

INNET TECHNOLOGIES SDN BHD

Co. No.: 201501031893 (1157217-T)
 B-3-12, Block B, Level 3,
 Megan Avenue II, Jalan Yap Kwan Seng
 50450 Kuala Lumpur, MALAYSIA
 Tel: +603-2630 8080
 Email: helpdesk@innet.com.my
 Web: www.innet.com.my

SST No: W10-1810-32000231

Reseller

Please complete this form and email it back to sales@innet.com.my

New Subscriber Details

Service Type: New Application Upgrade Relocation Change of address/Company name

Name:		IC No. / Passport No.	
Business Name (if applicable)		Reg No.	
		SST No.	
Address			
City / Town		State	Postcode
Telephone No		Mobile Phone No	
Email			

Installation Details

Contact Person		Tel	
		Email	
Address (leave blank if same as above)			
City / Town		State	Postcode

Package Details

<input type="checkbox"/> Commercial <input type="checkbox"/> Home <input type="checkbox"/> Hotel	VoIP Service
iNET	DID No.
Monthly Recurring Charge	Monthly Recurring Charge
One Time Charge	Activation Charge
Deposit	Deposit
Others	Others

Payment Information

All payment must payable to "INNET TECHNOLOGIES SDN BHD"

Payment Term: Monthly Quarterly Half Yearly Yearly

Payment Mode: Online Transfer Cheque Cash Bank-in Credit Card

For online transfer, Bank in cash or cheque to Maybank account No: 5640 5252 7591

Kindly email the payment slip to billing@innet.com.my of any payment mode that receive bank transaction slip from bank or ATM machine

For credit card. Please contact our customer support for further information 03-2630 8080.

I / We, the authorized person(s) using the "Service", have read and understand the terms and conditions attached and agree to be bound by them.
 I / We declare the given information above is true and completed. I / We authorize "Innet Technologies Sdn Bhd" to verify the above information herein from whatever source as may be required.

For Commercial Applications

AUTHORISED SIGNATORY

Name:

Designation:

Date:

Note: Please submit a copy of the following documents together with this application form :-

- Form 9/13
- Return for allotment of shares (previously known as Form 24)
- Notification for change in the registered address (previously known as Form 44)
- Notification of change in the Registered of Directors, Managers and Secretaries (previously known as Form 49)
- current Constitution/written confirmation duly signed by a director confirming that the corporation does not have a Constitution (previously known as M&A)
- IC or Passport

TERMS AND CONDITIONS

By indicating your acceptance of the terms and conditions contained in this Application Form, you are deemed to acknowledge and agree to be bound by all the following terms and conditions for the Services provided by Innet Technologies Sdn Bhd ("INNET TECHNOLOGIES").

ITEM 1- DEFINITION

1.1 In this Agreement, the following words shall have the following meaning unless the context states otherwise: -

- (a) "Access Charges" means the charges and fees payable monthly by the CUSTOMER to INNET TECHNOLOGIES for the subscription and provision of the Internet Access Services;
- (b) "Agreement" means the agreement made between INNET TECHNOLOGIES and CUSTOMER in respect of the Internet Access Services which includes this Application Form, the quotation as amended from time to time;
- (c) "Application Form" means this Application Form and the terms and condition annexed thereto as amended from time to time;
- (d) "Business Day" shall mean a day other than a Saturday, Sunday or any public holidays in Malaysia;
- (e) "CUSTOMER" means the authorised user who has applied and subscribed to the Internet Access Services from INNET TECHNOLOGIES upon the terms and conditions of this Agreement;
- (f) "Commencement Date" shall mean the date the Internet Access Services is made available to the CUSTOMER;
- (g) "Deposit" means the refundable deposit payable by the CUSTOMER as security for the payment of the Access Charges as may be determined by INNET TECHNOLOGIES and for the due observance and performance by the CUSTOMER of the CUSTOMER's covenants and obligations herein contained;
- (h) "Internet Access Services" or "Services" shall mean the access to the internet and any ancillary internet-based technologies, application, software or shareware, consulting and other related services together with the required necessary equipment as may be provided by INNET TECHNOLOGIES from time to time pursuant to this Agreement;
- (i) "Internet content" means all information, software, shareware and other data utilizing various media that can be accessed through or obtained by the Internet Access Services provided by INNET TECHNOLOGIES;
- (j) "Leased Equipment" means any equipment that are provided by INNET TECHNOLOGIES on lease basis (ownership of the said equipment still belongs to INNET TECHNOLOGIES) to enable usage of the Services by the CUSTOMER, as may be decided by INNET TECHNOLOGIES from time to time, which may include but not limited to Fiber Media Converter at CUSTOMER's premise.
- (k) "INNET TECHNOLOGIES" means Innet Technologies Sdn Bhd [Company No.: 201501031893 (1157217-T)], a company incorporated in Malaysia and having its business address at B-3-12, Block B, Level 3, Megan Avenue II, Jalan Yap Kwan Seng, 50450 Kuala Lumpur, Malaysia;
- (l) "Minimum Subscription Period" means the minimum period for subscription of the Internet Access Services.

