

## U MOBILE GENERAL TERMS AND CONDITIONS (CONTENT PROVIDER ACCESS)

### 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement:

“Affiliate”	means any of our or your related or associate company including its successors-in-title and permitted assigns;
“Agreement”	means the agreement between you and us comprising these General Terms and Conditions, Service Terms and Conditions, and any other terms in documents which are expressly agreed to form part of the Agreement and any other terms and conditions that you and us agree from time to time;
“Charges”	means all setup, connection, re-connection, monthly subscription, usage, cancellation and administrative charges and other fees relating to the Service;
“Content”	means the products and services that may be in the form of text, sound, music, software, photographs, videos, graphics, data, messages or other material offered to the Subscribers, by you;
“Confidential Information”	means oral and written information of any kind, whether in printed or electronic format, including but not limited to technical information, data, know-how and information relating to either of our or your (including our or your holding, related or subsidiary companies’) business, marketing strategies, financial condition and operations whether or not labeled as “Confidential” and submitted by us to you, whether before or after the date of this Agreement, for the purposes relating to this Agreement. The terms of this Agreement shall also be “Confidential Information”. For the avoidance of doubt, Personal Data is Confidential Information for the purposes of this Agreement;
“Deposit”	means the amount payable by you to U Mobile as determined by U Mobile at its sole discretion based on your credit assessment as prescribed under Clause 3 of this Agreement;
“Disclosing Party”	means a party disclosing Confidential Information;
“Equipment”	means all servers, routers, access devices and other related equipment, software and facilities owned by you which are connected to the Network to facilitate access to the Content;

“Force Majeure”	means any circumstance beyond the reasonable control of a party which results in that party being unable to observe or perform on time an obligation under this Agreement, including but not limited to, acts of God, floods, storms, and any other natural disaster, acts of war, civil commotion, malicious damage, strikes or fire. An event or act shall not be excused or delayed by Force Majeure if it could reasonably be circumvented through use of alternative sources, work around plans or other means as may be agreed between the parties;
“General Terms and Conditions”	means these terms and conditions governing the Service we provide to you and any other terms and conditions stated or referred to in the Service Application Form;
“GSM”	means the earth-based digital global system for mobile communications;
“MCMC”	means Malaysian Communications and Multimedia Commission and includes any authority or organization which is designated as a successor to Malaysian Communications and Multimedia Commission;
“MMS”	means Multimedia Messaging Services; the message sent to and from mobile phones which may comprise text with images, audio, video and other media;
“Network”	means U Mobile's telecommunications network including any third party network operated by or on behalf of U Mobile and includes any other necessary infrastructure to enable the delivery of the Content to the Subscribers;
“Personal Data”	means any information that relates directly or indirectly to an individual who can be identified from that information or from that and other information in the possession of the Disclosing Party or the Receiving Party, including but not limited to a customer or employee of the Disclosing Party;
“Receiving Party”	means a party receiving Confidential Information;
“Revenue Share”	means the rates and percentage of revenue shared between you and us which is described in the relevant Service Terms and Conditions;
“Settlement Report”	means the report that shows a summary of the billed transactions generated by you over a specific period and all other relevant details that supports the amount of revenue payable by us to you;
“Service”	means any service provided by us to you including the Short Code which is described in the Service Application Form;

“Service Application Form”	means the application form you submit to us to apply for a Service. The Service Application Form incorporates these General Terms and Conditions;
“Service Commencement Date”	means the commencement date on which: <ol style="list-style-type: none"> <li>a) the Service is ready for use as notified by us; or</li> <li>b) if earlier, you first use the Service;</li> </ol>
“Short Code”	means a 5 digit code assigned by us or other service provider in relation to the Service;
“SMS”	means a mobile text message within 160 characters or its binary equivalent, which can be sent to and received from a GSM-device;
“Service Terms and Conditions”	means the specific terms and conditions that govern a Service, including any amendments made from time to time;
“Subscribers”	means the subscribers or other users of U Mobile who access or obtain the Content offered by you;
“we” or “us” or “our”	means U Mobile Sdn Bhd. (Company No.: 223969-U) or its Affiliates and where relevant includes its employees and agents;
“Website”	means the official website for the CPA, currently having <a href="https://www.cpa-umobile.com">https://www.cpa-umobile.com</a> as its Universal Resource Locator (“URL”); and
“you” or “your”	means the applicant described in the Service Application Form whose application is accepted by us and where relevant, includes your employees, agents.

## 1.2 Interpretation

In this Agreement:

- (a) singular includes the plural and vice versa;
- (b) headings have been inserted for guidance only and do not affect the interpretation of the provisions in this Agreement;
- (c) a reference to a statute includes regulations, ordinances or by-laws, amendments, replacements and regulations under it;
- (d) a person includes its executors, administrators, successors and assigns;
- (e) a reference to a clause, party, annexure, or schedule is a reference to a clause of and a party, annexure, or schedule to this Agreement;
- (f) a business day means any day other than Saturday, Sunday or a day that is a public holiday in Kuala Lumpur, Malaysia;

- (g) the meaning of general words is not limited by specific examples introduced by “including” or “for example” or similar expressions; and
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement.

