

GENERAL TERMS & CONDITIONS OF SERVICE(S) – ANSAR MOBILE BUSINESS CUSTOMERS

*All terms that are in **BOLD** are defined at the Definitions section located at the end of this document.

1. GENERAL

1. The **Service(s)** are made available to you by **REDtone for Ansar Mobile services**, subject to the following:-
 - a. this **General Terms & Conditions (“GTC”)** which applies to all **Service(s)**;
 - b. the **Ansar Mobile Prepaid Terms & Conditions** which are the general terms and conditions for the prepaid service subscriber by you; (“**PTC**”);
 - c. the SIM Management Console Portal - **Service Specific Terms & Conditions (“SSTCs”)** which are the specific terms and conditions for a particular **Service(s)** subscribed by you;
 - d. Ansar Mobile Fair Usage Policy;
 - e. policies and procedures applicable to the particular **Service(s)**; and
 - f. all other documents either expressly referred to in any of the documents stated above or as may be entered between the parties;(collectively referred to as “**Agreement**”) which shall be read together.
2. You shall be deemed to have accepted and be bound by the Agreement, as amended from time to time, and such other terms and conditions as we may impose from time to time upon Activation of the Service(s) to you and shall continue to be in force and effect until the Service(s) to you is and/or deemed terminated.
3. This **GTC** supersedes and substitutes all previous general terms and conditions for the **Service(s)** you have with **REDtone** unless otherwise specified.
4. Any conflict and/or inconsistency between the terms and conditions of the **PTC**, **GTC** and the applicable **SSTC** shall be construed in the following order of precedence (in descending order):
 - a. **GTC**;
 - b. **PTC**;
 - c. **SSTC**.

For the avoidance of doubt, any conflict and/or inconsistency between any other additional document(s) shall be construed in accordance with the order of precedence stated in the additional document(s).

2. BECOMING OUR CUSTOMER

1. To be eligible to subscribe to the **Service(s)**, you must be our **Business Customer** or an employee or contract staff of a **Business Customer** who is 18 years old and above. Each particular **Service** may have additional eligibility requirements as set out in the PTC and **SSTCs** and such eligibility requirements shall be in addition to those set out in this **GTC**. You hereby acknowledge and agree that the **Service(s)** is meant to be provided to our **Business Customer** and the **Service(s)** are not provided or consumed for personal or household purpose, use or consumption.
2. Notwithstanding Clause 2.1, on your application to us for the **Service(s)**, we will determine, at our sole and absolute discretion, if the **Service(s)** may be made available to you.
3. We may decline to make available or supply the **Service(s)** to you based on reasons which may include but not limited to the following:
 - a. your eligibility for the **Service(s)** is not met; and/or
 - b. the non-availability of the **Service(s)**, in which case your application will be kept in our records as an application pending availability of the **Service(s)**; and/or
 - c. your failure to comply with our credit and registration requirements.

3. YOUR RESPONSIBILITIES AND OBLIGATIONS

Your use of the **Service(s)**

1. You are fully responsible for use of the **Service(s)** and/or **Content** disseminated through the **Service(s)** and/or your account(s), whether by you or by any third party.
2. You are required to:-
 - a. provide us with accurate and complete information and inform us in writing immediately of any changes to such information provided, including but not limited to any changes to the Person-in-Charge / Administrator, changes in your address, business and/or contact particulars;

- b. maintain a database of accurate, complete and up-to-date details of the user of the SIM cards; where if the SIM card is used by a device, the device name, location address and identifying number of the device are to be recorded in such database, and if the SIM is used by a person, the name, address and identity card number are to be recorded in such database.
 - c. ensure that **Your Equipment, Mobile Equipment** and/or **Mobile Device** are compatible with our system and where applicable;
 - d. comply with all applicable laws of Malaysia, including but not limited to the Communications and Multimedia Act 1998 (inclusive of any subsequent and/or prospective amendments), its subsidiary legislation, standards, codes (including Content Code of the Communications and Multimedia Content Forum, which can be found at <http://www.cmcf.my>), notices, guidelines and/or restrictions issued by the government, regulatory agencies and/or **REDtone** or other **Service Providers** on the use of the **Service(s)** or any telecommunication system and equipment;
 - e. comply with all notices or directions issued by us from time to time for the effective implementation, delivery and/or provision of the **Service(s)**; and
 - f. take all reasonable steps to prevent spamming, fraudulent, defamatory, offensive, improper, immoral and indecent actions and/or illegal use of the **Service(s)**.
3. In the use of our **Service(s)** you agree:
- a. not to use or allow any part of the Service(s) to be used:
 - i. in spamming by sending unsolicited and/or unwelcome and/or bulk electronic mail(s) or message(s) to anyone or other impermissible advertising, marketing or other activities, including, without limitation, any activities that violate anti-spamming laws and regulations or otherwise cause excessive or disproportionate load on the **Service(s)**;
 - ii. to advertise, transmit, store, post, display, or otherwise make available pornographic materials and/or any form of child sexual abuse material;
 - iii. for any illegal or improper purposes such as, but not limited to, vice, gambling or other criminal purposes whatsoever or for sending to or receiving from any person or displaying any message or posting which is offensive on moral, religious,