1.2 In this Agreement unless the contrary appears:

- (a) Any reference to this Agreement includes any variations or amendments of all or any part of this Agreement;
- (b) Any reference to a statute, ordinance, code or other law includes regulations, orders and other instruments under it and any amendments, re-enactments, modification or extensions of any of them occurring at any time;
- (c) Any reference to a company includes reference to its successor-in-title and its lawful assigns.

1.3 Headings are inserted for ease of reference only.

1.4 Where anything is due to be done on a day that is not a Business Day, it must be done on the following Business Day.

1.5 In the event of any conflict or discrepancy between any provisions of this Agreement, the terms and conditions contained in this Application Form shall prevail over any other terms and conditions (except where it is expressly and specifically stated, to prevail over the terms and conditions in this Application Form).

ITEM 2- PERIOD OF AGREEMENT

2.1 The Internet Access Services shall be made available to the CUSTOMER on the Commencement Date and shall continue until terminated in accordance to the terms and conditions as herein contained. Therefore, the agreement would be binding on the parties upon acceptance by INNET TECHNOLOGIES but the service only commence on the Commencement date when it is made available to the CUSTOMER. Therefore, if CUSTOMER terminates the account before the services are provided, it is still tantamount to a breach of the agreement.

2.2 The minimum subscription period of this Agreement is for the period of two (2) years which period shall commence from the Commencement Date (hereinafter referred to as the "Minimum Subscription Period") and shall thereafter automatically continue for another one (1) year unless terminated in writing by either party no later than two (2) months' notice period prior to the end of the Minimum Subscription Period.

Upon such termination, the Deposit shall then be refunded free of interest, less all costs and fees payable by the CUSTOMER to INNET TECHNOLOGIES provided further the CUSTOMER has not defaulted in the payment of the Access Charges and has duly observed and performed all the CUSTOMER's covenants and obligations herein contained.

2.3 In the event termination of the Agreement initiated by CUSTOMER within one (1) year from the Commencement Date, a penalty charge of RM250 shall be imposed onto CUSTOMER, the Deposit shall be forfeited absolutely by INNET TECHNOLOGIES and all equipment installed at CUSTOMER's premise have to return to INNET TECHNOLOGIES.

Or, in the event termination of the Agreement initiated by CUSTOMER within two (2) years but exceed one (1) year after the Commencement Date, no penalty charges shall be imposed, however, the Deposit shall be forfeited absolutely by INNET TECHNOLOGIES and all equipment installed at CUSTOMER's premise have to return to INNET TECHNOLOGIES.

2.4 The CUSTOMER is considered to be terminated from INNET TECHNOLOGIES's services if he/she relocates to an area not within INNET TECHNOLOGIES's coverage, and subject to Clause 2.2 and 2.3 hereinabove.

ITEM 3- PAYMENTS

3.1 Upon the submission of the Application Form for the Internet Access Services to INNET TECHNOLOGIES, the CUSTOMER shall pay INNET TECHNOLOGIES the Deposit and such other fees and charges as required by INNET TECHNOLOGIES. INNET TECHNOLOGIES shall only make available such Services to the CUSTOMER after the Deposit and all such fees and charges are made to INNET TECHNOLOGIES in accordance with Clause 3.5 hereof.

3.2 The first month's Access Charges shall be payable on the Commencement Date and thereafter shall be payable monthly/quarterly, half yearly/yearly in advance on or before the seventh (7th) day of each calendar month [on or before the seventh (7th) day of each monthly/quarterly, half yearly/yearly].

3.3 The Access Charges shall be paid in full as and when due without demand, together with all charges, fees, costs or other amounts about the Internet Access Services without any deduction, set-off, counterclaim any other claim for whatsoever reasons. The CUSTOMER hereby agrees and acknowledges that non-receipt of any statement of account or billing from INNET TECHNOLOGIES towards the payment due and owing by the CUSTOMER in relation to the Internet Access Services shall not be a valid reason for the CUSTOMER to withhold or delay any payment due and owing to INNET TECHNOLOGIES. The CUSTOMER shall continue to be liable for all Access Charges and all other applicable cost, fees and charges regardless of the number of hours of usage or non-usage of the Internet Access Services by the CUSTOMER after the Commencement Date and irrespective of whether there is any period of interruption or loss of the Internet Access Services from any cause whatsoever.

3.4 6% interest will be charged per annum on any outstanding amount due and owing to INNET TECHNOLOGIES.

3.5 The payment by the CUSTOMER can be made by Credit Card, online transfer or cheque and the CUSTOMER shall signify the desired mode of payment when completing the Application Form as provided by INNET TECHNOLOGIES. If the payment is made by way of cheque, then the payment shall only be deemed to have been made upon clearance of the cheque and the monies credited to the account of INNET TECHNOLOGIES.

3.6 In the event of termination of this Agreement by either party, all money owing to INNET TECHNOLOGIES shall become immediately due and payable and INNET TECHNOLOGIES shall be entitled to set-off the Deposit against any amount owing to INNET TECHNOLOGIES up to the date of termination, subject to Clause 2.3 herein. If the Deposit is insufficient to cover the amount owing, then the CUSTOMER shall pay the shortfall to INNET TECHNOLOGIES within fourteen (14) days from date of INNET TECHNOLOGIES's written notice to the CUSTOMER.