### **1.3 Inconsistency**

If there is any inconsistency between the terms of this Agreement the following order of precedence will apply so that a document further down the order is read down to the extent of the inconsistency:

- (a) the Service Terms and Condition;
- (b) these General Terms and Conditions; and
- (c) any terms the Service Application Form.

## **2. OPERATION OF AGREEMENT**

- 2.1 This Agreement takes effect from the date your first Service Application Form is accepted by us and our acceptance is deemed to have been communicated to you upon our provision of the Service.
- 2.2 Acceptance by us of your Service Application Form for one Service does not mean that we accept your application for other Services or any services which are provided by us in the future.
- 2.3 Each Service Application Form accepted by us:-
  - (a) constitutes a separate contract, existing independently from any other Service Application Form; and
  - (b) is deemed incorporated as part of this Agreement together with the relevant Service Terms and Conditions.
- 2.4 Despite Clause 2.3, if you default under the relevant Service Terms and Conditions for a Service for which you applied under a Service Application Form, we are entitled to invoke default procedures in this Agreement in respect of the affected Service Application Form or other Service Application Forms or both.

## **3. DEPOSIT**

- 3.1 Within 14 days from the date of our notice to you, you must pay to us and maintain the Deposit, as security for the due and proper performance and completion of all of your obligations under this Agreement. The Deposit does not relieve you from your obligations to pay any amounts to us as they fall due nor does it constitute a waiver of our rights under this Agreement.
- 3.2 If you fail to remit the Deposit within the timeline prescribed in Clause 3.1, we may without prejudice to any of our rights and remedies and without any liability to you, terminate this Agreement or suspend the Service by providing a written notice to you. If we terminate this Agreement, neither you nor us will have any claim against each other except for any antecedent breaches.

- 3.3 If you fail to properly perform and complete your obligations under this Agreement, we may deduct any of our loss or damage (as ascertained and certified by us) from the Deposit. If we make the deduction from the Deposit, you must immediately pay to us such sum to ensure the amount of the Deposit is reinstated to the original sum before the deduction unless we notify you to pay a different amount.
- 3.4 If the Deposit is insufficient to meet payment of any of our loss or damage, the balance remaining will be a debt due and owing from you to us.
- 3.5 If you have duly performed and observed all your obligations under this Agreement, the Deposit will be refunded free of interest to you upon the termination or expiration of this Agreement.
- 3.6 We may vary the amount of the Deposit from time to time and will give you notice of any changes to the Deposit. If we notify you of the change, you must pay to us the new amount within the period stated in our notice.

#### **4. CHARGES AND PAYMENT TERMS**

- 4.1 From the Service Commencement Date, all initial fees, charges, costs, other fees, and expenses shall be payable by you on a monthly basis. However, the one-time setup fee is non-refundable and is payable upon submission of the Service Application Form for each Service.
- 4.2 We will invoice you on a monthly basis in arrears. All payments by you shall be made to us in Malaysian Ringgit unless otherwise mutually agreed by the parties. You shall pay us all amounts due within 30 days of the date of invoice, failing which we may impose interest at the rate of two percent (2%) per annum above the published base lending rate of Malayan Banking Berhad on any outstanding amount from the date payment was due. Interest will accrue from day to day and, at the end of every month, we will add any unpaid interest to the amount due and charge you interest on the total amount
- 4.3 All Charges exclude any taxes, levies, duties or other similar charges that may be assessed by any governmental authority in connection with the Service, and you shall bear all such taxes, levies, duties and charges.
- 4.4 You are responsible for all current and future taxes including service tax stamp duty and any other charges imposed by law in connection with the Service or this Agreement. If we are required under any law to deduct or withhold any sum as taxes imposed on any amount payable to us, the amount payable to us will be increased by such amount necessary to ensure that we will receive a net amount equal to the amount which we would have received in the absence of any such deduction or withholding

#### **5. REVENUE SHARE SETTLEMENT**

- 5.1 You agree to the Revenue Share as stated in the relevant Service Terms and Conditions.
- 5.2 If applicable, we will provide you with a Settlement Report on the use of the Content. We will send you the Settlement Report by the 10<sup>th</sup> business day of every month.
- 5.3 Computation of the revenue due to you shall be based only on the transactions set out in the Settlement Report. Despite this, only if there is an inconsistency of more than five percent (5%) between the Settlement Report and your own report by reference to the number of transactions in the Settlement Report, you shall notify us in writing within 20 days of receipt of the Settlement Report. If you fail to notify us within 20 days, the Settlement Report will be deemed final and conclusive. When we receive your written notice, each party will at its own

cost and expense investigate the variance and when resolved, and if it is determined that we have to pay you, our payment will be made in the following month together with the payments due to you for the transactions for the following month.

- 5.4 We will pay you the revenue based on the Revenue Share within 30 days of receipt of your invoice. However, we may, at our sole discretion, withhold your entire or any part of your Revenue Share for the duration that you delay or fail to make payments which are due and payable to us under this Agreement. We are also entitled to set-off your entire or any part of your Revenue Share against the total monthly charges of each month which are payable by you under this Agreement.

