

TERMS AND CONDITIONS FOR PRIORITY BROADBAND SERVICES

These terms and conditions govern all services related to the Priority Broadband services ("Services") including but not limited to the Subscriber Premise Equipment ("Equipment"), provided by Packet One Networks (Malaysia) Sdn. Bhd. (571389-H) ("Service Provider") to you ("Subscriber").

(Each of Service Provider and Subscriber are hereinafter collectively referred to as "Parties" and individually as "Party").

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING UP FOR THE SERVICE. BY ACCEPTING AT THE END OF THESE TERMS AND CONDITIONS, SUBSCRIBER AGREES TO THE TERMS AND CONDITIONS OF THE PRIORITY BROADBAND APPLICATION FORM. SERVICE PROVIDER RESERVES THE RIGHT TO UPDATE OR REVISE THESE TERMS AND CONDITIONS FROM TIME TO TIME. SERVICE PROVIDER MAY GIVE NOTICE OF AMENDMENT TO SUBSCRIBER IN SUCH A MANNER AS SERVICE PROVIDER DEEMS APPROPRIATE. CONTINUATION IN THE ACCESS OR USE OF THE SERVICE SIGNIFIES ACCEPTANCE BY SUBSCRIBER OF CHANGES TO THESE TERMS AND CONDITIONS.

1. Definitions and Interpretation

The following words have the following meanings in this Agreement, unless the contrary intention appears:

"Application Form" means document provided by Service Provider to be filled by Subscriber to apply for the Services;
"AP" means access point, as more particularly described in No. 4, of Schedule 2;
"Designated Address" means Subscriber's designated address as stated in Subscriber's Application Form (as more particularly described in Clause 5.1);
"Distribution Point" means P1 Point of Present (POP)

"Registration Date" means the initial term of this Agreement, as more particularly described in Clause 16;

"Minimum Period of Services" means duration of services as stated in Term Sheet

"Priority Broadband" means broadband offered by P1, as more particularly described in No. 1 of Schedule 1;

"P1" shall mean Packet One Networks (Malaysia) Sdn Bhd (Company No: 571389-H) or any one of its related companies (as defined in the Companies Act 1965);

"P1 Network" means equipment, software and facilities operated by P1 to enable the provision of the Service to Subscriber;

"Ready For Service Date" means the date when the Service commences, as more particularly described in Clause 3.3;

"Registration Date" has the meaning ascribed to it in Clause 3.1;

"Renewal Term" means the renewed tenure of this Agreement, as more particularly described in Clause 16;

"Subscriber Premise Equipment" means equipment, software and all facilities to be procured, installed and maintained by Subscriber at Subscriber's premises in order to use the Service, including without limitation, cabling and wiring required to connect the equipment to the P1 Network as well as the horizontal cabling from Subscriber's premises to the P1 Network;

"Services" defined to include wireless internet leased line services as well as any value-added services provided by Service Provider;

"Termination Sum" has the meaning ascribed to it in Clause 16.3; and

"Terms" has the meaning ascribed to it in Clause 16.3;

"User Acceptance Test Date" defined the date of final testing on the acceptance of the Services provided by Service Provider to the Subscriber

"User Acceptance Test Form" means document provided by the Service Provider and to be used as final confirmation by Subscriber on acceptance of the Services

2. Provision of Services

Service Provider agrees to provide and Subscriber agrees to use the Service subject to these terms and conditions, including any schedules and exhibits, as amended by Service Provider from time to time ("Terms").

3. Commencement of Services

3.1. These Terms shall become effective on the date on which Service Provider accepts Subscriber's application for the Service ("Registration Date") and, subject to contrary provisions provided herein, shall continue to be effective until all Service provided hereunder has expired or duly terminated.

