



Ansar Mobile Prepaid Services - Terms & Conditions

This Ansar Mobile prepaid mobile service (the "Service") is provided by REDtone Engineering & Network Services Sdn Bhd (526020-T) ("REDtone"), and provided to you subject to the following terms and conditions.

These terms and conditions are published on our official website www.ansarmobile.com.my. By using the Service and/or upon activation, you agree to all these terms and conditions as may be amended from time to time.

1. REGISTRATION

- You confirm that you are at least 12 years of age.
- The information you provided for registration are valid and accurate which includes your name, address and identification documents (i.e. National Registration Identification Card (NRIC) or passport) and such other details as may be required by us.
- We reserve the right to decline supply of the Service to you based on reasons including but not limited to your eligibility for the Services, the availability of the Services and your compliance with our registration requirements.

2. ACTIVATION

Your use of the Service(s)

- 2.1 The Ansar Mobile starter pack will be activated upon registration. You are reminded that the activation of the starter pack will be upon the registration of the starter pack and the credit in the starter pack will expire within 5 days from the date of activation. If you purchase the starter pack from www.ansarmobile.com.my, it has to be activated in accordance to the instruction provided in the invoice.
- 2.2 We shall not be liable for any reimbursement in the event that the balance forfeiture, any damages, cost, loss or expenses suffered as a result of termination or expiry of your account or Service(s)
- 2.3 You agree to make sure everyone who uses your mobile phone or our Service including yourself comply with the Terms and Conditions. We recommend that, in order to prevent unauthorized use of your Services, you use, where available, a PIN, passwords, toll barring options and other access code features provided with your mobile phone and SIM to ensure that only you are able to access and use the Services.

3. CREDIT VALIDITY

- 3.1 Your credit or airtime balance can only be used when your account is active. Upon activating your starter pack, your credit or airtime balance will only be valid for 5 days from the day of registration. To keep your account active you must perform a reload. Any credit or balance in your account cannot be exchanged or redeemed for cash. The validity period of the call credit in your account varies depending on the value of the

top ups purchased. REDtone reserves the right to change or modify the validity period without prior notification. You will be notified via text message of the top up amount, total available credit and new validity period upon each successful top up.

- 3.2 Upon expiry of the validity period, you will have 60 days to perform a reload, failing which your mobile number or account will be automatically terminated without any further notice.

4. YOUR ACCOUNT AND CHARGES

- 4.1 In order to use the Services you will need to have a prepaid account which is in credit. As charges are incurred they will be deducted from the credit balance of your account. You can add additional credit to your prepaid account by buying top-up credit from our website OR from our authorized Agents. You can always check your balance by using your mobile phone.
- 4.2 Each top up credit has an expiry date and cannot be used after that date. We will not give refunds for any not used by their expiry date.
- 4.3 The charges for calls made from your mobile phone are set out in our website. Generally, there is a minimum three minute charge for each call. The charges for our other Services are set out on our website and are also available by our customer services.
- 4.4 We may change our charges from time to time without any prior notice given to you.
- 4.5 As we have no control of your mobile phone and/or SIM, you are liable for all charges under this agreement whether incurred by you or someone else using your mobile phone or SIM (with or without your knowledge). This includes when your mobile phone or SIM has been lost or stolen.
- 4.6 If the credit balance on your account is used up while you are on a call, the call will be automatically disconnected. We will not be liable for calls being disconnected after your credit has been used up.
- 4.7 If you have no credit on your account you will not be able to make any outgoing calls (except to emergency services 999) or use any other Services that would incur a charge.
- 4.8 If any supply made by the Services is a taxable supply to which the applicable tax (including but not limited to the Malaysian Goods and Services Tax ("GST") would apply ("Applicable Tax"), then REDtone reserves the right to levy the Applicable Tax at the prescribed rate and you agree to pay the amount of the Applicable Tax.

5. YOUR OBLIGATIONS & RESPONSIBILITIES

You agree :

- 5.1 to comply with all your obligations in this agreement;
- 5.2 to provide us with all information we reasonably request in connection with this agreement and make sure that all information you give to us is accurate and complete;