## **5A REFUND**

- 5A.1 (a) If we determine in our sole discretion that the Content has been transmitted to Subscribers:-

- (i) in violation of our policies including the Content Provider Conduct Policy or any documentation provided by us to you; or
- (ii) in breach of any applicable laws, regulations, industry codes (voluntary and involuntary) and standards including the Communications and Multimedia Act, 1998 and the Personal Data Protection Act 2010 relating to any Personal Data; or
- (iii) which results in any complaints submitted to MCMC and any other relevant industry consumer forums,

we may at our option issue a refund of the consumer retail prices of the Content charged to the Subscriber, to each affected Subscriber and recover from you such sum.

- (b) In addition to our rights in Clause 5A.1(a) above, if there is an error or problem that results in us issuing refunds to 30 or more Subscribers in connection with the Content, we may at our sole discretion charge you RM 5 for each MSISDN in addition to any other applicable amount refunded by us to the Subscribers as part of such Batch Refund resulting from issues with Content.

- 5A.2 We are entitled to set-off any refunds against any payment due to you under this Agreement.

## **6. CONNECTION TO OUR NETWORK**

- 6.1 You shall maintain the Equipment in good order and repair.
- 6.2 All Equipment used by you to connect to our Network shall be in accordance with rules, regulations and standards that we specify in writing from time to time including any technical specifications. You shall at our request, provide documents detailing the type and specifications of the Equipment used no later than 10 business days from the date of our request.
- 6.3 You are responsible for establishing a connection between our Network and your Equipment, to enable the provision of the Content to the Subscribers.
- 6.4 If the Content causes instability to our Network, we shall be entitled without any liability, to disconnect you from our Network without any prior notice.
- 6.5 If you have information which will assist us in the investigation of any system failure to the Network, you shall provide such information at our request.

## **7. CHANGES OR UPGRADES OF OUR NETWORK**

- 7.1 We have the absolute right to carry out any changes or upgrades to our Network, which may affect the connection between our Network and the Equipment. Wherever practicable, we will provide you with reasonable prior notice of such changes or upgrades. We are not responsible if you incur additional expenditures or losses due to such changes or upgrades to our Network.
- 7.2 If we give you prior written notice that you are required to upgrade your Equipment due to any upgrade on our Network, you shall complete your Equipment upgrade within the period stated in our written notice to continue to integrate with the upgraded Network. If you do not to upgrade your Equipment, the Service may be interrupted or adversely affected. Upgrade to our Network includes any change of servers, software and/or application protocol interphase.
- 7.3 If you decide not to upgrade your Equipment, you shall within 14 days from receipt of our written notice, notify us or if you fail to notify us within the 14 day period, we may terminate this Agreement immediately.

## **8. SUSPENSION OF OUR SERVICE**

- 8.1 We reserve the right to suspend the Service:-
- (a) at any time without giving any reason; or
  - (b) if you breach any provisions or warranties in this Agreement; or
  - (c) if we are directed to do so by MCMC or any governmental or statutory authority having jurisdiction over the matters in this Agreement; or
  - (d) if you fail to remit the Deposit within the timelines prescribed in Clause 3.1 above; or
  - (e) if you fail to remit the Charges for 2 consecutive months; or
  - (e) if we reasonably believe that you are involved in any of the following:-
    - (i) fraudulent activities, suspected or otherwise; or
    - (ii) SMS spamming, whether or not the SMS is sent from the Short Code or originates from an MSISDN number, international SMS gateway and/ or from any channel where the SMS is associated with the Service; or
    - (iii) misuse the Short Codes in any manner whatsoever.
- 8.2 If we suspend the Service under Clause 8.1, we will give you written notice which states the nature of your breach, if applicable. If you rectify such breach satisfactorily, we will reinstate the Service. During the suspension, we may, at our sole discretion, withhold your entire or any part of your Revenue Share until the suspension is lifted. However, the Charges shall remain payable by you during such suspension.
- 8.3 We may suspend the Services for operational reasons and we will endeavor to give you written notice if practicable.

## **9. USE OF OUR SERVICE**

- 9.1 You shall:-
- (a) comply with all applicable laws, ordinances, codes, rules, regulations, notices, instructions or directives of the relevant authorities or with any instructions, guidelines or directives we give in connection with the Service. Such applicable laws or regulations include subversive, defamatory, obscene or pornographic materials or

other content standards or breach of copyright, patent or other proprietary rights or in a manner which in our reasonable opinion may adversely affect the use of the Service by other users or the efficiency of our Network or Service; and

- (b) unless you notify us in writing, use the Service only for providing the Content to the Subscribers and shall not use the Service for or on behalf of any other party.

9.2 You shall not use our Service:-

- (a) in a manner which may violate any laws and/or generate a change in traffic in excess of your normal use (unless you have obtained our prior written consent) or which causes disturbance, interference, disruption or congestion to or adversely affects the efficiency of the Service, the Network;
- (b) to send unsolicited mail messages;
- (c) for any purpose which is against public interest, public order or national harmony;
- (d) to publish defamatory, obscene or other unlawful material;
- (e) in any manner which may infringe the copyright, patent, trademark, trade secret or other proprietary rights of any third party or rights of privacy; and
- (f) interfere with, damage, disrupt or unlawfully gain access to our Network or to any service, equipment or computer network belonging to us.