3.2. Service Provider reserves the right to decline any application without assigning any reason therefor.

3.3. This Service shall commence on the Ready for Service date.

4. Application for the Service Registration

4.1. Subscriber shall execute an application form which shall comprise the Subscribers details, the installation plan, including address ("Designated address") and particulars of the subscriber premise equipment. The Subscriber shall submit all supporting documents to the Service Provider with the Application form.

4.2. The Subscriber shall also execute a User Acceptance Test Form which allows the Service Provider to conduct a User Acceptance Test at the Designated Premises. This form is to be returned to the Service Provider within one (1) week after the installation of the Equipment at the Designated Address.

4.3. Subscriber shall ensure that all information submitted to Service Provider for the purpose of subscribing to the Service are accurate, current and complete and Subscriber undertakes to inform Service Provider of any updates to such information in accordance with Clause 14 below.

5. Service Availability

5.1. Availability of the Service shall only be at areas and premises designated ready to receive the Service, which will be defined by the Service Provider.

6. Service Packages

6.1. Subscribers will be allowed to upgrade the service at any time from the date of Service Activation upon giving seven(7) days written notice to the Service Provider.

7. Installation of the Subscriber Premise Equipment

7.1. Each Subscriber shall receive the Subscriber Premise Equipment and other items in a package for the Service subscribed.

7.2. Unless otherwise arranged or provided to Subscriber, Service Provider and/or its appointed contractor shall fix an appointment date with Subscriber for installation of the Subscriber Premise Equipment (if any) at the Designated Address by Service Provider and/or its appointed contractor, subject to Subscriber confirming the readiness and availability of all the basic equipment required for the Service as stated on the Application Form.

7.3. Upon Service Provider's satisfaction that Subscriber is ready with all the basic equipment required for the Service as specified in Clause 7.2 above, Service Provider and/or its appointed contractor shall confirm the appointment date and Service Provider and/or its appointed contractor shall carry out the installation of the Subscriber Premise Equipment at the Designated Address at such time as may be agreed by the Parties.

7.4. Service Provider shall during the term of any Service repair, maintain and replace, if necessary, the Subscriber Premise Equipment. Subscriber agrees that the Subscriber Premise Equipment shall not be serviced by anyone other than Service Provider's employees or contractors.

7.5. In connection with any Subscriber Premise Equipment that may be provided by Service Provider for use of the Services, Subscriber shall:

(i) make appropriate measures to safeguard the Subscriber Premise Equipment;

(ii) properly maintain and keep the Subscriber Premise Equipment at a safe place;

(iii) adhere to all instructions and notice (written or otherwise) given by Service Provider from time to time regarding the use of such Subscriber Premise Equipment;

(iv) be responsible for all costs of repairs incurred in relation to the Subscriber Premise Equipment in the event it is proven that any fault in such Subscriber Premise Equipment whether by act or omission is caused by Subscriber;

(v) return and surrender the Subscriber Premise Equipment to Service Provider in the same condition as when it was first provided to Subscriber, normal wear and tear excepted, upon termination of the Service;

(vi) be liable to pay Service Provider for any Subscriber Premise Equipment which Subscriber fails to return or surrender to Service Provider upon termination of the Service;

(vii) not sell, transfer, lease, encumber or assign all or part of the Subscriber Premise Equipment;

(viii) not change the electronic serial number of equipment identifier of the Subscriber Premise Equipment;

(ix) not tamper, modify, reverse engineer, disassemble or decompile the Subscriber Premise Equipment;

(x) not hold Service Provider liable in the event that Subscriber's own equipment and/or other devices is damaged due to including but not limited to floods, fire and lightning strike whilst using the Subscriber Premise Equipment; and

(xi) not hold Service Provider liable or responsible in the event that Service Provider is unable to replace or change the Subscriber Premise Equipment to a similar model or type as Subscriber's existing Subscriber Premise Equipment and Service Provider reserves the right to replace the Subscriber Premise Equipment to any model or type available at the relevant time, at Service Provider's sole discretion.