- communal or political grounds, or is abusive or of an indecent, obscene or menacing character;
- iv. for any purpose which is against public interest, public order or national harmony;
 - v. to publish or transmit defamatory, infringing, obscene or unlawful material;
 - vi. to forge or misrepresent message headers (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;
 - vii. to advertise, transmit, post, facilitate or solicit any **Content**, product or service that contains malware or any other harmful, damaging or destructive programmes or software or make them available;
 - viii. to make or attempt any illegal or unauthorised 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 servers or **Network** or **Service Providers'** servers or network;
 - ix. 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 updating software that is known to be vulnerable to malicious activity or exploitation;
 - x. to violate any party's rights or affect other users' enjoyment of or access to any **Service(s)** or cause annoyance, harassment, abuse, threat, irritation, inconvenience or anxiety to anyone, including but not limited to denial of service attacks, pinging and mailbombing, fraud or pirating software;
 - xi. in any way which infringes an individual's privacy or other personal rights or any party's intellectual property rights;
 - xii. to engage in any activity that we determine to be harmful to our customers, operations, reputation, goodwill or customer relations;
 - xiii. for resale or otherwise to be provided to third parties without our prior written consent, whether for profit or not;

- xiv. to port-out any mobile numbers allocated to you as part of the Service(s) via Mobile Number Portability (MNP);
 - xv. in violation of any laws relating to unfair competition, anti-discrimination or false advertising including but not limited to the Competition Act 2010; or
 - xvi. in contravention of any usage policies which may be stipulated by REDtone from time to time.
- b. Other than as allowed under the **Service(s)**, not to use, copy, disseminate or provide any information or **Content** or any parts or derivatives thereof (whether in its original or adapted form) received as part of the **Service(s)**, whether tradable or otherwise;
 - c. To comply with the **Licensor's** terms and conditions including but not limited to any end-user license agreement or any other terms in connection with the grant to you of any right or license to use the **Service(s)**, and to take reasonable steps to ensure that your end user will comply with the same;
 - d. To always use caution when giving out any personally identifiable information about yourself, your **Personnel** or your customers via the **Service(s)**;
 - e. Not to carry out or permit to be carried out any additions, improvements, adjustments, modifications, alterations or replacements to the **Service(s)** without our prior written consent;
 - f. To retain the **Service(s)** at all times in the custody and control of yourself and not permit any third party to use the **Service(s)**. Notwithstanding the foregoing, use of the **Service(s)** by any third party shall be deemed to be use of the **Service(s)** by you which you shall be liable and responsible for;
 - g. To be solely responsible for any **Content** transmitted or broadcasted (whether authorised by you or not) and the security of any data/information retrieved, stored or transmitted and managing the use of the storage capacity for your data/information to ensure it is within the capacity allocated to you. For the avoidance of doubt, we are not and shall not be liable for any unauthorised access to any data/information irrespective of the cause of such unauthorised access and shall have no obligation to back up and/or manage the data/information;
 - h. Not to suspend the **Service(s)** at any time unless otherwise allowed in writing by **REDtone**;
 - i. Where the **Service(s)** may be accessed through mobile application and/or web application, to access the **Service(s)** via the interface provided

- by **REDtone** and not by any other automated means or interfaces which you do so at your own risk;
- j. To use the **Service(s)** including uploading and providing information and data through the **Service(s)** at your own risk;
 - k. Not use or permit the use of the **Service(s)** or install, connect, link or use or permit the installation, connection or linking or use of any unauthorized equipment and/or software with the **Service(s)** in contravention of any law;
 - l. To use the **Service(s)** according to the specifications, guidelines and recommendations and shall immediately disconnect or cease to use the **Service(s)** at our request, either through written or verbal mode;
 - m. To be adequately insured with a reputable insurer against all risks which a prudent person carrying on its business would insure against; and
 - n. To be responsible for obtaining and maintaining all licences, permits, consents, authorisations required and any other rights for **Your Equipment** and software in your name and at your expense in order for you to use the **Service(s)**.
4. We may, at our sole discretion (but not obliged to), refuse or remove access to any **Content**, products or services which you transmit, make available, access, use or acquire via the **Service(s)**, including those which may or are alleged to contravene the laws of Malaysia, improper, false, defamatory, menacing, abusive, offensive, obscene, indecent, threatening, harassing, objectionable or illegal or infringe any party's intellectual property rights.
 5. We make no warranty and representation as to the accuracy, reliability and/or quality of any **Content** accessed and/or obtained by you through the **Service(s)**.
 6. You undertake, represent, and warrant that: (a) you have the power to enter into and observe your obligations under the **Agreement**; and (b) you have not relied on any representations made by **REDtone** or upon any descriptions or illustrations or specifications contained in any document including any catalogues or publicity materials supplied by **REDtone** in entering into the Agreement and your decision to enter into the Agreement is based solely on your own due diligence.

Your usage of the Service(s) where it affects our Network

7. You must not use or allow any part of the **Service(s)** to be used for any activity which would or is likely to:
 - a. generate **Network** traffic in excess of reasonable and normal usage and/or cause congestion to our **Network**

- b. cause other users to be affected in their enjoyment and/or use of the **Service(s)**; or
- c. cause any disruption, interference, interruption or degradation in the **Network** or the **Service(s)**.