- 5.3 to keep confidential, and do not disclose to any other person, any PIN or other access code feature used by, or allocated to, you in connection with the Services;
- 5.4 not to use the Services in a way that is abusive or offensive, sensitive, racist, in breach of any intellectual property right or for an illegal, immoral or fraudulent purpose;
- 5.5 not to use the Services to advertise, transmit, store, post, display, or otherwise make available pornographic materials and/or any form of child sexual abuse material;
- 5.6 not to use the Services to spam, mail bomb, publish any unlawful material, harvest information about others, create a false identity, access or upload any content which breaches a third party right, or any other similar activity;
- 5.7 comply with all applicable laws of Malaysia, including the Communication and Multimedia Act 1998 and any other requirements, codes, notices or restrictions issued by the government, regulatory agencies;
- 5.8 comply with all notices or directions issued by us from time to time;
- 5.9 not to do anything or introduce anything (including any virus) that may damage or harm the network or equipment or any third party's network;
- 5.10 that using the Services does not give you any rights in any part of our network.
- 5.11 to authorize us or a person approved by us to remotely access your mobile phone in order to perform any tasks that in our opinion are reasonably necessary to protect you or our other customers, or to maintain, alter or protect the integrity or performance of the network or our Services or where we have been directed to do so by law;
- 5.12 not to transfer any benefit or obligation of this agreement to any other person.
- 5.13 not to forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message or employing any other method to disguise or mislead any user name or the source or quantity of the emails transmitted;
- 5.14 not to advertise, transmit, post, facilitate or solicit any content, product or service that contains malware or any other harmful, damaging or destructive programs or software or make them available;
- 5.15 not to make or attempt any illegal or unauthorized access to any part or component of the Service(s), the network or any third party equipment, accounts, systems or networks whether directly or otherwise; or to carry out or attempt any activity (including preparatory work) involving system penetration (i.e. port, stealth, security or penetration scans or other information gathering activity) on our network or its service providers' servers or network;
- 5.16 not to disrupt or undermine the security of the various networks and systems that are connected to the Service(s) or violate the regulations, policies or procedures of such networks. This may include any failure to update software that is known to be vulnerable to malicious activity or exploitation;

- 5.17 not to violate any party's rights, affect other users' enjoyment of or access to any Service(s) or cause annoyance, harassment, irritation, inconvenience or anxiety to anyone, e.g. denial of service attacks, pinging and mail bombing, fraud or pirating software;
- 5.18 not in any way infringe an individual's privacy or other personal rights;
- 5.19 not to engage in any activity, that we determine to be harmful to our customers, operations, reputation, goodwill or customer relations;
- 5.20 for resale or otherwise to be provided to third parties without our prior consent, whether for profit or not;
- 5.21 not to use or copy any material from the Services or this website for any commercial purpose or change any copyright, trade mark or other intellectual property right notices contained in the original material or from any material copied or printed as a result of the Services.

6. OUR SERVICES

- 6.1 Our Services allow you to make and receive most local, national and international calls (when within our network coverage area) using a capable mobile phone, and access a range of other Services such as texts and data.
- 6.2 We will try our best to provide quality Services to you at all times and with reasonable care and skill. Due to the nature of mobile telecommunications, at times our ability to do so will be affected by factors outside of our control including, but not limited to, geographic conditions and physical obstructions, weather conditions, the number of people trying to use our network at the same time or faults in other networks used by us to provide the Services to you as well as our Services' reliance on systems and other services that we do not own or control. We cannot promise or guarantee that our Services will be continuous or error-free or available at a particular location.
- 6.3 The quality, speed and coverage of the Services also depends partly on your mobile phone and the telecommunications networks.
- 6.4 The Service is provided on an "as is" and "as available" basis and we shall not be liable for and make no express or implied representation or warranties of any kind in relation to the Service including but not limited to availability, accessibility, timeliness and uninterrupted use of the Service.
- 6.5 The Services may also be unavailable at times due to maintenance, repairs, upgrades or modifications to our network or other networks used by us to provide the Services to you. Where it is within our control, we will try our best to keep such unavailability to a minimum.

7. REDTONE'S RIGHTS

- 7.1 REDtone reserves the right to make any changes to the Service(s) in whole, or any part thereof, or withdraw or suspend, disconnect or terminate the Service(s) or any part thereof and we will not be liable to you or any third party for any loss (including loss of revenue), loss of Service(s) or connectivity or inconvenience as a result thereof.

- 7.2 REDtone reserves the right to change, alter, withdraw or amend any part of or the whole of these Terms and Conditions at any time without prior notice to you. Any variations, additions or amendments will take effect on the date the variations, additions or amendments is posted on our official website. By continuing to use the Service, you agree to be bound by such changes, alteration or amendments thereof.
- 7.3 In the event you do not agree to such changes, alteration or amendments made to the Terms and Conditions, you may exercise your right to terminate this agreement by ceasing to use the Service(s).
- 7.4 We scan our documents for purposes of data security, further security measure for prevention of loss documents, for efficient and better document management. You agree that all such scanned documents including the Registration Form, Agreement, and/or other applicable documents, are relevant and admissible in evidence.
- 7.5 We are entitled to manage your allocated bandwidth including without limitation reducing your speed or suspending your bandwidth to the Service(s) to ensure fair access to all our customers on the same network with or without prior notice to you as prescribed in the our fair usage policy or other network's fair usage policy.