7.6. In the event of any interruption, loss or unavailability of the Service and/or any technical faults encountered with the Subscriber Premise Equipment, Subscriber may request for technical assistance from Service Provider and/or its appointed contractor. Service Provider may contact Subscriber to obtain all necessary information regarding Subscriber's network and applications that may be required in support of problem determination and resolution, and Subscriber shall use his/her's best endeavour to provide Service Provider with such information.

7.7. Upon visiting Subscriber's premises, if Service Provider and/or its appointed contractor determines that such interruption, loss or unavailability of the Service is not attributable to or caused by any fault in the Subscriber Premise Equipment or Service Provider's network, then Service Provider reserves the right to impose charges at the rate as specified in the Application Form or any other rate as may be prescribed by Service Provider from time to time for the visit to Subscriber's premises.

7.8. The Service Provider shall ensure that the Equipment is in good and working condition and in the event the Equipment is not in good and working condition, the Service Provider reserves all the right to deliver a new Equipment or use a refurbished Device to be exchanged with the Subscriber's faulty/damaged Device within three (3) days from the date of request from the Subscriber.

7.9. The Subscriber shall ensure that the Equipment and any part thereof is in good and working condition and in the event the Equipment or any other items in the package is damaged or lost due to the negligence of the Subscriber, the Subscriber shall immediately inform the Service Provider to purchase a replacement from the Service Provider only and shall pay the sum of Ringgit Malaysia (RM) only as a replacement cost.

7.10. However, if the Equipment or any part thereof is damaged or lost which is not caused by the negligence of the Subscriber, the Subscriber shall inform the Service Provider in writing together with the submission of the relevant documents i.e. police report etc wherein the Service Provider shall reserve the right to investigate whether to replace the Device or any part thereof with a fee or otherwise.

8. Charges

8.1. Except as otherwise provided in these Terms, the Subscriber shall be billed for the services subscribed accordingly on a monthly, quarterly, half yearly or yearly basis. The billing cycle shall commence on the actual Ready for Service date as per the User Acceptance Test Form duly executed.

8.2. The first bill to the Subscriber shall include but not limited to two (2) months subscription fees and thereafter the subscription fees shall be billed accordingly.

8.3. Subscriber shall be liable for and shall promptly pay to the Service Provider, within the time period specified in the Service Provider's bill for the Service, all charges, fees, rentals, costs or other amounts whatsoever shown in Service Provider's bill, notwithstanding that the Subscriber may dispute the same for any reason whatsoever. In the event the amount stated in Service Provider's bill or any part thereof remains unpaid after the due date, the Service Provider reserves the right to temporarily

suspend the account and charge the Subscriber interest on the sum that remains unpaid at the rate of 1.5% interest per month to be calculated from the due date to the date of full payment, or Ringgit Malaysia Ten (RM10.00) whichever is greater.

Acceptance of late or partial payment shall not waive any of the rights of the Service Provider to collect the full amount of the charges for the Service. Notice of any disputes must be made by the Subscriber in writing to the Service Provider within thirty (30) days of the date of the relevant bill or Subscriber shall be deemed to have waived any objection.

8.5. Subscriber is obligated to conduct a reasonable inquiry in the event that the Subscriber has not received the bill within the expected period. Subscriber acknowledges that no receipt of any statement of account, bill, statement or any correspondence in relation to the Service subscribed shall not be a valid reason for the Subscriber to withhold or delay any outstanding payments to Service Provider.

8.6. Service Provider is entitled to revise the subscription fee, activation fee, Equipment price and any other fees and charges for the Service. Service Provider may decrease the fees without providing advance notice. Increases to the fees for the Service are to take effect on such effective dates as may be specified by Service Provider provided that such effective dates shall be no sooner than thirty (30) days after Service Provider posts them on the website www.p1.com.my

Subscriber hereby agrees to pay the Service Provider charges for the relocation of the Designated Address and the relocated Designated Address must be within the Services coverage area. The Service Provider shall not relocate the service if the Designated Address is outside the coverage area.