Security related to the Service(s)

8. Where user identification is necessary to access the **Service(s)**, you must use the requisite user identification. You are fully responsible for and must ensure the security and secrecy of your login identification, passwords, **PINs** or email or other accounts given to, chosen by or owned by you. You must ensure that these are not revealed to any third party and you are fully responsible for all activities that occur thereunder, whether or not such activities were carried out with your express consent and/or knowledge or otherwise.
9. We may refuse, change or remove login identification, password(s) or **PIN** which we deem inappropriate without prior notice to you.
10. If you discover or suspect any unauthorised use or disclosure of your login identification, password(s) or **PIN** or that your account security has been compromised, you must immediately inform us and change your password(s) or **PIN**.
11. You are advised to change your password(s), **PIN** or any other security identification regularly and to set up security of computers and any servers that may run on the computers to protect your own security.
12. You acknowledge and agree that by using the internet in general, you may be subject to various risks, including amongst other things:-
 - a. unauthorised invasion of your privacy during, or as a result of, you or another party's use of the **Network** or the **Service(s)**;
 - b. unauthorised exposure of information and material you listed or sent, on or through the **Service(s)** to other users, the general public or any other specific entities for which the information and material was not intended by you.
13. The security of your account, **Your Equipment**, network and systems, including any **Content** stored, sent or received through these mediums, is your own responsibility. You agree that we cannot guarantee and will not be liable for and we disclaim any and all liabilities with regard to any transmission, information or **Content** through the **Service(s)** or our **Network**. You agree that we will not be held liable or responsible in any way for any prohibited and/or unauthorised use of the **Service(s)**.

14. You must report immediately to us (within 24 hours) upon discovery of any fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts in relation to your **Mobile Equipment, Mobile Device, Mobile Number or SIM Card, Our Equipment or Your Equipment** and its use in respect of the **Service(s)**. You agree to lodge and provide us a certified copy of a police report, if needed and requested by us. You will remain solely responsible for all transactions and access using the account and/or **Log-on Detail** by any third party whether authorised by you or not, until the report is formally made to us. You agree we will not be liable for any unauthorised access to your data even where the access occurs as a result of a fault in our **Network** or any other equipment or **Software** owned, operated or supplied by us.
15. We are not responsible in any way for and do not endorse any third party services or products.

7. CONTENT, PRODUCTS AND SERVICE(S) PROVISIONED TO YOU ON FREE A TRIAL BASIS

1. Where **Service(s)** are provided on a free trial basis, you agree that upon expiry of the free trial period as per our **Agreement**, the full **Charges** for that **Service(s)** will apply. You agree that display of the applicable **Charges** for the **Service(s)** on our official website or applications or as notified by REDtone will constitute notice of the **Charges**.

8. PROMOTIONS

1. If your subscription for **Service(s)** is made pursuant to a promotional package, you agree that all additional terms and conditions applicable to that package will apply. We reserve the right to withdraw without liability any promotional package at any time without assigning reasons.
2. Where the promotional package involves a third party, you must also comply with all requirements imposed by that third party and we may take any action to protect their interests.

9. MOBILE NUMBER AND SIM CARD

1. The **Mobile Number** and **SIM Card** will remain **REDtones'** property at all times and the property of the **Mobile Number** does not at any time pass to you. We grant you the right to use the **Mobile Number** and **SIM Card** solely and exclusively for the purposes of your usage of the **Service(s)**. We may revoke the **Mobile Number** where the **Service(s)** is terminated or deemed terminated or where you are in breach of any terms and conditions of the **Agreement**. You

must not resell or allow anyone to modify and/or tamper with the **Mobile Number** and the **SIM Card**. In addition, you shall ensure that the **SIM Card** is used fully in compliance with all applicable laws in Malaysia.

2. The **Service(s)** and/or features to be provided under the **SIM Card** will depend on the type of **Mobile Equipment** or **Mobile Device** used by you.
3. You must not change or transfer your **Mobile Number** and/or **SIM Card** to any other person without our prior written approval.
4. You may purchase further SIM Cards via your business account under our SMC portal. All purchases SIM Cards will be registered under your Business Customer account. The **Agreement** will apply with respect to the additional **SIM Card**.
5. You agree to be fully responsible for usage of the **SIM Card** and **Charges** incurred including the use by any other person whether or not authorized by you.
6. **REDtone** may reallocate, withdraw or change such **Mobile Number** as a result of applicable law or instructions from the relevant authorities, but will endeavor to take reasonable steps to prevent disruption caused by such reallocation and/or withdrawal and/or change.
7. You must use all precautions to prevent loss, theft, cloning and/or unauthorised use of the **SIM Card**. If any of these things happen, you will immediately notify us of the same and you shall remain solely liable for all **Charges** incurred by use of the **SIM Card** and/or **Mobile Number**. **REDtone** is not and shall not be responsible or liable for any loss, damage, costs, personal injury or expenses arising directly or indirectly from the loss, theft, cloning and/or unauthorised use of the **SIM Card**. Replacement of a **SIM Card** is subject to payments as may be prescribed by us.
8. We will only replace a defective **SIM Card** at no cost to you if the defect is proven to our satisfaction to be caused by the manufacturer within 12 months from the date of issuance of the **SIM Card**.