3.7 The CUSTOMER shall pay the legal fees, stamp duties and such other charges/fees as may prescribed by INNET TECHNOLOGIES for any termination or re-registration/re-connection/re-activation of the Internet Access Services.

3.8 CUSTOMER acknowledges and agrees that INNET TECHNOLOGIES may offset any outstanding payment from Customer with any refund that may be due to Customer and have remained unpaid to Customer for a period of not less than one (1) year after it has become payable.

ITEM 4- SUSPENSIONS OR TERMINATION OF SERVICE

4.1 Without limiting the grounds hereunder, INNET TECHNOLOGIES may, at its option and without notice to the CUSTOMER, suspend or terminate the Internet Access Services or Services on any of the following grounds: -

- (a) The CUSTOMER fails to make any payment in accordance with the provision of Clause 3 of this Agreement;
- (b) The CUSTOMER offers similar internet access service which is either directly or indirectly in competition with the business of INNET TECHNOLOGIES without obtaining the prior written consent of INNET TECHNOLOGIES;
- (c) The CUSTOMER uses the Internet Access Service provided by INNET TECHNOLOGIES to directly or indirectly operate a Data Centre and offers its service;

(d) The CUSTOMER commits a breach of its covenants and obligations under this Agreement which in the opinion of INNET TECHNOLOGIES is incapable of remedy;

(e) The CUSTOMER commits a breach of its obligation under this Agreement which is capable of remedy but which is not remedied within three (3) days after receipt of a written notice of default from INNET TECHNOLOGIES requiring the CUSTOMER to remedy the breach;

(f) The CUSTOMER is insolvent, wound-up or falls into bankruptcy or commits an act of bankruptcy;

(g) The CUSTOMER takes any action or legal proceedings for its winding up, liquidation or dissolution (other than for the purposes of solvent reconstruction or amalgamation with the written consent of INNET TECHNOLOGIES) or for the appointment of a receiver and manager, official manager, liquidation, provisional liquidator, trustee, or similar officer;

(h) THE CUSTOMER falls into liquidation and makes an assignment for the benefit of its creditors or enters an arrangement with its creditors;

(i) If any legal or execution proceedings is levied or commenced against the CUSTOMER by INNET TECHNOLOGIES or any other party or judgment is entered against the CUSTOMER;

(j) The CUSTOMER uses the Internet Access Services for any of the non-permitted purposes stated under Clause 5.1 of this Agreement;

(k) In the event that INNET TECHNOLOGIES receives an order, instruction, notice and/or directive from any appropriate authority to do so;

(l) In the event that INNET TECHNOLOGIES ceases to provide any of the ancillary internet-based service(s).

4.2 In the event INNET TECHNOLOGIES opts to exercise its right to suspend the Internet Access Services, the Services shall be suspended until the breach mentioned in Clause 4.1 is rectified to the satisfaction of INNET TECHNOLOGIES within fourteen (14) days' period stated in INNET TECHNOLOGIES's notice, thereafter if the breach remains unrectified this Agreement shall automatically terminate.

4.3 In the event INNET TECHNOLOGIES suspends the Internet Access Services or part thereof, the Access Charges shall remain due and payable by the CUSTOMER during such period of suspension and the CUSTOMER shall not be entitled to a credit or refund for loss of access to the Services during the suspension period. INNET TECHNOLOGIES reserves the right to charge the CUSTOMER a fee for the re-connection of the Internet Access Services after the suspension.

4.4 In the event INNET TECHNOLOGIES suspends or terminates the Internet Access Services or Services, under Clause 4.1(k) and 4.1(l), CUSTOMER shall not be entitled to any compensation, credit or refund for the loss of momentary or further access to the Services arising from this termination. CUSTOMER undertake that there would not be any claim made on INNET TECHNOLOGIES arising from the loss of use of these Services.

4.5 On termination of this Agreement, the CUSTOMER shall pay INNET TECHNOLOGIES the Access Charges which is outstanding, and all other charges, fees and amounts invoiced to the CUSTOMER and all other cost and expenses incurred by the INNET TECHNOLOGIES but not invoiced to the CUSTOMER in accordance with this Agreement and which remains unpaid at the termination date together with any interest payable on those amounts.

4.6 All the equipment, if any supplied by INNET TECHNOLOGIES to the CUSTOMER remains the property of INNET TECHNOLOGIES and shall be returned and removed from the CUSTOMER's premises on termination of the Internet Access Services. INNET TECHNOLOGIES shall not be held liable for any damage or loss which the CUSTOMER may incur due to the suspension and/or termination of the Internet Access Services pursuant to this Agreement.