8.8. The request for relocation of the Designated Address shall constitute a cancellation of services and Subscriber shall be liable to pay the Service Provider for cancellation charges together with the relocation charges as stated in Clause 8.7.

9. Changes to the Service

Any alteration, modification, restoration and/or investigation to the Service or Service configuration, and the cost of the Service based on Subscriber's request is chargeable to Subscriber at a rate as specified in the Application Form or any other rate as may be specified by Service Provider from time to time.

10. Subscriber's Responsibilities

10.1. Subscriber shall:

10.1.1. be responsible for the set-up or configuration of his/her/its own equipment for access to the Service;

10.1.2. comply with all notices or instructions given by Service Provider from time to time in respect of the use of the Service;

10.1.3. be solely responsible for obtaining, at his/her/its own cost, all licenses, permits, consents or approvals which may be required for the use of the Service;

10.1.4. comply with the rules of any network to which Subscriber has access through the Service;

10.1.5. comply with and not contravene any and all applicable laws and regulations of Malaysia, whether relating to the Service or otherwise including but not limited to the Communications and Multimedia Act 1998;

10.1.6. be solely responsible for all information retrieved, stored and transmitted by Subscriber through the use of the Service;

10.1.7. obtain Service Provider's prior approval before making any changes to the network configuration and interconnecting the private network to any public network;

10.1.8. be responsible for ensuring that Subscriber's personal computer is equipped with the necessary network card;

10.1.9. provide basic infrastructure for installation of the Subscriber Premise Equipment including but not limited to internal wiring;

10.1.10. pay and settle all fees and any other charges due to Service Provider in accordance with these Terms;

10.1.11. abide and adhere to all Service Providers Terms and Conditions;

10.1.12. and comply with the provisions of all access agreements executed between Service Provider and third parties.

11. Prohibited Use

11.1. Subscriber shall:

11.1.1. not use the Service, any equipment, relevant technology and intellectual property rights for any unlawful purpose including without limitation for any criminal purposes;

11.1.2. not use the Service to send unsolicited electronic messages or any message which is abusive, threatening or otherwise on moral, religious, racial or political grounds to any person including a company or a corporation;

11.1.3. not disrupt the normal use of the Service for other subscribers;

11.1.4. not compromise or infect any systems with computer viruses or otherwise;

11.1.5. not infringe any intellectual property rights of Service Provider, its related companies and subsidiaries or any third party;

11.1.6. not use the Service to access or connect to any computer system connected to the Internet or any information regarded as private by any person including a company or corporation;

11.1.7. not share the Service with any person including a company or corporation without the prior written approval of Service Provider and shall use the Service only for the purpose for which it is subscribed;

11.1.8. not reveal or divulge the Service Provider to any third parties;

11.1.9. not modify, reverse engineer, translate, disassemble or decompile the Service and Subscriber Premise Equipment, or otherwise to attempt to derive the source code of the software that enables the Service and not use the Service in any manner, which in the opinion of Service Provider may adversely affect the use of the Service by other subscribers or efficiency or security as a whole;

11.2. In respect of the Terms under Clause 11.1 hereinabove Subscriber shall indemnify and keep the Service Provider indemnified against all costs, expenses, loss and damages that may arise out of Subscriber's non-adherence thereto.

12. Security

12.1. Subscriber shall take all such measures as may be necessary to protect his/her/its own system and network.

12.2. Subscriber shall be responsible for maintaining the confidentiality of his/her/its passwords, if any, (including without limitation changing his/her/its passwords from time to time) and shall not reveal the same to any other person.

12.3. Service Provider shall not be liable for Subscriber's loss of access to the Service if Subscriber fails to protect his/her/its password and other security information confidential.