12. MOBILE NUMBER PORTABILITY (MNP) – What you need to know about Mobile Number Portability. [This Clause shall apply if you subscribe for mobile telecommunication Service(s)]

1. You confirm and agree that:

- a. the **Mobile Numbers** requested for **Porting** by you must be in the range of **Mobile Numbers** as approved by **SKMM** from time to time;
 - b. the **Mobile Number Portability** request may be subject to a non-refundable porting fee;
 - c. **Mobile Number Portability** is subject to existing geographic numbering requirements;
 - d. 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**;
 - e. we may, upon receipt of a **Port** request, notify you by way of SMS the progress of your **Port** request; and
 - f. 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.
2. You are allowed to **Port** from prepaid **Service(s)** to postpaid **Service(s)** and vice versa. However, you agree and accept that all **Porting** requests are subject to our terms and conditions for new registration.
3. 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 REDtone’s SIM Card**. We will not be liable or responsible to you or any third party claiming through you for any loss or damage whether direct, indirect, special or consequential, or for loss of business, revenue, profits, goodwill, anticipated savings or wasted expenditure 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**. You further agree that in the event a third party is claiming directly against us for any aforementioned loss and/or damage, you shall fully indemnify us for whatever loss, damage and expenses, incidental or otherwise that we have suffered and incurred.
4. You are responsible for identifying the supplementary **Mobile Numbers** that you wish to **Port** along with your primary **Mobile Numbers** and to provide all information necessary to satisfy us to proceed with the **Porting** request.

5. You 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** with us.
6. 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.
7. You will be responsible to fully settle all outstanding bills from the **DNO**. If there is non-payment by you of any outstanding bills from the **DNO**, the **Service(s)** with us may be disrupted. You are also responsible to fully settle all outstanding bills from us in the event of a Port Out to another mobile **Service Provider** failing which your request may be delayed or rejected.
8. Provision of these **Service(s)** and the **Agreement's** terms and conditions will only be effective upon **Activation** of the **Mobile Number** ported to us.
9. In addition to Clause 14 and for purposes of the **Porting** activity, you expressly authorise us to disclose information regarding your **Mobile Number** to other telecommunication **Service Providers** to facilitate the **Porting** activity.

14. PERSONAL INFORMATION/PERSONAL DATA

1. You confirm and agree that you are aware and give your consent to **REDtone** to process your **Personal Data** as defined under the Personal Data Protection Act 2010 in accordance with the **REDtone Privacy Notice** at <https://www.ansarmobile.com.my/privacy-policy/> which may be updated from time to time
2. Where you are disclosing personal data of individual(s) to **REDtone** for the purposes of the **Agreement**, you warrant and undertake that you have obtained the necessary consent of the individual(s) to disclose his/her personal data to **REDtone** and for **REDtone** to process the same in accordance with the **REDtone Privacy Notice** at <https://www.ansarmobile.com.my/privacy-policy/> as may be updated from time to time. You also agree to take such further action or

step as may be requested by **REDtone** arising from this clause including procuring a written consent from the aforementioned individuals.

3. We may be required or need to disclose your Personal Data/Information when necessary including but not limited to:
 - a. law enforcement agencies
 - b. government agencies
 - c. companies and/ or organisations that act as our agents, contractors, service providers and/ or professional advisers.
 - d. companies and/or organisations that assist us in processing and/or otherwise fulfilling transactions and providing you with Products and/or Services that you have requested or subscribed for
 - e. our business associates and other parties for purposes that are related to the purpose of collecting and using your personal information
 - f. other parties in respect of whom you have given your express or implied consent

subject at all times to any laws (including regulations, guidelines and/or obligations) applicable to the REDtone Group.

- a. While our company discloses your Personal Information to third parties, company will ensure that third parties are bound to abide by company, or equivalent, personal practices and policies relating to the collection, use, processing and retention of your Personal Information.

15. CONFIDENTIAL INFORMATION

1. You shall treat as confidential and keep secret all information (other than information that has been or is publicly available) in relation to the **Service(s)** and any **Personal Data** under the **Agreement** or which is known or disclosed to you in the course of the provision of the **Service**; and take all proper and effective steps and precaution to prevent the disclosure of such information to unauthorised persons and to preserve the secrecy and confidentiality of such information and, in particular but without in any way limiting the generality of the foregoing, take all necessary action to prevent unauthorised persons from obtaining access to such information whether by direct or indirect exposure, unless the disclosure of such information is required by law or by a court of law.
2. You shall limit the disclosure of **Confidential Information** to your employees, subcontractors or agents on a need to know basis for the purpose of fulfillment of your obligations under the **Agreement**.

3. You agree to destroy and/or return all **Confidential Information** to us upon the termination or expiry of the **Agreement** at our request.
4. The obligations of confidentiality herein shall survive the expiry or termination of the **Agreement**.

