agrees to the following:-
- (a) ViewQwest neither owns nor is responsible for the content on the applications or websites accessed by the Customer. The content provided therein is subject to change at the discretion of the corresponding application or website owner;
 - (b) ViewQwest shall not be responsible for any subscription fees or additional charges incurred by the Customer when accessing the applications or websites using the FDNS Services; and
 - (c) The permitted applications and websites are subject to change from time to time and ViewQwest reserves the right to amend such access to these applications and websites without prior notice.
- 2.3 Each On-Net Residential Broadband Services is provided with a three (3) month FDNS Services trial ("FDNS Trial"). The FDNS Trial is subject to the following provisions:-
- (a) The FDNS Trial is non-transferable, non-exchangeable, and non-redeemable for cash, billing credits or any other form of products and services;
 - (b) At the end of the FDNS Trial, the FDNS Trial shall be converted to the normal FDNS Services and the Customer shall be charged the then current applicable Charges on a monthly basis. In the event that the Customer does not wish to continue the FDNS Services after the trial period, the Customer shall inform ViewQwest before the end of their FDNS Trial; and
 - (c) In the event that the Customer terminates the FDNS Trial, any and all remaining trial period shall be forfeited without the option to resume the FDNS Trial at a later date.

3 OneVoice

- 3.1 The OneVoice Services is a Value-Added Service provided by ViewQwest in conjunction with the Residential Broadband Services.
- 3.2 ViewQwest will allocate the Number to the Customer for the purpose of the OneVoice Services. The Customer does not have any rights to the Number except for the sole purpose of using the OneVoice Services in accordance with this Specific Terms and Conditions. For the purposes of this Clause 3. ViewQwest may, for commercial, operational, or technical reasons or compliance with any requirement of the relevant Government Agency, withdraw or change any allocated Number. ViewQwest will endeavour to provide reasonable notice in such an event. "Number" shall mean the telephone number assigned to the Customer for the purposes of the OneVoice Services in accordance with this Specific Terms and Conditions.
- 3.3 The Customer acknowledges and agrees that the Customer will not be able to use the Services to make calls to Toll Free Numbers (e.g. 1800) and Emergency Numbers (e.g. 999 and 995).
- 3.4 By using the IDD Services, the Customer acknowledges and agrees to the following:-
- (a) The Customer allows ViewQwest to redirect all IDD calls through ViewQwest's IDD Services; and
 - (b) The Customer shall be charged the corresponding IDD Rates based on the Customer's usage of the IDD Services;
- 3.5 The Fair Use Policy is designed to prevent fraud and abuse of the Services. The Customer hereby acknowledges and agrees to use the OneVoice Services for individual use only in accordance with this Clause 3.5 and shall not use the OneVoice Services for non-legitimate use including but not limited to the following:-
- (a) Using the OneVoice Services for telemarketing or call centre operations;
 - (b) Reselling the OneVoice Services in whole or in parts;
 - (c) Sharing the OneVoice Services via a PBX, call centre, computer, or through any other means;
 - (d) Calling numbers (whether singly, sequentially, or automatically) to generate income for the Customer or others as a result of placing the call, other than for the Customer's individual use;
 - (e) Unusual calling patterns inconsistent with normal, individual subscription use, for example, regular calls of short duration or calls to multiple numbers in a short period of time; and

- (f) The Customer does or omits, or allows to be done or omitted, anything which in ViewQwest's reasonable opinion, is in breach of the Fair Use Policy.

3.6 ViewQwest reserves the right to take any unlawful, prohibited, abnormal, or unusual activity into account in making its determination of whether the Customer's use of the OneVoice Services is in breach of the Fair Use Policy. In the event that the Customer is in breach of the Fair Use Policy, ViewQwest will provide the Customer with notice of improper usage before suspension or termination of the OneVoice Services where reasonable.

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**Schedule 2
Table of Charges**

1 One Time Charges

1.1 The Customer may be required to pay the following One Time Charges for the provision of the Services:-

Description	Charges (RM)
Installation on weekdays (0900h to 1800h) <i>*Subject to availability of ViewQwest</i>	Free of Charge
Installation on weekdays (1800h to 2000h) or Saturday (0900h to 1800h) <i>*Subject to agreement and/or availability of ViewQwest.</i>	150.00
Installation of non-ViewQwest supported router or hardware, or any additional hardware outside of the ViewQwest basic setup <i>*Subject to agreement of ViewQwest.</i>	150.00
Reactivation Fee <i>*Reactivation of Services from ViewQwest-initiated suspensions.</i>	25.00
Relocation Fee <i>*Subject to approval or agreement from ViewQwest</i>	200.00

2 Miscellaneous Charges

2.1 The Customer may be required to pay the following miscellaneous Charges for the provision of the Services:-

Description	Charges (RM)
Activation Fees <i>*For non-contract subscription or subscription of Services for twelve (12) months or less.</i>	500.00
Standard Installation Cancellation Fee <i>*For any cancellation requested or initiated after installation date or arrangement being scheduled.</i>	200.00
Customer-requested onsite visit	150.00
Technical onsite visit that showed no fault found, i.e. no technical issue or hardware issue found on any ViewQwest supported hardware/devices	
Technical onsite visit to resolve hardware/network issues not provided or supported by ViewQwest	
Replacement of Optical Network Terminal/Modem (including failure to return after contract termination)	250.00
Temporary Suspension Fee (up to 6 months)	25.00 / month
Credit Card Late Payment Fee (after 3 consecutive declined charges within 1 month)	5.00

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