12.4. Subscriber acknowledges that Service Provider shall not be liable for the security of Subscriber's data or passing over the Service or the Service Provider Network and that Service Provider shall have no obligation to ensure, and makes no representations or warranties concerning the security of such data. Subscriber shall be solely responsible for the data retrieved, stored or transmitted through the Service or the Service Provider Network.

12.5. Subscriber agrees that Service Provider is not liable for any unauthorized access to Subscriber's data even where the access occurs as a result of a fault in the Service Provider Network or any other equipment or software owned, operated or supplied by Service Provider.

13. Suspension of Service

13.1. Without prejudice to any other rights or remedies and notwithstanding any waiver by Service Provider of any breach by Subscriber, Service Provider may suspend all or any of the Service for a period determined by Service Provider in its sole discretion in the event that:

13.1.1. Any fees and / or payment due hereunder for the Service provided which has not been settled in full and remains due and payable to the Service Provider;

13.1.2. Subscriber fails to comply with these Terms;

13.1.2.1. there is reasonable suspicion of fraudulent or illegal activity by Subscriber;

13.1.2.2. a legal suit is filed against Service Provider to do so; and / or

13.1.2.3. any scheduled or unscheduled outages occur which cause interruption to the Service, including but not limited to maintenance of Service Provider's equipment or systems.

13.2. In the event of any suspension of the Service by Service Provider in accordance with Clause 13.1, Subscriber shall remain liable to pay a suspension fee at the rate specified and upon such terms, as it deems proper reconnect the Service, in which event the Service and these Terms shall continue in effect as if the Service had not been suspended.

13.3. In the event the device is lost, stolen, damaged or otherwise including but not limited to Force Majeure, the Subscriber shall report this to the Service Provider and may suspend the services until the said device is replaced at the Subscriber's own costs and expenses as stated in Clause 7 above. The monthly subscription and commitment fees or any fixed charges shall be charged to the Subscriber accordingly during the suspension period whether the suspension is voluntary or involuntary.

14. Change of Subscriber's Details

Subscriber undertakes to inform the Service Provider of any change of Subscriber's information provided earlier as per the Application Form. Failure by Subscriber to notify Service Provider of such changes shall be a waiver of Subscriber's right including the right to be notified under these Terms as the case may be.

15. Termination

15.1. Without prejudice to any other rights or remedies of Service Provider under these Terms or at law, Service Provider may terminate any or all Service immediately, in the event that:

15.1.1. Subscriber breaches any term, condition, undertaking or warranty hereunder and such breach has not been remedied for a period of thirty (30) days after receipt of the written request to remedy the same;

15.1.2. any event of Force Majeure occurs as specified in Clause 24 hereof, which continues for a period of more than sixty (60) days;

15.1.3. Subscriber fails to comply with Service Provider's policies (and/or instructions) communicated to Subscriber on-line and such non-compliance shall remain unremedied for a period of thirty (30) days after receipt of the written request to remedy the same;

15.1.4. Subscriber is in breach of any provision under Communication and Multimedia Act, 1998 and the Malaysian Communication and Multimedia Commission Act, 1998 or any other rules, regulations, by-laws, acts, ordinances or any amendments thereto;

15.1.5. Service Provider has suspended any Service to Subscriber pursuant to Clause 13.1 and 13.2 above for sixty (60) days or longer.

Subscriber may terminate any Service upon providing thirty (30) days written notice to Service Provider subject to the Subscriber remains liable to pay all fees, costs and charges due to the Service Provider prior to the termination date.

Notwithstanding the termination by Service Provider pursuant to Clause 15.1, Subscriber shall remain liable for all fees due and owing to Service Provider during the subsistence of this Agreement. Such termination shall not prejudice the right of Service Provider to recover all charges, costs and interest due and any other incidental damages incurred thereto.

Service Provider shall not be liable to Subscriber for any claim for damages or costs of any nature whatsoever arising out of discontinuance of the Service due to the termination or expiration of any Service or these Terms in accordance with its term including but not limited to any claim for loss of profits or prospective profits or for anticipated loss.