## 10. YOUR WARRANTIES

10.1 You warrant and represent to us that:-

- (a) you have the power and authority to enter into this Agreement and to perform fully your obligations;
- (b) you are under no contractual or other legal obligation which will in any way interfere with your performance under this Agreement;
- (c) you shall at all times inform the Subscribers of the full charges to be levied on the Subscribers for the Content;
- (d) you have all necessary rights to distribute, display, promote and provide the Content;
- (e) the Content does not and will not infringe any intellectual property rights of any third party and does not and will not constitute a defamation or invasion of the rights of privacy or publicity of any third party;
- (f) you have all the necessary consents, licenses and approvals from the relevant regulatory authorities, bodies and organizations which supervises any of the Content and the distribution of such Content;
- (g) you shall comply with all applicable laws, regulations and directives as may be issued from time to time by any governmental agency (including without limitation MCMC) in the provision of the Content under this Agreement including the Communications and Multimedia Act, 1998 and the Personal Data Protection Act 2010 relating to any Personal Data;

- (h) you shall ensure that the Content is provided according to the highest standards of professionalism and skill and otherwise in accordance with instructions, specifications, procedures, standards, guidelines, timeframe, if any, as we may issue from time to time;
- (i) you shall provide the Content in such a manner so not adversely affect our reputation;
- (j) you shall maintain proper and accurate records relating to the conduct of the Content, if any, for duration required by law and shall at our request, copies of such records;
- (k) the Content is an original work and has not been copied and or otherwise reproduced, derived or adapted marginally, wholly or substantially from any other work or material belonging to any third party,

You acknowledge that we have entered into this Agreement in reliance on your representations and warranties set out in this Clause.

- 10.2 You shall be responsible for the development, presentation, operations, and customer service of the Content and for notifying the Subscribers of the price for the use of the Content offered by you.

## **11. FORECAST**

- 11.1 You shall inform us of any expected increase in transaction volume that is likely to be substantially higher than our expectations. Content that generates high transaction volumes within a limited time including but not limited to voting, polling and contest within television or radio shows, shall not be carried out without our prior consent.
- 11.2 We may at any time request additional or new transaction volume forecast from you if we believe that there will be a significant change in the transaction volume.
- 11.3 You shall use reasonable commercial efforts to ensure that your Equipment has the capacity and performance capability to meet the expected increase in transaction volume. Upon our request, you shall provide information detailing the capacity and performance specifications of your Equipment.

## **12. CUSTOMER PRIVACY**

- 12.1 All Subscribers' personal information obtained by you through or in connection with the Content is subject to all applicable laws.

## **13. INDEMNITIES**

- 13.1 You indemnify and keep us and our employees, agents, officers and directors indemnified at all times from and against all loss, damage or liability (including reasonable legal fees), incurred as a result or arising from any actions, proceedings, claims and demands sustained, incurred or paid by us from any of your act, default or omission.

## **14. LIABILITY**

- 14.1 We will provide the Services to you on "as is" and "as available" basis and you agree and accept that you must use the Service at your own risk. We do not make any representation and disclaim warranties of any kind in relation to the Service including availability,

accessibility, timeliness and uninterrupted use of the Service; or sequence, accuracy, completeness, timeliness or the security of the Content and we also disclaim all implied warranties of merchantability, fitness for a particular purpose and non-infringement to the fullest extent allowed by law. This exclusion applies for our benefit and that of other service provider or telecommunication operator whose networks are connected to each other or to the Network and all our Affiliates.

- 14.2 We exclude all liabilities including our negligence from your use of the Service.
- 14.3 We will not be liable to you or to any persons claiming through you for any costs, loss or damage (whether direct or indirect), or for loss of revenue, loss of profits or any special or consequential loss including loss of profits, data, revenue, business and anticipated savings of any nature whatsoever.
- 14.4 Despite the above, our entire liability in contract, tort (including negligence or breach of statutory duty) or otherwise to you shall be limited to either RM 5000 or the total of the Charges in the 3 months preceding the relevant event or series of events, whichever is lower.

## 15. TERMINATION

- 15.1 Unless the Service Terms and Conditions of the Service state otherwise, either party may terminate a Service or this Agreement without any reason by giving at least 30 days prior written notice.
- 15.2 Despite Clause 15.1, we shall be entitled to terminate this Agreement or the Service immediately if:-
- (a) you fail to remedy a breach (which is capable of remedy) of any your obligations under this Agreement including payment of Charges by the due date, within 21 days of receiving our notice of breach; or
  - (b) a winding-up has been made against you and the order remains or will remain in effect for a continuous period of sixty 60 days
  - (c) a receiver, receiver and manager, official manager, provisional liquidator, liquidator, or like official is appointed over the whole or a substantial part of your undertaking and property; or
  - (d) an order is made or an effective resolution is passed, for your reconstruction and amalgamation or otherwise under Section 396 of the Companies Act 2016 or any other similar action or proceeding under any other law and the order or resolution remains or will remain in effect for a continuous period of 60 days; or
  - (e) the Service is suspended for 3 consecutive months.
- 15.3 We may suspend any part of the Service if any of the events specified under Clause 15.2 (a) to (d) occurs on your part.
- 15.4 Without prejudice to any other provisions, this Agreement shall be terminated without further liability to either party if :-
- (a) such termination is necessary due to any directive or regulation from any governmental or statutory authority having jurisdiction over the matters in this Agreement; or

- (b) such directive or regulation expressly prohibits either party from performing its obligations under this Agreement.