16. REDtone RIGHTS

1. We are entitled to make any alteration or 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 as we deem fit without notice to you and we will not be liable to you or any third party for any loss (including loss of revenue), loss of **Service** or connectivity or inconvenience as a result thereof. Where reasonably practicable, we will endeavour to give you advance notice of such changes, be it through written notice, electronic mail, our bill, our website or such other form as we deem appropriate.
2. We are entitled at our sole discretion, from time to time, to vary, add to, remove or otherwise amend the terms and conditions of the **Agreement** or any part thereof. The prevailing terms and conditions of the **Agreement** and the **Service(s)** will be updated on our official website, whereby the terms and conditions on the official website will apply and supersede all previous versions. Any variations, additions or amendments will take effect on the date the variations, additions or amendments is posted on our official website, also termed as the "**Effective Date**". Your continued use of the **Service(s)** after the **Effective Date** of any changes to the terms and conditions of **Service(s)** and/or **Agreement** will constitute unconditional acceptance by you of such variations, additions or amendments and you will be bound by the same. In the event you do not accept such changes, you must inform us in writing within fourteen (14) days from the **Effective Date**. You must terminate our **Service(s)** by giving us due notice within thirty (30) days from **Effective Date**, failing which you will be deemed to have accepted the changes without condition.
3. We scan our documents for purposes of data security, further security measure for prevention of loss of 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 for any purposes.

4. To the extent permitted by law, we may extract any Short Message Service details, **Personal Data** or any other data from your account as evidence in court and/or when necessary if there is suspected and/or proven misuse or unlawful use of the **Service(s)**.
5. We reserve the right at any time to disclose or share our database with our holding and/or subsidiary or related companies in order to provide the Service(s) to you or to any regulatory or other authorities upon their request.
6. 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 **REDtone** customers on the same network with or without prior notice to you as prescribed in the **REDtone Fair Usage Policy**.
7. We may carry out any of the rights under Clauses 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7, 16.8 and 16.9 above in any manner deemed appropriate by us and we will not be liable to you or any third party for any loss or inconvenience arising from the same.
8. In addition to our rights as set out herein, you hereby acknowledge that we shall have the rights to take any appropriate action which we deem necessary and to pursue any legal action available to us to recover from you for any and all outstanding Charges, fees and/or cost (including cost on a Solicitor-Client basis and any cost incurred by us in relation to the recovery process) and/or if we become aware of any violation or breach of the terms of the **Agreement**, without further notice to you at any time.

17. INDEMNITY

1. You undertake and agree to indemnify, defend and hold **REDtone** and its respective employees, directors, officers, suppliers, contractors and agents harmless from and against any and all claims, demands, actions, damages, loss, costs, charges, liabilities and expenses (including solicitor's fees and costs) of every nature directly and indirectly, arising out of or in connection with, including but not limited to:
 - a. any claims for libel, slander, defamation, invasion of privacy, infringement of patent, trademark, copyright, intellectual property right or other proprietary right, breach of confidence and/or breach of any law

- or regulation arising from or attributable to **Your Equipment**, data or use of **Service(s)** howsoever arising;
- b. use of **Service(s)** by any person using your **Log-on Details** with or without your consent and/or authority;
 - c. any non-compliance with or breach of any provisions of the **Agreement** by you;
 - d. any negligent or misconduct by you or any of your officers, employees, directors, contractors or agents;
 - e. any damage to property or personal injury (including death);
 - f. any unauthorised use or exploitation of the **Service(s)** not permissible under the **Agreement** or the law; and
 - g. any **Content, Application, Software** or non-REDtone materials that you load into or use together with the **Service(s)** or create.

18. INTELLECTUAL PROPERTY

1. You will not acquire any right in any and all of our **Intellectual Property** by virtue of you subscribing to our **Service(s)** and/or using our **Software** or **Our Equipment**.
2. You will not use or permit the use of any of our **Intellectual Property** except for the purposes contemplated by the **Service(s)** provided to you or as permitted by us.

19. SOFTWARE LICENSE

1. We may licence or otherwise provide you **Software** or you may access **Software** via the **Service(s)**. You shall, by your use and/or possession of such **Software**, be deemed to agree not to copy, reproduce, tamper, reverse engineer, make available, translate, adapt, or modify the **Software** in any way. You will not acquire any proprietary or ownership rights in and to the **Software**.
2. You shall only have a non-exclusive, non-assignable, non-transferable, limited and personal right and revocable License to use the **Service(s)**.

20. DISCLAIMERS AND LIMITATION OF LIABILITY

1. You agree that the **Service(s)**, in whole or in part, may be provided by **Service Providers** including the **Licensors** and/or any other third party providing any hosting, distribution, management, maintenance and/or operation of any **Software, Software** which is provided as a service, data, database,

infrastructure and/or platform, which is provided and/or accessed over the internet and/or any other **Network**.