ITEM 5- NON-PERMITTED USAGE

5.1 The CUSTOMER must abide by generally accepted rules of conduct relating to the proper use of the Internet Access Services and shall not use the Internet Access Services for any of the following purposes: -

- (a) For any unlawful purpose including and without limitation, any criminal purpose;
- (b) To gain unauthorized access to any computer system, whether connected to the Internet, or any information regarded as private by other persons including company or corporation;
- (c) To send or intentionally receive any message, posting, data or material which is offensive on moral, religious or racial grounds or any threatening, harmful, unlawful, abusive, harassing defamatory, vulgar, obscene, profane, hateful, or otherwise objectionable material of any kind, including but not limited to, any material which encourages conduct that would constitute a criminal offence, civil liability or otherwise violate any local or international law. For the avoidance of doubt INNET TECHNOLOGIES shall be the sole arbiter of the violation of this clause;
- (d) To carry out or assist or attempt to carry out mail bombing or any other activity which overloads any mailbox with huge e-mail(s) or numerous number of e-mails;

(e) To carry out or assist or attempt to carry out spamming or any other activity that involves the sending of unsolicited e-mails which the recipient did not specifically request for;

(f) To introduce, assist or attempt to introduce any computer virus or any other harmful component to INNET TECHNOLOGIES or any other person's system via the Internet Access Services;

(g) To infringe or facilitate infringement of any intellectual property rights of any person;

(h) For any purpose, which is against public interest, public order or national harmony and security;

(i) In violation of any laws relating to unfair competition, anti-discrimination or false advertising; and

(j) Other than for the purpose for which it is subscribed, the CUSTOMER shall not share, rent, lease, offer or in any manner whatsoever give access to the Internet Access Services to any person without the prior written approval of INNET TECHNOLOGIES.

ITEM 6- INNET TECHNOLOGIES'S WARRANTIES

6.1 INNET TECHNOLOGIES makes no warranties, expressed or implied, for its Internet Access Services and disclaims any responsibility for the accuracy or quality of information obtained through INNET TECHNOLOGIES or its Services.

6.2 INNET TECHNOLOGIES shall endeavour to ensure the connection speed under proper condition, but makes no warranty on the bandwidth and response time on the Internet.

6.3 In the event if there are any technical difficulties in the provision of the Internet Access Services due to causes within the control of INNET TECHNOLOGIES, then INNET TECHNOLOGIES shall endeavour to resolve such technical difficulties to enable the CUSTOMER to have access to the Internet Access Services within a reasonable time in the event, the technical difficulties are major and cannot be resolved within 48 hours, INNET TECHNOLOGIES agrees not to charge CUSTOMER for the duration of the interruption of internet services.

ITEM 7- DISCLAIMERS

7.1 The CUSTOMER hereby acknowledges and agrees that INNET TECHNOLOGIES makes no representations or warranties, expressed or implied, as to the speed, completeness, feasibility, reliability or effectiveness of the Internet Access Services, or that the Internet Access Services shall be uninterrupted, timely, secured or error free, or that any information, software or other material accessible from the Internet Access Services shall be free from viruses or other harmful components or that defects have been or will be corrected. In no event shall INNET TECHNOLOGIES be liable to the CUSTOMER or any other party for any failure, disruption, down time, interruption, miscalculation, incorrect linkage, delay, inaccuracy or other non-performance of the Internet Access Services, or for any loss of information or otherwise or loss of data resulting from delays, non-deliveries, service interruption or the CUSTOMER's own errors or omissions in using the Internet Access Services or for any loss of lost business opportunity or loss of profit, consequential, indirect, special or incidental damages in connection with the use of the Internet Access Services.

7.2 INNET TECHNOLOGIES disclaims all warranties and conditions of any kind, whether express or implied, statutory or otherwise including but not limited to, all implied warranties of merchantability, fitness for a purpose, title, non-infringement, compatibility, quality, security and accuracy, relating to the subject matter of this Agreement.

7.3 INNET TECHNOLOGIES shall not have any liability whatsoever or be deemed to be in default for any delay or failure in performance under this agreement resulting from acts beyond its control, including but not limited to acts of God, acts or regulations of any governmental or supra-national authority, war or national emergency, accident, fire, lightning, riot, strikes, lockouts, industrial disputes, whether involving the employees of INNET TECHNOLOGIES.

7.4 The CUSTOMER shall be solely responsible, and INNET TECHNOLOGIES shall not be liable in any manner whatsoever for ensuring that in using the service all applicable laws, rules and regulations for the use of any telecommunication systems service or equipment shall be always complied with.

ITEM 8- TRANSFERABILITY

8.1 Unless otherwise agreed upon by the parties in writing, the CUSTOMER's right to use the Internet Access Services provided by INNET TECHNOLOGIES shall be exclusive and non-transferable and is subject to such limits and restrictions provided for in this Agreement.

8.2 INNET TECHNOLOGIES may assign or novate this Agreement or any part thereof to a corporate which is a parent company, subsidiary or related company of INNET TECHNOLOGIES and consent for the abovementioned is hereby given by CUSTOMER.

ITEM 9- MATERIAL AND EQUIPMENT

9.1 The CUSTOMER shall not remove any material or equipment provided by INNET TECHNOLOGIES from the premises or connects the material or equipment to any outlet other than the outlet to which they were initially connected by INNET TECHNOLOGIES.

9.2 The CUSTOMER shall not connect any other device to the designated cable modem outlet except those specified by INNET TECHNOLOGIES. Doing so may cause damage to the INNET

TECHNOLOGIES network and thereby subject the CUSTOMER to actions in law and equity.