15.5 Upon termination of this Agreement, both parties shall cease to use the other party's name or refer to the other party in all its subsequent messages, notices, promotions or advertisements. All sums due or payable to us in respect to the Service up to the date that the Service is terminated will upon the termination of that Service become immediately due and payable to us.

## 16. FORCE MAJEURE

16.1 Either party shall not be held responsible or liable for any delay or failure to comply with any of the provisions of this Agreement due to Force Majeure events.

16.2 If a delay or failure of a party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that party's obligations will be suspended.

16.3 If a delay or failure by a party to perform its obligations due to Force Majeure exceeds 30 calendar days, either party may immediately terminate this Agreement on providing prior written notice to the other party.

## 17. CONFIDENTIALITY

17.1 The Receiving Party agrees and undertakes with the Disclosing Party to use the Confidential Information of the Disclosing Party only for the purposes of this Agreement and to protect the Confidential Information of the Disclosing Party using not less than the standard of care with which it treats its own Confidential Information but in no event less than reasonable care and shall ensure that the Confidential Information of the Disclosing Party is stored and handled in a way to prevent unauthorised disclosure. Further, the Receiving Party and the Disclosing Party agree to comply with all applicable and enforceable laws including the Communications and Multimedia Act, 1998 and the Personal Data Protection Act 2010 relating to any Personal Data disclosed by or on behalf of the Disclosing Party to the Receiving Party. The Receiving Party agrees to comply with all reasonable requests in relation to any Personal Data disclosed by the Disclosing Party, to enable the Disclosing Party to comply with its obligations under those acts.

17.2 Each party shall use its best efforts to limit dissemination of the Confidential Information of the Disclosing Party to its employees, consultants, officers, agents or sub-contractors and its holding or related companies' employees (collectively called "**Personnel**") to whom disclosure is necessary for each of them to perform his duties under this Agreement. Each party shall impose the above obligations of confidentiality on their Personnel.

17.3 The obligations above shall not apply, however, to any part of the Confidential Information which:

- (a) was already in the public domain or becomes so through no fault of the Receiving Party; or
- (b) is independently developed by the Receiving Party; or
- (c) is approved for release by prior written authorisation by the Disclosing Party; or
- (d) is required by law to be disclosed, provided, however, that prior to any such compelled disclosure, the Receiving Party will:
  - (i) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure; and
  - (ii) co-operate fully with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such

disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the Receiving Party will be entitled to disclose the Confidential Information, but only as and to the extent necessary to legally comply with such compelled disclosure; or

- 17.4 Despite anything to the contrary, you consent to us disclosing this Agreement and any related documents to the relevant authorities, our professional advisors, financiers or potential financiers, our potential investors and their financial advisors (which include public or private investors) for the purpose of an initial public offering of our shares or the shares of our Affiliates or potential investment in us or our Affiliates, if required for the purposes of such potential investment or for the purpose of securing financing.
- 17.5 Subject to Clause 17.3 and the balance of this Clause 17.5, these obligations of confidentiality shall be of no legal force or effect 3 years after the expiration or termination of this Agreement. Despite anything contained in this Agreement, all Confidential Information relating to Personal Data shall be kept confidential at all times without limitation of time.
- 17.6 Each party further agrees, upon termination for whatever cause of this Agreement, to forthwith return to the other all documents and any materials received in connection with the Agreement containing any of the Confidential Information of the other party.

## **18. VARIATIONS**

- 18.1 We may at our sole and absolute discretion amend, add or delete any provisions of this Agreement with immediate effect without any prior notice to you except for variations made to the Charges and Revenue Share which we will give least 30 days prior written notice before such variations become effective. We may at our option, notify you according to Clause 19 or by posting a notice on the Website. You are advised to review these General Terms and Conditions and all the relevant Service Terms and Conditions applicable to you which we post on the Website from time to time.
- 18.2 If you continue to use the Service after such variations are posted on the Website, you shall be deemed to accept the new terms of use. If you are not agreeable to such variations, you may immediately terminate this Agreement by giving us written notice of your intention to do so.
- 18.3 If the changes are necessary due to any directive or regulation from the regulatory authority or any governmental or statutory authority having jurisdiction over the matters in this Agreement, we will endeavor to notify you by giving reasonable written notice to you by posting the notice on the Website or according to Clause 19.

## **19. NOTICES**

- 19.1 Any notice given by you to us under this Agreement shall be in writing and sent to:-  
 Attention to: Digital Services & IoT,  
 U Mobile Sdn. Bhd  
 Lot 11.01, Level 11, East,  
 Berjaya Times Square,  
 1, Jalan Imbi,  
 Kuala Lumpur, Malaysia.
- Or to any address notified by us from time to time.
- 19.2 Unless otherwise provided in this Agreement, any notice or communication given by us to you shall be in writing and sent to the address given by you on the Website or at such address as you may notify from time to time.