8. MOBILE NUMBER PORTABILITY ("MNP")

- 8.1 You confirm and agree that:
- a. the Mobile Numbers requested for porting by you must be approved by Malaysian Communications and Multimedia Commission from time to time;
 - b. the Mobile Number Portability request may be subject to a non-refundable porting fee;
 - c. only active Mobile Numbers are eligible for Porting. Mobile Numbers which have been suspended, terminated, blacklisted on the defaulters database and/or barred will not be eligible for Porting;
 - d. we may, upon receipt of a Port request, notify you by way of SMS the progress of your Port request; and
 - e. we may, upon receipt of a Port request, send you a validation SMS to confirm the Porting out process, wherein your failure to respond to the validation SMS may result in a Port request being rejected by us.
- 8.2 You confirm and agree that all your services associated with the Mobile Number provided by the Donor Network Operator ("DNO"), including value added services, rate plans, charges and fees will be terminated when the SIM Card of the DNO is deactivated upon your successful Porting to the Recipient Network Operator ("RNO") and Activation of Ansar mobile SIM Card. You acknowledge and accept that for Porting of a prepaid mobile number, any balance of credit you had with the DNO will be forfeited. We will not be liable or responsible to you or any third party claiming through you for such forfeiture of any balance of credit and any loss or damage whether direct, indirect, special or consequential, or for loss of business, revenue or profits or of any nature suffered by you, or any other person, or any injury caused to or suffered by a person or damage to property by reason of termination of the DNO SIM Card and services associated with the Mobile Number provided by the DNO.

- 8.3 You are responsible for identifying supplementary Mobile Numbers (e.g. voice, fax and data) that you wish to Port along with your primary mobile numbers and to provide all information necessary for us to proceed with the Porting request.
- 8.4 You consent, confirm and agree that your request to Port your Mobile Number is a notice to terminate your subscription with the DNO. We will not be responsible or liable for any unsuccessful or failure to Port to us.
- 8.5 In the event of a Port to us, or Port withdrawal or Port reversal to the DNO, we:
- a. are not responsible for any period of outage of your Service(s) or any related ancillary Service(s);
 - b. are not liable to you or any person claiming through you for any damage, loss, costs or expenses or other liability in contract or tort or otherwise direct or indirect, in relation thereto,
- 8.6 You will be responsible to fully settle all outstanding bills from the DNO. If there is non-payment by you of all outstanding bills from the DNO, the Service(s) with us may be disrupted.
- 8.7 Credits and/or any balance of credits in your Account are not redeemable for cash.
- 8.8 Provision of these Service(s) and the Agreement's terms and conditions will only be effective upon activation of the Ported Mobile Number by us.
- 8.9 You expressly authorise us to disclose information regarding your Mobile Number to other telecommunication Service Providers to facilitate the Porting activity.

9 WITHHOLDING, SUSPENDING OR RESTRICTING SERVICES

- 9.1 We may withhold, suspend or restrict your use of any or all of the Services or disconnect you from the network with or without warning if:
- you do not comply with the terms and conditions of this agreement or any other agreement with us;
 - you or anyone who uses your mobile phone or SIM damages our network or puts our network at risk;
 - you harass, abuse or threaten our staff; or
 - you notify us that your mobile phone or SIM has been lost or stolen.
 - if we reasonably believe that you, or any network, facilities or equipment used by the you is, or is likely to, damage, impair, interrupt, interfere with, degrade or otherwise jeopardise the network and/or the Service;
 - if access by the SIM to our Service is or becomes unlawful or illegal;
 - if REDtone and/or other network used by us is required or instructed to do so by a government agency;
 - you do not comply with our registration requirement by providing false information during the registration; or
 - in an emergency.
- 9.2 We may also temporarily suspend your use of the Services without warning if the network needs urgent maintenance or upgrading.

- 9.3 When we withhold, suspend, restrict or disconnect a Service for the reasons set out in clause 9.1 above, you may have to purchase a new SIM before you can use the Services again.

10. SIM REPLACEMENT

REDtone reserves the right to impose a charge for any SIM card replacement.

11. INDEMNITY

You agree to indemnify, defend and hold harmless REDtone, its directors, officers, employees, suppliers, licensors, agents, affiliates and any third party content providers, from and against any losses, damages, claims, costs, expenses, demands, and actions, due to or arising out of your use of the Services, your access or connection to the Site, your violation of these Terms, or your violation of any rights of another. These obligations will survive any termination of your relationship with REDtone or your use of the Service. REDtone reserves the right to assume the defense and control of any matter subject to indemnification by you, in which event you will cooperate with REDtone in asserting any available defenses.

12. NOTICE

We may send you notices by sending you an SMS or by publishing the notice on our website.

13. GOVERNING LAW

This agreement is governed by the laws of Malaysia and you submit to the exclusive jurisdiction of the courts of Malaysia in respect of any dispute or proceeding arising out of it.

14. PERSONAL DATA PROTECTION ACT

You agree that by executing by using the Services, you are giving consent to REDtone that the information collected by REDtone from you ("Personal Information") will be used and/or disclosed in accordance to our Privacy Policy as posted on our website and Personal Data Protection Act 2010. You agree to read REDtone's Privacy Policy <http://www.ansarmobile.com.my/Home/AnsarPrivacy> to understand your rights with regards to your Personal Information.