9.3 The CUSTOMER shall maintain and keep in good order and condition all material or equipment provided by INNET TECHNOLOGIES. INNET TECHNOLOGIES may relocate the material or equipment for the CUSTOMER within the premises at the CUSTOMER's written request. The CUSTOMER should inform INNET TECHNOLOGIES if he/she wishes to relocate, either to a new or another site within the same premises or to a new or another address. Unauthorised use, relocation, and deployment of INNET TECHNOLOGIES materials, equipment and facilities shall be ground for termination of INNET TECHNOLOGIES's service. The CUSTOMER acknowledges that additional charges shall be imposed by INNET TECHNOLOGIES for such transfer or relocation of the material or equipment.

9.4 INNET TECHNOLOGIES reserves the right to inspect its cables and equipment used as well as their deployment and their connections in the CUSTOMER's premises during reasonable hours of the day/night. In this regard, the CUSTOMER authorises INNET TECHNOLOGIES and its employees, agents, contractors, and representatives to enter the premises to install, maintain, inspect, repair, and remove the equipment or service.

ITEM 10- LEASED EQUIPMENT

10.1 The CUSTOMER shall act with care of the Leased Equipment: -

(a) Take appropriate measures to safeguard the Leased Equipment and keep it at a safe place;

(b) Be responsible for all costs of repairs or replacement (based on latest market price) on the Leased Equipment in the event of defect, theft and misplacement of the said equipment.

(c) Return the Leased Equipment to INNET TECHNOLOGIES in the same condition as it was first provided to the CUSTOMER except the normal wear and tear upon termination of the Services, failing which, the CUSTOMER shall be liable to compensate INNET TECHNOLOGIES the amount based on the latest market price of the Leased Equipment.

ITEM 11- CUSTOMER RESPONSIBILITIES

11.1 The CUSTOMER shall be responsible for the following: -

(a) Installation, setting-up, suitability and configuration of his/her equipment (including hardware and software) for access to the Internet Access Services in accordance with INNET TECHNOLOGIES's specifications and requirements;

(b) Obtaining at his/her own cost all licenses, permits, consents, approval and rights as may be required for using the Internet Access Services and ensure that in using the Internet Access Services all applicable laws, rules and regulation for the use of any telecommunications systems, services or equipment shall be complied always;

(c) Securing at his/her own cost permit for entry of INNET TECHNOLOGIES's Services into the desired service area, particularly in the case of buildings, commercial establishments, and private residential areas. In cases where permission is necessary, INNET TECHNOLOGIES shall not provide the Internet Access Services without written consent from the owner or administrator;

(d) To bear and pay all taxes, levies and other costs imposed by the relevant authorities or under the law in relation to the Internet Access Services that may vary and will be actual and pass-through to the CUSTOMER, including but not limited to the Sales and Service Tax ("SST"). The CUSTOMER expressly agrees that in the event INNET TECHNOLOGIES is required to pay any such taxes, levies and other costs, including but not limited to the SST to the relevant authorities for the Internet Access Services or the equipment supplied to the CUSTOMER, INNET TECHNOLOGIES is entitled to charge it to the CUSTOMER;

(e) To pay all costs and expenses [including legal costs on a solicitor and client basis] incurred by INNET TECHNOLOGIES for any action for recovery of any payments due and owing by the CUSTOMER or for any breaches of the terms and conditions under this Agreement, and INNET TECHNOLOGIES may recover the same from the CUSTOMER forthwith;

(f) The CUSTOMER shall take all such measures as may be necessary to protect his/her own system and network;

(g) The CUSTOMER shall be responsible for maintaining the confidentiality of his/her passwords, if any, (including without limitation changing his/her passwords from time to time) and shall not reveal it to any other person. Where user identification is necessary to access the Service, the CUSTOMER shall use only his/her user identification;

(h) The CUSTOMER undertakes and agrees to indemnify, save and hold harmless INNET TECHNOLOGIES at all times against all actions, claims, proceedings, costs, losses and damages whatsoever including but not limited to libel, slander or infringement of copyright or other intellectual property rights or death, bodily injury or property damage howsoever arising which INNET TECHNOLOGIES may sustain, incur or pay, or as the case may be, which may be brought or established

against INNET TECHNOLOGIES by any person including a company or corporation whomsoever arising out of or in connection with or by reason of the operation, provision or use of the service or equipment pursuant to the act, omission or neglect of the CUSTOMER, his/her servants or agents.

ITEM 12- VARIATION TO THE TERMS AND CONDITIONS

12.1 INNET TECHNOLOGIES reserves the right to add, amend, change or delete the Terms and Conditions to the Application Form with prior notice to the CUSTOMER or as it deems fit.

ITEM 13- COMPLIANCE WITH APPLICABLE LAWS

13.1 The Customer shall comply with and not to contravene all applicable laws and regulations of Malaysia relating to services issued by relevant government bodies and/or authorities.

ITEM 14- SEVERABILITY

14.1 If any provision herein contained should be invalid, illegal or unenforceable under any applicable law, such provision shall be fully severable and this Agreement shall be construed as if such illegal or invalid provision had comprised a part of this Agreement and the legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.