- 19.3 Any notice given under this Clause shall be deemed served if:-
- (a) sent by prepaid registered post, on the 3<sup>rd</sup> day after posting;
  - (b) hand delivered, on delivery;
  - (c) if sent by email, on the next business day immediately after transmission; and
  - (d) if sent by facsimile, upon completion of transmission as evidenced by the transmission report generated by the transmitting.

## **20. MISCELLANEOUS**

- 20.1 This Agreement contains the entire agreement between you and us and supersedes all prior agreement, undertakings, negotiations and discussions between us.
- 20.2 The relationship of the parties is that of independent contracting parties. Nothing in this Agreement shall be construed as creating a partnership, agency or joint venture between the parties.
- 20.3 You shall not use U Mobile's logo, trademark and name without our prior written consent. Our prior approval must be obtained for all publicity and promotional material carrying our logo, trademark before they are released or published to the public.
- 20.4 If any of the terms in the Agreement are not valid or legally enforceable, the other terms will not be affected.
- 20.5 The laws and courts of Malaysia will govern this Agreement. Any processes or judgment may be served on you in the same way as the notices.
- 20.6 The clauses which by their nature survive termination of this Agreement shall so survive including Clauses 13, 14 and 17 shall apply even after the Agreement comes to an end.
- 20.7 If we delay or do not take action to enforce our rights under the Agreement, this does not stop us from taking action later.
- 20.8 You may only transfer your rights under this Agreement without our prior written consent but we may transfer or assign any our rights or obligations or both to our Affiliate by written notice to you.

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## **SERVICE TERMS AND CONDITIONS – CPA PREMIUM SMS & PREMIUM MMS**

### **1. SERVICE TERMS AND CONDITONS**

- 1.1. These Service Terms and Conditions are supplemental to the General Terms and Conditions.
- 1.2. If we accept your application for this Service, you must comply with the General Terms and Conditions and these Service Terms and Conditions including the Content Provider Conduct Policy.
- 1.3. A term or phrase which is capitalized but not defined here has the same meaning as the equivalent definition in the General Terms and Conditions.

### **2. PRODUCT DESCRIPTION**

This Service lets you sell your Content which is SMS/MMS based services that are delivered via SMS/MMS to Subscribers on our Network.

### **3. ACCESS**

- 3.1. You will be given access to our Network according to the technical specifications we provide to you. Access to our Network is dependent on your Equipment conforming to our technical specifications.
- 3.2. We will assign an exclusive Short Code to you to allow the Subscribers to access your Content and we will not allow any other party to use such Short Code in relation to any Service for a period of at least six (6) months after the termination or expiry of the term applicable to this Service.
- 3.3. When a Short Code is assigned to you for the Service, you will not have any rights to this Short Code except for the sole purpose of using the Service according to the Agreement. You shall not sell, transfer, agree to sell or agree to transfer this Short Code to anyone else.
- 3.4. We may, for operational or technical reasons or to comply with any requirements of the relevant authorities, withdraw or change any Short Code assigned to you. However, we will, where it is possible to do so, give you reasonable notice before the withdrawal or change of the Short Code.

### **4. YOUR OBLIGATIONS TO THE SUBSCRIBER**

- 4.1. You are responsible for:-
  - (a) the development, presentation and operation of the Content and for providing customer support services;
  - (b) notifying the Subscribers of the price for the use of the Content offered by you including SMS/MMS charges and if applicable, GPRS which shall apply in addition to the Content charges; and
  - (c) notifying the Subscriber how to opt-out of the service each time your Content is delivered to the Subscriber where or not your Content is provided as a subscription based service.
- 4.2. When a Subscriber erroneously orders, or uses a service that does not exist, you shall not charge the Subscriber when sending the error message. Nevertheless, you may charge the

Subscribers when you send them help messages relating to the Content.

## 5. CHARGES AND REVENUE SHARE

- 5.1. The Charges and Revenue Share in these Service Terms and Conditions are subject to change from time to time according to Clause 18 of the General Terms and Conditions. The Charges and Revenue Share will be in accordance with our prevailing rates available on the Website.

**Table A**

Description	Rates (RM)
One-time Setup Fee per Short Code	2,000.00
Monthly Short Code Maintenance Fee per Short Code	500.00

The one-time setup fee is payable when you submit the Service Application Form and is non-refundable.

If the Short Code is activated at the SMSC or Multimedia Message Service Centre (“**MMSC**”) by U Mobile on or before the 15<sup>th</sup> day of the month, the first invoice for the monthly Short Code maintenance fee will be issued during that activation month for the following month. For example: If a Short Code is activated on 10<sup>th</sup> July, we will issue the first invoice within the first 2 weeks of August for the July fee. Thereafter, all subsequent invoices for the monthly Short Code maintenance fee will be issued in advance at the start of each month.

If the Short Code is activated at the SMSC or MMSC by U Mobile after the 15<sup>th</sup> day of the month, the first invoice for the monthly Short Code maintenance fee will be issued in the next month after the activation month. For example: If a Short Code is activated on 20<sup>th</sup> July, we will issue the first invoice within the first 2 weeks of September for the August fee. Thereafter, all subsequent invoices for the monthly Short Code maintenance fee will be issued in advance at the start of each month.