2. The **Service(s)** are provided on an “AS IS” and “AS AVAILABLE” basis. We do not recommend the use of the **Service(s)** where the risk of non-connection or loss of connection of the **Service(s)** carries a material risk. We will not be held responsible for any loss or damage that you or any third party might sustain as a result of the use of the **Service(s)** by you. Accordingly you expressly confirm and agree that by using the **Service(s)** you accept all such risk and insure accordingly.
3. You acknowledge that the **Service(s)** may be subject to limitations, delays and other problems inherent in communication facilities and **Network**, including the internet. Therefore, **REDtone** shall not be responsible for any delays, delivery, failures, or other damage or loss resulting from such problems.
4. We do not control or endorse the **Content**, messages or information obtained through or found in the **Service(s)** and therefore, we specifically disclaim any liability with regard to the **Service(s)** and any actions resulting from your use of the **Service(s)** and your reliance on any **Content** obtained through the **Service(s)**.
5. You are solely responsible for any **Content, Application, Software** or non-**REDtone** materials that you load into or use together with the **Service(s)** or create.
6. **REDtone** is not liable and does not guarantee that:
 - a. the **Service(s)** will be error-free or uninterrupted or will have secure access to the internet, or that **REDtone** will correct all errors in the **Service(s)**;
 - b. the **Service(s)** will operate in combination with your **Content** or your **Applications**, or with any other software, hardware, system or data;
 - c. the **Service(s)**, including any products, services, information or other material you obtain from **REDtone** under the **Agreement**, will meet your requirements or expectations;
 - d. any service levels, performance indicators, or any other benchmarks will be met by the **Service(s)**; and
 - e. the security of your data on any of **Your Equipment**, your **Mobile Device** or **Mobile Equipment** or passing over the **Service(s)**. In this respect, you are solely responsible for the content of data retrieved,

stored or transmitted through the **Service(s)** (whether authorised by your or not).

7. You agree that no condition, warranty, indemnity, guarantee or representation of any kind, whether express or implied, arising by law and/or to the extent permitted by law, course of dealing, usage, trade practice, custom, prior oral or written statements, is given or made by **REDtone** or its **Personnel**:
 - a. as to the state, quality, description or otherwise of the **Service(s)** and/or **Our Equipment**;
 - b. as to the **Service(s)** and/or **Our Equipment's** fitness for any purpose, suitability, satisfaction, merchantability, or that they will not infringe any rights in law or contract; and/ or
 - c. as to performance of any equipment, **Our Equipment** or materials supplied in connection with the provision of the **Service(s)**.
8. Notwithstanding anything to the contrary herein contained, and to the fullest extent permitted by law, we exclude any liability and are not liable for:
 - a. any loss of profit or revenue or loss of opportunity, business, contracts, goodwill or anticipated savings or wasted expenditure;
 - b. any claim for negligence, libel, defamation, slander, cyber terrorism, invasion of privacy, unlawful interference or other tortious actions, infringement of any intellectual property rights, breach of any law or regulation or any other cause of action arising from the use, transmission and/or receipt of material in connection with the **Service(s)** and/or any claims arising out of any act or omission whether by you or any other third party in relation to the **Service(s)** or any part thereof;
 - c. any loss or damage caused to you as a result of the suspension/barring/termination pursuant to the **Agreement** and/or interruption or loss arising from the use, access, inability to use or access and/or provision of the **Service(s)** or **Our Equipment** or any part thereof which is not due to **REDtones'** fault or omission;
 - d. any loss, distortion, corruption, damaged, degraded, altered, deleted or irretrievable of data arising from the use of the **Service(s)** to transmit data or for data communication purposes including any unlawful or unauthorised access to your transmission or data (notwithstanding the cause of such unauthorised access) and shall have no obligation to back up or manage the data or information;

- e. interruption or unavailability of the **Service(s)** including through adverse weather conditions, electromagnetic interference, equipment failure or **Network** congestion;
 - f. any malfunction or defect in **Your Equipment**, your **Mobile Device** or **Mobile Equipment**.
9. In the event that any liability including those set out in Clause 20.8 cannot be excluded under law and to the fullest extent permitted by law, **REDtone** and our respective **Personnel** will not be liable to you for any indirect, incidental, consequential, exemplary or punitive damages arising out of or in connection with the **Agreement**, and/or the use, access, inability to use or access and/or provision(s) of the **Service(s)** or any part thereof, including, without limitation, loss of revenue or anticipated profits, or lost business, data or sales whether or not **REDtone**, our **Personnel**, **Service Providers** were or should have been aware of the possibility that such damage or loss would occur. The exclusion referred to herein applies to any action giving rise to an obligation, duty or liability whether by breach of contract or tort, including negligence and strict liability or otherwise.
10. Without prejudice to and notwithstanding the above clauses, where a court or a tribunal holds or finds us liable to you for any breach, default, negligence and/or actions by us, you agree that the amount of damages or loss payable by us to you will not at any time exceed the sum of RM500.00.
11. Where applicable, our **Service(s)** may contain links to third party websites, services, other events or activities that are not owned or controlled by us. You will be responsible for evaluating whether to access or use a third party website and agrees to be bound by any applicable terms found therein. We do not endorse or assume any responsibility for any such third party websites, information, materials, products or services. If you access any third party websites, service or content from us, you do so at your own risk and you agree that **REDtone** will have no liability arising from your use of or access to any third party website, service or content.