ITEM 15- WAIVER

15.1 No delay or indulgence by INNET TECHNOLOGIES in enforcing any terms or conditions of this Agreement or granting of time by INNET TECHNOLOGIES to the CUSTOMER shall prejudice the rights or powers of INNET TECHNOLOGIES under this Agreement or at law.

15.2 Failure by INNET TECHNOLOGIES to exercise any part or all its rights under the terms and conditions of this Agreement or any partial exercise shall not act as a waiver of such right nor shall any waiver by INNET TECHNOLOGIES of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.

ITEM 16- GOVERNING LAW AND COURT JURISDICTION

16.1 This Agreement shall be governed and construed in accordance with the laws of Malaysia and the parties irrevocably submit to the exclusive jurisdiction of the court of Malaysia.

ITEM 17- ADDITIONAL TERMS

17.1 Innet Technologies Sdn Bhd reserves the right to decline any application without giving any reasons whatsoever.

17.2 All original duly executed Application Forms by the CUSTOMER must be forwarded to INNET TECHNOLOGIES for their approval at the address stated in Clause 1.1 before the Internet Access Services can be made available to the CUSTOMER.

ACCEPTANCE & ACKNOWLEDGEMENT BY CUSTOMER

To,
Innet Technologies Sdn Bhd
B-3-12, Block B, Level 3,
Megan Avenue II, Jalan Yap Kwan Seng,
50450 Kuala Lumpur, Malaysia.
Tel: +603-2630 8080
Fax: +603-2630 8088
Email: sales@innet.com.my

We confirm that we have read, understand and agree to be bound by the Terms and Conditions attached to this Application Form.

Authorised Signatory and Company Stamp

Name:

NRIC/ Passport No:

Designation:

Date:

<p>PERSONAL DATA For purposes of this document, the expression "personal data" shall bear the meaning as defined by the Personal Data Protection Act 2010 ("PDPA"), and includes "sensitive personal data" (as also defined by the PDPA).</p>	<p>DATA PERIBADI Dalam dokumen ini, ungkapan "data peribadi" mempunyai maksud seperti yang ditakrif oleh Akta Perlindungan Data Peribadi 2010 ("PDPA") dan meliputi "data peribadi sensitif" (seperti yang ditakrif oleh PDPA).</p>
<p>2 Where applicable, and in relation to any personal data that may have been or may from time to time hereafter be provided by or on behalf of such provider of personal data and/or obtained independently by the company from other lawful sources (if any) in connection with a commercial transaction: -</p> <p>2.1 the data provider covenants that the provider of such personal data has acknowledged, confirmed and consented to the company, and</p> <p>2.2 the data provider hereby acknowledges, confirms and consents to the company collecting, recording, holding, storing, using, dealing with and otherwise processing such personal data, for any of the following purposes:-</p> <p>(i) for the company's record-keeping in the ordinary course of its business;</p> <p>(ii) in all matters pertaining to the contract to be entered into or entered into with the company, including without limitation (a) for the company to communicate with the data provider, (b) for solicitors to prepare the agreements and to communicate with the data provider, (c) for provision of information to relevant authorities and service providers in particular (but not limited to) for the purpose of facilitating the provision of utilities and services or as otherwise required/permitted by law or the authorised utilities/service providers, (d) for notification (and convening of) meetings, invoices and other documents as the law may require or permit;</p> <p>(iii) to administer and give effect to the commercial transaction and the management and/or enforcement thereof, and to contact and communicate with the data provider and/or the organization and/or such other persons or companies as represented by the data provider;</p> <p>(iv) to contact and provide the data provider and/or the organisation and/or such other persons or companies represented by the data provider information regarding products, services, new launches, upcoming events, promotions, advertising, marketing and commercial materials (including emails, SMS or other means) and such other information as the company feels may be of interest to the data provider;</p> <p>(v) to be used in, to provide and/or to improve the services of the company, analysing consumption patterns and choices, market surveys, processing invoices and payments (including card payments) and providing other services to enhance and support the relationship of the data provider and/or the organization and/or such other persons or companies represented by the data provider;</p> <p>(vi) to enable the company's compliance with its obligations under any law, rule, regulation, by-law, order, guideline, directive, policy and such other requirements in force and as amended from time to time relating to the commercial transaction and/or relating to the conduct of the business or activities of the company.</p> <p>The data provider, the organization and/or such other persons or companies represented by the data provider respectively referred to above further acknowledge that information given or the request made by the data provider and/or the organisation and/or such other persons or companies represented by the data provider leading to the provision of any personal data is sufficient, accurate, complete and not misleading, and that such personal data is provided voluntarily and is necessary for the purposes set out above. Where the data provider provides any personal data for or on behalf of another, the data provider covenants that he has obtained the consent of such other and that the personal data is given voluntarily, accurately and is complete; failing which the data provider shall indemnify the company against any claims from such other person.</p>	<p>Di mana berkaitan, dan berhubung sebarang data peribadi yang telah atau mungkin dari masa ke semasa diberi oleh atau bagi pihak pemberi data peribadi dan/atau yang didapati secara bebas oleh syarikat dari sumber-sumber lain yang sah (sekiranya ada) yang berkaitan dengan transaksi komersial ini:-</p> <p>2.1 pemberi data berwaad bahawa pemberi data peribadi tersebut telah mengakui, mengesahkan dan bersetuju terhadap syarikat, dan</p> <p>2.2 pemberi data peribadi tersebut mengakui, mengesahkan dan bersetuju terhadap syarikat, memungut, merekod, memegang, menggunakan, mengendalikan, berurusan dengan dan memproses dengan apa cara jua data peribadi tersebut, bagi sebarang tujuan yang berikut:-</p> <p>(i) rekod simpanan syarikat dalam urusan biasa perniagaannya;</p> <p>(ii) dalam sebarang perkara berhubung kontrak yang akan dimasuki atau yang telah dimasuki dengan syarikat, termasuk tetapi tidak terhad kepada (a) bagi syarikat menghubungkan pemberi data, (b) bagi peguamcara menyediakan suratcara-suratcara perjanjian dan menghubungi pemberi data, (c) bagi memberikan maklumat kepada pihak berkuasa berkenaan dan pihak-pihak yang memberikan servis khususnya (tetapi tidak terhad) untuk memudahkan pemberian pelbagai kemudahan dan perkhidmatan atau dalam perkara-perkara lain yang diperlukan/dibenarkan menurut undang-undang atau oleh pihak pemberi kemudahan yang dibenarkan, (d) bagi memberi notis (dan pengaturanan) mesyuarat-mesyuarat, invois dan dokumen-dokumen lain menurut atau yang dibenarkan di bawah undang-undang;</p> <p>(iii) untuk mengendalikan dan memberi kesan kepada transaksi komersial dan pengurusan dan/atau penguatkuasaannya, dan berhubung dan berkomunikasi dengan pemberi data dan/atau organisasi dan/atau orang lain atau syarikat yang diwakili oleh pemberi data;</p> <p>(iv) untuk menghubungi and memberi pemberi data dan/atau organisasi dan/atau orang lain atau syarikat yang diwakili oleh pemberi data tentang produk, perkhidmatan, perancangan baru, acara yang akan datang, promosi, iklan, pemasaran dan bahan-bahan komersial (termasuk e-mel, SMS atau cara-cara lain) dan informasi yang lain yang syarikat rasa akan memikat pemberi data;</p> <p>(v) untuk digunakan, memberi dan/atau memperbaiki perkhidmatan syarikat, analisis corak penggunaan dan pilihan, kajian pasaran, proses invois dan bayaran (termasuk bayaran dengan kad) dan memberi perkhidmatan lain untuk meningkatkan dan menyokong hubungan antara pemberi data dan/atau organisasi dan/atau orang lain atau syarikat yang diwakili oleh pemberi data;</p> <p>(vi) untuk membolehkan syarikat mematuhi kewajipan di bawah sebarang undang-undang, rukun, peraturan, undang-undang kecil, perintah, garis petunjuk, surat arahan, polisi, dan lain-lain kehendak yang berkuatkuasa dari masa ke semasa termasuk pindaan dari masa ke semasa berkaitan dengan transaksi komersial dan/atau berkaitan dengan kelakuan perniagaan atau aktiviti-aktiviti syarikat.</p> <p>Pemberi data, organisasi dan/atau orang lain atau syarikat yang diwakili oleh pemberi data yang dirujuk di atas mengakui bahawa maklumat yang diberi atau permintaan oleh pemberi data dan/atau organisasi dan/atau orang lain atau syarikat yang diwakili oleh pemberi data yang membawa kepada pemberian sebarang data peribadi adalah mencukupi, tepat, lengkap dan tidak mengelirukan dan sebarang data peribadi yang diberi adalah secara sukarela dan adalah diperlukan untuk tujuan di atas. Di mana pemberi data memberi data peribadi bagi dan untuk pihak yang lain, pemberi data berwaad bahawa pemberi data telah mendapat persetujuan pihak yang lain dan data peribadi adalah diberi secara sukerela, tepat dan lengkap dan pemberi data akan mengantirugi syarikat terhadap apa-apa tuntutan daripada pihak yang lain tersebut.</p>