16. Disclaimer

16.1. The Service is provided on an "as is" basis. Service Provider disclaims all warranties and representations of any kind, express, implied, or statutory including without limitation the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Service Provider does not warrant that any of the Service will meet Subscriber's specific requirements or will be uninterrupted, timely and secure or error free.

16.2. Service Provider shall not be liable to Subscriber for any direct and incidental loss, cost, claim, liability, expenses, demands or damages whatsoever (including any loss of profits, loss of savings or incidental or consequential damages), arising out of Subscriber's use, misuse, or failure or inability to use the Service provided by Service Provider hereunder or the liability (if any) is limited to that of the Service Provider if Service Provider decides that the Service is not up to par and not due to Subscriber's

act or omission.

16.3. Service Provider shall not be liable in any way whatsoever for any loss or damage to any property or injury to any person howsoever caused, whether negligent or otherwise arising out of any installation and/or configuration where such task is conducted by Subscriber.

16.4. While every care is taken by Service Provider in the provision of the Service, Service Provider shall not be liable for any loss of information howsoever caused whether as a result of any interruption, suspension, or termination of the Service or otherwise, or for the contents accuracy or quality of information available, received or transmitted through the Service.

16.5. Subscriber shall be solely responsible, and Service Provider 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 telecommunications systems, service or equipment shall be at all times complied with.

17. Indemnity

17.1. Subscriber undertakes and agrees to indemnify, save and hold harmless Service Provider 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 Service Provider may sustain, incur or pay, or as the case may be, which may be brought or established against Service Provider by any person including a company or corporation howsoever arising out of or in connection with or by reason of the operation, provision or use of the Service and/or equipment under and pursuant to these Terms and which are attributable to the act, omission or neglect of Subscriber, his servants or agents. This paragraph shall survive termination of these Terms and the Service.

17.2. Service Provider shall use its best endeavours to ensure the continuity and efficiency of the Service at all times but shall not be liable for any loss, damage, consequential or otherwise, arising out of any failure of the Service caused unless such default, error, omission or loss is due to the willful neglect or fault of Service Provider. Notwithstanding the aforementioned, the extent of Service Provider's liability shall be limited to correcting the failure of the Service only.

18. Confidential Information

Subscriber shall at all times maintain the confidentiality of all information imparted to him/her/it pursuant to these Terms and/or in connection with any Service. Subscriber shall not disclose or give to any third party any such information without the prior written consent of Service Provider.

19. Entire Agreement

19.1. These Terms comprise the complete registration and activation process for each Service submitted by Subscriber to Service Provider, represent the entire understanding, and constitute the whole agreement, in relation to its subject matter and supersedes any previous agreement between the Parties with respect thereto, and, without prejudice to the generality of the foregoing, excludes any warranty, representation or undertaking implied at law or by custom.

19.2. In the event of a conflict between terms and conditions set forth in the main body of these Terms and the terms in a service specific schedule, the terms in the service specific schedule shall govern.

20. Severability

If any provision herein contained should be invalid, illegal or unenforceable under any applicable law, such provision shall be fully severable and these Terms shall be construed as if such illegal or invalid provision had never comprised a part of these Terms and the legality and enforceability of the remaining provisions of these Terms shall not be affected or impaired in any way.

21. Assignment

Subscriber shall not assign any of his/her/its rights or obligations under these Terms to any other person whatsoever. Service Provider may assign and/or novate these Terms to any third party and consent for the abovementioned is hereby deemed given by Subscriber.

22. Indulgence and waiver

22.1. No delay or indulgence by Service Provider in enforcing any term or condition of these Terms or granting of time by Service Provider to Subscriber shall prejudice the rights or powers of Service Provider under these Terms or at law.

22.2. Failure by Service Provider to exercise any part or all of its rights under these Terms or any partial exercise shall not act as a waiver of such right nor shall any waiver by Service Provider of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.