21. SUSPENSION AND TERMINATION

1. We will be entitled at all times to immediately bar, suspend, disconnect or terminate the **Service(s)** or **Agreement** for any of the following reasons:
 - a. if any technical failure occurs in the **Service(s)** or our **Network**;

- b. while the **Service(s)**, our network or systems are being upgraded, modified or maintained;
 - c. if you breach any of the terms and conditions of the **Agreement**;
 - d. if you do anything which may in our determination, lead to, including damage or injury to the **Service(s)** or our **Network**, systems and/or reputation;
 - e. if we are required to do so by law, statute, enactment, regulations, code or by any relevant authorities;
 - f. if it is in our determination that the **Service(s)** or the **Network** is or may be used fraudulently, illegally or for unlawful purposes in breach of the **Agreement**, even if it is shown to be otherwise;
 - g. where you are adjudged a bankrupt or commit an act of bankruptcy or in the case where you are a company, will be wound up or have a receiver or manager appointed, or any similar proceedings or action for other entities;
 - h. where you have relocated or have been relocated to an area outside our **Service(s)** coverage area; and/or
 - i. if you breach any of the terms and conditions of the **Applications** which you are required to comply with.
2. We will try to resume the **Service(s)** as soon as possible if suspension or disconnection occurs for the reasons set out in Clause 21.1(a) and (b) above. During the period of barring, interruption, suspension or loss of the **Service(s)** or any part thereof for any reason, you will remain liable for any applicable **Charges**.
3. Upon suspension, our reconnection of the **Service(s)** is subject to you paying a reconnection fee as required by us. If you have requested for suspension of your **Service(s)** beyond reasonable timeframe, we are entitled to terminate your suspended account.
4. If any **Service(s)** is/are terminated, all other **Service(s)** (whether provided by us or other **Service Providers**) which can only be provided through the **Service(s)** would also be terminated or suspended.
5. In respect of applicable **Service(s)**, we are entitled to restrict access to the **Service(s)**, suspend or terminate your account if you consistently use the **Service(s)** to download or upload extremely high volume data. The **Service(s)** is not designed for extremely heavy users, e.g. of peer-to-peer applications or use of applications that may or will have a detrimental effect on our **Network's** performance and/or other customer's use of the **Service(s)**.

6. You may at any time terminate the **Service(s)** and **Agreement** by giving us prior notice in writing.
7. Upon termination of the **Agreement** by you or us:
 - a. The prepaid line credit for all your SIM lines will be forfeited.
 - b. You may request for refund of your remaining prepaid e-Credit balance associated with your SIM Management Console (SMC) account.
8. Upon termination of the **Agreement**, all monies owing to **REDtone** by you in accordance with your account will become immediately due and payable to **REDtone**.
9. Termination of the **Agreement** by either you or **REDtone** for any reason whatsoever does not prejudice any other rights, remedies or claims **REDtone** may have against you under the **Agreement** or at law in respect of any antecedent breach by you of any provision of the **Agreement**, including the right of indemnities.

22. MATTERS BEYOND OUR REASONABLE CONTROL

1. We will not be liable for delay or failure to perform our obligations under the **Agreement** caused by **Matters Beyond Our Reasonable Control**.
2. If our ability to perform its obligations under the Agreement or any part thereof is affected by **Matters Beyond Our Reasonable Control**:
 - a. we shall be excused from performance of the obligations which are affected by **Matters Beyond Our Reasonable Control** during the time the **Matters Beyond Our Reasonable Control** is in effect or operative and such non-performance shall not be construed as a breach by us; and
 - b. the time for performance of the obligations which are affected by **Matters Beyond Our Reasonable Control** (including performance of all other obligations which are consequentially affected) shall be extended or adjusted to take into account the full extent of disruption and impact caused by the **Matters Beyond Our Reasonable Control**.
3. We may terminate the **Agreement**, by giving you fourteen (14) days' written notice if the **Matters Beyond Our Reasonable Control** prevents us from performing and/or continuing our obligations for more than a period of sixty (60) days.

4. Notwithstanding the occurrence of the **Matters Beyond Our Reasonable Control**, you will remain obliged to pay all **Charges** which are outstanding and/or due and payable to us in accordance with the **Agreement**.

23. TRANSFERRING THE AGREEMENT

1. You are not permitted to assign or novate any or part of your rights or obligations under the **Agreement** to any party, without our prior written consent.
2. You agree and consent that we may assign any, or any part, or all, of our rights under the **Agreement** to our **Related Corporations** or any third party by notice in writing to you.
3. You further agree and consent that we may novate any, or any part, or all, of our rights and/or obligations under the **Agreement**, or the **Agreement** itself to our **Related Corporations** or any third party by notice in writing to you. Your continued usage, after service of such notice on you, of the **Service(s)** will be deemed as your consent to continue with the **Service(s)** after such novation and you agree to make all subsequent payment as instructed in such or further notice.

24. COSTS, TAXES AND FEES

1. Each party bears its own costs in terms of any costs incurred in relation to preparation and legal review of the **Agreement**.
2. You are to bear all government taxes, levies, stamp duty and other costs imposed by law in relation to the **Agreement** and the provision of the **Service(s)** by us.
3. If **GST** or **Service Tax** or any applicable Tax is applicable to **Service(s)** provided to you under the **Agreement**, we are entitled to charge the **GST** or **Service Tax** payable to the government on the **Service(s)** and/or any **Service(s)** or **Our Equipment** supplied to you.
4. If **GST** or **Service Tax** is applicable as contemplated by Clause 24.3 above, we will:
 - a. provide you information that may be reasonably required to establish the liability for **GST** or **Service Tax**; and
 - b. provide an invoice as may be required by you.