**Table B** below sets out an example of applicable Content price categories and their corresponding Revenue Share for SMS:

**Table B**

Retail Price per SMS*	Your Share (60%)	Our Share (40%)
0.10	0.06	0.04
0.20	0.12	0.08
0.30	0.18	0.12
0.40	0.24	0.16
0.50	0.30	0.20
0.60	0.36	0.24
0.70	0.42	0.28
0.80	0.48	0.32
0.90	0.54	0.36
1.00	0.60	0.40
1.50	0.90	0.60
2.00	1.20	0.80

2.50	1.50	1.00
3.00	1.80	1.20
3.50	2.10	1.40
4.00	2.40	1.60
4.50	2.70	1.80
5.00	3.00	2.00
5.50	3.30	2.20
6.00	3.60	2.40
6.50	3.90	2.60
7.00	4.20	2.80
7.50	4.50	3.00
8.00	4.80	3.20
8.50	5.10	3.40
9.00	5.40	3.60
9.50	5.70	3.80
10.00	6.00	4.00

Note:\* **“Retail Price”** means the consumer retail prices of the Content charged to the Subscriber.

**Table C** below sets out an example of applicable Content price categories and their corresponding Revenue Share for MMS

**Table C**

<b>Retail Price*</b>	<b>Your Share (60%)</b>	<b>Our Share (40%)</b>
0.50	0.30	0.20
0.60	0.36	0.24
0.70	0.42	0.28
0.80	0.48	0.32
0.90	0.54	0.36
1.00	0.60	0.40
1.50	0.90	0.60
2.00	1.20	0.80
2.50	1.50	1.00
3.00	1.80	1.20
3.50	2.10	1.40
4.00	2.40	1.60
4.50	2.70	1.80
5.00	3.00	2.00
5.50	3.30	2.20
6.00	3.60	2.40
6.50	3.90	2.60
7.00	4.20	2.80
7.50	4.50	3.00
8.00	4.80	3.20

<b>Retail Price*</b>	<b>Your Share (60%)</b>	<b>Our Share (40%)</b>
8.50	5.10	3.40
9.00	5.40	3.60
9.50	5.70	3.80
10.00	6.00	4.00

Note:\* **“Retail Price”** means the consumer retail prices of the Content charged to the Subscriber.

5.2 All revenue:-

- (a) generated from Mobile Originating SMS or MMS (**“MO”**); and
- (b) comprising charges (where applicable, including but not limited to, GPRS charges) charged to the Subscribers arising out of the Subscribers’ use of our Network initiated by the Subscribers in relation to this Service

shall not be shared and shall be solely retained by us.

5.3 The Revenue Share in **Table B** and **Table C** above applies only on the amount billed for each successful transaction to the Subscribers and only if the SMS/MMS transactions are delivered through our Network. In the case of MMS, a Message Terminating MMS (**“MT”**) is deemed successfully sent once the recipient receives the MMS or if that Subscriber does not have an MMS-enabled mobile phone, a text notification via SMS and a successful delivery notification is received by the MMSC.

5.4 For each SMS/MMS sent by you using the Content prices, we shall impose a charge of seven sen (RM0.07) which shall be borne solely by you.

5.5 In addition to the Content prices, you may also choose not to charge the Subscribers by using the Zero-rated Mobile Terminating (**“ZMT”**) price category. ZMT is used when you would like to send the Content free of charge to the Subscribers. For each SMS/MMS sent as a ZMT by you, we shall impose a charge of seven sen (RM0.07) which shall be borne solely by you.

## 6. VARIATION

6.1 Any variation in these Service Terms and Conditions are subject to Clause 18 of the General Terms and Conditions.

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## APPENDIX 1-SERVICE TERMS AND CONDITIONS

### 1. SERVICE TERMS AND CONDITONS

- 1.1. These Service Terms and Conditions are supplemental to the General Terms and Conditions.
- 1.2 If we accept your application for this Service, you must comply with the General Terms and Conditions and these Service Terms and Conditions including the Content Provider Conduct Policy.
- 1.3 A term or phrase which is capitalized but not defined here has the same meaning as the equivalent definition in the General Terms and Conditions.

### 2. PRODUCT DESCRIPTION

- 2.1 This Service lets you send SMS to and to receive SMS from the Subscribers using a Short Code we assign to you. The Subscribers will not be charged for receiving the SMS sent by you, however, the Subscriber will be charged the normal prevailing SMS rates when sending the SMS to you.

### 3. ACCESS

- 3.1 You will be given access to our Network according to the technical specifications we provide to you. You agree that access to our Network is dependent upon your Equipment conforming to our technical specifications.
- 3.2 We will assign an exclusive Short Code to you to allow the Subscribers to access your Content and we will not allow any other party to use such Short Code in relation to any Service for a period of at least six (6) months after the termination or expiry of the term applicable to this Service.
- 3.3 When a Short Code is assigned to you for the Service, you will not have any rights to this Short Code except for the sole purpose of using the Service according to the Agreement. You shall not sell, transfer, agree to sell or agree to transfer this Short Code to anyone else.
- 3.4 We may, for operational or technical reasons or to comply with any requirements of the relevant authorities, withdraw or change any Short Code assigned to you. However, we will, where it is possible to do so, give you reasonable notice before the withdrawal or change of the Short Code.