23. Notice

Service Provider may give notice by way of posting a notice on its website or by e-mail or other communication coordinates. All notices, requests or other communications required or permitted to be given or made hereunder by Subscriber to Service Provider shall be in writing and delivered either by hand, or sent by prepaid registered post addressed to Service Provider's registered office address (or such other address as Service Provider may revise from time to time). Such notices, requests or other communications shall be deemed to have been given by facsimile or e-mail immediately after transmission thereof or if sent by post (including posting on the website by Service Provider), forty-eight (48) hours after posting.

24. Force Majeure

24.1. Service Provider shall not be liable for any breach of these Terms arising from cause beyond its control, including but not limited to:

24.1.1. war, whether declared or not, civil war, civil violence, riots and revolution, acts of piracy, acts of sabotage;

24.1.2. natural disasters and Acts of God, such as violent storms, cyclones, earthquakes, tsunamis, tidal waves, floods, destruction by lightning;

24.1.3. explosions, fires, destruction of machines, of factories and of any kind of installations;

24.1.4. boycotts, strikes and lock-outs of all kinds, go-slows, occupations of factories and premises, work stoppages, embargo, labor shortages or disputes, failure of the internet; and

24.1.5. acts of authority, whether lawful or unlawful.

24.2. Service Provider may terminate any Service by giving written notice to Subscriber, in the event that the Force Majeure event which has occurred prevents Service Provider from performing and/or continuing its obligations for more than a period of fourteen (14) days.

25. Governing Law and Forum

These Terms shall be governed and construed in accordance with the laws of Malaysia and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Malaysia courts.

26. Taxes

Where any Goods and Services Tax ("GST"), Value Added Tax ("VAT"), Government tax or equivalents thereof, is applicable to Service Provider as the supplier under these Terms, Service Provider is entitled to charge Subscriber the GST, VAT and/or equivalents thereof payable to the government.

27. Subscriber's Warranties and Acknowledgement

27.1. Subscriber hereby warrants that:

27.1.1. he/she/it has the legal capacity to enter into these Terms and is not a minor; and

27.1.2. if Subscriber is a body corporate, it has the required corporate authority to enter, execute and be bound by these Terms.

27.2. Subscriber acknowledges that:

27.2.1. he/she/it has read and fully understood all the terms and conditions herein upon accepting these Terms and agrees to be bound by the same upon Service Provider accepting the application; and

27.3. Subscriber further acknowledges and agrees that:

27.3.1. it is Service Provider's policy to use Subscriber's data and personal information collected or acquired through the registration process or through Subscriber's use of Service Provider's products and services for its business purposes.

27.3.2. Service Provider may use and/or share with its licensors Subscriber's personal information for the purposes of customizing advertisements and content on the website(s) and Service Provider's partner sites, providing information to Subscriber and other products and services available from Service Provider, its licensors and its affiliate, processing and fulfilling Subscriber request for products and services, responding to Subscriber enquiries, conducting research for improvement of the Service and relevant technology and products, and statistical analysis and the general operation and maintenance of the Service and its related website(s).

27.3.3. Service Provider will disclose Subscriber's personal information if required to do so by law or in good faith, if such action is necessary to:

27.3.3.1. comply with any legal authority, law enforcement agency, court orders or legal process; and/or

27.3.3.2. protect and defend the rights or property of Service Provider, its licensors and its users.

28. Schedules Integral to this Agreement

For the avoidance of doubt, the Parties agree and understand that the contents of the schedules to this Agreement shall be deemed to form and be construed as an integral part of this Agreement and shall be binding upon them.

29. Data

The Subscriber shall, upon executing this Agreement, consent and permit Service Provider to use/disclose the Subscriber's personal data for purposes including but not limited to data matching, transferor transfer of data, Call Line Identification Presentation (CLIP), credit checking and/or for any purpose deemed to be in the interest of Service Provider and for the compliance of any laws and regulations.