<p>3 Where personal data is requested, the data provider, the organization or such other persons or companies represented by the data provider has the option not to provide additional information requested other than the information which the company has indicated as necessary to facilitate the commercial transaction. If data provider does not complete the required fields for itself or on behalf of the organization or such other persons or companies represented by the data provider as the case may be, the company will not be able to offer the services and/or fulfill the request of data provider and/or the organization and/or such other persons or companies represented by the data provider.</p>	<p>Di mana data peribadi diminta, pemberi data, organisasi dan/atau orang lain atau syarikat yang diwakili oleh pemberi data mempunyai pilihan untuk tidak memberi maklumat tambahan diminta selain daripada maklumat di mana syarikat menunjukkan adalah perlu untuk memudahkan transaksi komersial. Jika pemberi data tidak melengkapkan bidang yang dihendaki untuk sendiri atau untuk pihak organisasi dan/atau orang lain atau syarikat yang diwakili oleh pemberi data yang membawa kepada berkenaan, syarikat tidak dapat memberi servis dan/atau memenuhi permintaan pemberi data dan/atau organisasi dan/atau orang lain atau syarikat yang diwakili oleh pemberi data.</p>
<p>4 In connection with the purposes above, the company is hereby permitted to disclose such personal data to the relevant authorities, the company's successor in interest, sponsors, advertisers, solicitors, insurers, adjusters, other advisers, suppliers, contractors and/or service providers, and the company's parent company, group of companies, related and associated companies, affiliates and partners, some of whom may be outside Malaysia, who may undertake administrative, management and operational functions for or on behalf of the company in respect of or arising from the commercial transaction or to support sales, marketing, promotion and/or advertising efforts.</p>	<p>Berhubung tujuan-tujuan yang dinyatakan di atas, syarikat adalah dibenarkan untuk mendedahkan data peribadi tersebut kepada pihak-pihak berkuasa berkenaan, pengganti kepentingan syarikat, penaja, pengiklan, penguamcara syarikat, syarikat insuran, penyelaras (adjusters), lain-lain penasihat, pembekal, kontraktor dan pemberi perkhidmatan, dan syarikat induk, syarikat-syarikat yang berkaitan atau sekutu dan rakan kongsi, yang mana beberapa mungkin berada di luar negara yang mengendalikan kerja-kerja pentadbiran, pengurusan yang tertentu dan fungsi-fungsi operasi untuk atau bagi pihak syarikat yang berkenaan dengan atau yang timbul dari transaksi komersial ini atau menyokong jualan, pemasaran, promosi dan/atau iklan.</p>
<p>5 In the event of a sale of business, disposal, acquisition, merger or reorganisation involving the company or the assets of the company to another party, personal data may be required to be disclosed and/or transferred to the other party as part of the process of sale, disposal, acquisition, merger or reorganisation. The data provider acknowledges and covenants that the provider of such personal data has acknowledged, confirmed and consented to the company that such disclosure and transfer may occur and hereby permit the company to release the personal data to the other party and its advisers and representatives and that the other party has the provider's consent to process such personal data.</p>	<p>Dalam keadaan jualan perniagaan, pelupusan, ambalalih, gabungan atau susunan semula melibatkan syarikat atau aset syarikat kepada pihak lain, data peribadi mungkin perlu untuk didedahkan dan/atau dipindah kepada orang lain sebagai sebahagian proses jualan, pelupusan, ambalalih, gabungan atau susunan semula. Pemberi data mengakui dan berwaad bahawa pemberi data peribadi mengakui, mengesahkan dan bersetuju kepada syarikat bahawa pendedahan dan pindahan mungkin berlaku dan membenarkan syarikat untuk mendedahkan data peribadi kepada pihak lain dan penasihat dan wakil dan pihak lain yang mempunyai persetujuan daripada pemberi untuk memproses data peribadi.</p>
<p>6 The data provider shall notify the company in writing of any change in any personal data provided. The data provider may request in writing for access to and to request for correction of personal data in accordance with the PDPA. In the event of such request, or if the provider of such personal data has an inquiry or complaint in respect of the company's handling of such personal data, the provider can contact the company at the company's office at B-3-12, Block B, Level 3, Megan Avenue II, Jalan Yap Kwan Seng, 50450 Kuala Lumpur, MALAYSIA Tel: +603-2630 8080; Fax: +603-2630 8088; Email: sales@innet.com.my; Contact Personnel: Sales Agent.</p>	<p>Pemberi data akan memberi notis bertulis kepada syarikat sekiranya terdapat perubahan kepada sebarang data peribadi yang telah diberikan oleh pemberi data. Pemberi data tersebut boleh meminta secara bertulis akses kepada dan untuk meminta pembetulan terhadap data peribadi menurut peruntukan-peruntukan PDPA. Untuk membuat permintaan tersebut, atau sekiranya pemberi data peribadi tersebut mempunyai sebarang pertanyaan atau aduan berhubung cara pengendalian data peribadi tersebut oleh syarikat, pemberi tersebut boleh menghubungi syarikat di pejabatnya di B-3-12, Blok B, Tingkat 3, Megan Avenue II, Jalan Yap Kwan Seng, 50450 Kuala Lumpur, MALAYSIA Tel: +603-2630 8080; Fax: +603-2630 8088; Emel: sales@innet.com.my. Berhubung dengan: Ajen Jualan.</p>
<p>7 In the event of any inconsistency between the English version and the Bahasa Malaysia version of the PDP clauses, the English version shall prevail over the Bahasa Malaysia version.</p>	<p>Sekiranya terdapat sebarang ketidakseragaman di antara versi Bahasa Inggeris dan Bahasa Malaysia klausa PDP ini, maka versi Bahasa Inggeris akan mengatasi versi Bahasa Malaysia.</p>

I/We hereby acknowledge and confirm that we have read and understood the terms and conditions stated in this PDP Clause and agree to comply and be bound by the terms and conditions herein./Kami mengakui dan mengesahkan bahawa kami telah membaca dan memahami terma-terma dan syarat-syarat yang terkandung dalam Klausa PDP ini dan bersetuju untuk patuh dan terikat dengan terma-terma dan syarat-syarat ini.

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Name:
Designation (Jawatan) :
Date (Tarikh):