### 4. YOUR OBLIGATIONS TO THE SUBSCRIBER

- 4.1 You are responsible for:-
  - (a) the development, presentation and operation of the Content and for providing customer support services;
  - (b) notifying the Subscribers of the price for the use of the Content offered by you including if applicable, GPRS and MMS charges which apply in addition to the Content charges; and
  - (c) notifying the Subscriber how to opt-out of the service each time your Content is delivered to the Subscriber where or not your Content is provided as a subscription based service.

- 4.2 When a Subscriber erroneously orders, or uses a service that does not exist, you shall not charge the Subscriber when sending the error message. Nevertheless, you may charge the Subscribers when you send them help message(s) in relation to the Content.

## 5. CHARGES

- 5.1 The Charges in these Service Terms and Conditions are subject to change from time to time according to Clause 18 of the General Terms and Conditions and the Charges will be in accordance with our prevailing rates available on the Website.

**Table A**

Description	Rates (RM)
One-time setup fee per Short Code	2,000.00
Monthly Short Code Maintenance Fee per Short Code	500.00

The one-time setup fee is payable when you submit the Service Application Form and is non-refundable.

### **Bulk SMS Charges**

For each SMS transmitted through our Network, you will be charged RM0.06 flat rate.

- 5.2 Until otherwise stated, the SMS shall not be transmitted to other network operators in Malaysia.
- 5.3 You must verify the Subscriber's phone number through the MNP service provider, Talian Gerak Alih Sdn Bhd (or its successor or assign) before delivering to the System.

## 6. PAYMENT

- 6.1 You agree that any invoice issued by us shall be conclusive of the amounts payable by you. Nevertheless, only if there is a discrepancy of more than five percent (5%) between our invoice and your own report and the variance is based on the number of transactions in the invoice, you shall notify us in writing within 20 days of receipt of our invoice. If you fail to notify us within 20 days, our invoice will be deemed final and conclusive. When we receive your written notice, each party will at its own cost and expense investigate the variance.

## 7. VARIATION

- 7.1 Any variation in these Service Terms and Conditions are subject to Clause 18 of the General Terms and Conditions.

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## APPENDIX 2-PARTNER CONDUCT POLICY

### IMPORTANT NOTICE

When providing your Content to the Subscribers, you must comply with:

- your obligations under applicable laws, regulations, industry codes (voluntary and involuntary) and standards including the Communications and Multimedia Act, 1998 and the Personal Data Protection Act 2010 relating to any Personal Data ("**Laws**");
- your obligations under the General Terms and Conditions (Content Provider Access) and the Service Terms and Conditions ("**Agreement**"); and
- this Policy.

It is your sole responsibility to be fully conversant with all Laws and to comply at all times with all Laws in respect of the provision of marketing messages and the advertising and provision of your Content. Compliance with this Policy may not always ensure compliance with all Laws. Our rights under the Agreement may not be limited or excluded in any circumstances, including for example by the content of this Policy and your use or interpretation of this Policy.

#### 1. COMPLIANCE WITH INDUSTRY CODES

- 1.1 You must comply with any industry codes as amended from time to time. Any breach of such codes is a breach of this Policy and the Agreement.

#### 2. SUBSCRIBER CONSENT FOR CONTENT

- 2.1 You must not provide any Content to a Subscriber unless you obtain the Subscriber's prior consent to receiving that service. Consent will be deemed **not** to have been obtained if the Subscriber was not clearly informed in advance of the nature, content and cost of that Content.
- 2.2 You must implement procedures to enable the Subscriber to easily, conveniently and without cost opt out of receiving any Content or marketing message.
- 2.3 Where a Subscriber notifies you of their wish to opt out of any Content or opt out of receiving marketing messages, the request must be complied with immediately and you must confirm by return message, at no charge to the Subscriber, that the Subscriber's request has been acted upon.

#### 3. SUBSCRIBER CONSENT - MARKETING MESSAGES

- 3.1 You must not provide any marketing messages to a Subscriber unless that Subscriber has consented to opt in to receiving marketing messages.

#### 4. ADVERTISING AND PROMOTION OF YOUR CONTENT

- 4.1 Advertising for your Content must clearly and prominently set out the material terms, nature and cost of the Content.
- 4.2 Pricing information must include any sign-up cost and where applicable, a per message price.
- 4.3 Messages which are distributed shall contain the name of the party providing the Content.
- 4.4 SMS shall only be transmitted between 8:00a.m. to 7:00p.m or such other times as may be imposed by any relevant Laws

## **5. CUSTOMER CARE AND COMPLAINTS HANDLING**

- 5.1 You must provide satisfactory Subscriber complaint and inquiry processes and procedures to address any issues raised in relation to the supply of your Content or marketing messages to the Subscribers.
- 5.2 You must train your staff who are involved in the marketing, sales, customer care and complaints handling of your Content in relation to the requirements of this Policy and ensure that consistent factual information is provided to Subscribers by your staff.
- 5.3 Where a complaint is not resolved by you, we may resolve the complaint in a manner it considers appropriate, based on available information, and you must cooperate with us in doing so.

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**APPENDIX 3  
(SERVICE ORDER TEMPLATE)**