5. If any monies due under the **Agreement** by you to us is to be recovered through any process of law or if the said monies or any part thereof is placed with solicitors, you will pay (in addition to the said monies) our solicitors' fees and any other fees or expenses incurred or may be determined by the court of law.

25. NOTICES

1. All communications and documents to be given by you to **REDtone** under the **Agreement** must be in writing and sent to the following address: REDtone Engineering & Network Services Sdn Bhd, Suites 22-30, 5th Floor, IOI Business Park, 47100 Puchong, Selangor.
2. The communications and documents including legal process given by **REDtone** to you or by you to **REDtone** will be deemed to have been served if:
 - a. sent by registered post, on the second **Working Day** after posting irrespective of whether returned as undelivered;
 - b. sent by ordinary post, on the fifth **Working Day** after posting irrespective of whether returned as undelivered;
 - c. hand delivered, upon delivery;
 - d. in the case of communication sent by **REDtone** only, published in national daily newspapers and our websites, in the main languages circulated generally throughout Malaysia.
3. In addition to Clause 25.2, the communications or notifications given by **REDtone** to you will be deemed to have been served if:
 - a. sent via **REDtones'** applications, on the date of publication or such other date as may be stipulated on the said **REDtones'** applications;
 - b. sent by Short Message Service (SMS), upon transmission of the SMS; or
 - c. (published in our website, upon the date of publication or such other date as may be stipulated in the website notification.

Notwithstanding the above, REDtone may determine, at our discretion, other forms of notification as we deem appropriate which shall be deemed to have been served upon the transmission or sending of such notification.

4. Pursuant to the **REDtone Privacy Notice**, you have given us your consent to receive from us and our merchants, and/or strategic partners from time to time any offer and/or marketing/promotional information or notices (be it by way of letter, leaflet, pamphlet, electronic mail, phone messages or any other means of

communication) relating to any of our **Service(s)**, products and that of our merchants and/or strategic partners, unless you notify us otherwise.

26. GOVERNING LAW

1. The **Agreement** will be governed by and construed in accordance with the laws of Malaysia. Parties agree to submit to the exclusive jurisdiction of the Malaysian courts. Where any claims, proceedings, actions, suits or dispute arising or in connection with the Agreement is to be commenced or adjudicated in the courts of Malaysia, REDtone shall have the right to file any such action in any courts which has jurisdiction over the matter and you shall waive any objection on the ground of *forum non conveniens*.

27. ANTI-BRIBERY AND CORRUPTION

1. You agree that you shall comply, and/or shall procure and/or ensure that your directors and/or employees, subcontractors, agents or other third parties who are performing services and/or carrying out your obligations in connection with the **Agreement** to:-
 - a. comply with all laws and/or regulations in Malaysia or any other jurisdiction relating to anti-bribery and corruption;
 - b. have in place throughout the term of the **Agreement** your own anti-bribery and corruption policies and procedures including adequate controls and accurate records of transactions to meet the requirements of such laws;
 - c. adhere to the REDtone Code of Business Practice which can be found at <https://redtone.com> as may be updated from time to time, and/or any relevant anti-bribery and corruption policies and documents notified and/or provided by **REDtone** and shall not cause REDtone or its directors or employees or agents to be in breach of any applicable anti-bribery corruption laws and regulations and/or REDtone Code of Business Practice; and
 - d. provide truthful and complete statements (with no material omission) and/or documentation to REDtone and have to-date provided truthful and complete statements (with no material omission) and/or documentation to REDtone, and will ensure that there are adequate supporting documents, in reasonable detail, for the work performed under the **Agreement** and any expenses incurred and maintain true, accurate and complete invoices, reports, statements, books and other

relevant records, and will provide the same (within a reasonable time) to **REDtone** upon request.

2. In compliance with this clause, you agree that you shall ensure that your directors, employees, subcontractors, agents or other third parties are aware of and/or receive adequate training or refresher on the REDtone Code of Business Practice and anti-bribery and corruption laws and principles as may be requested by **REDtone**. You agree to furnish such relevant documents as may be requested by **REDtone** with respect to their compliance with this clause including signing the anti-bribery and corruption documentation.
3. Notwithstanding any provisions of the **Agreement**, if you, your directors, employees, subcontractors, agents or other third parties who are performing services and/or carrying out your obligations in connection with the **Agreement** breaches this clause, and/or is investigated for bribery or corruption, REDtone shall be entitled to terminate the **Agreement** with immediate effect without any liability with written notice to you.
4. You agree that you shall be liable to **REDtone** and fully indemnify and hold **REDtone** and/or its directors and employees harmless from and against any and all claims, losses, liabilities, damages, fine, penalty costs and expenses (including but not limited to legal fees on an indemnity basis) howsoever arising, as a result of (i) any breach of all laws relating to anti-bribery and corruption by you, your directors, employees, subcontractors, agents or other third parties and/or (ii) termination of the **Agreement** as a result of a breach of this clause.

28. GENERAL PROVISIONS GOVERNING THE AGREEMENT

1. A right created under the **Agreement** may not be waived except in writing signed by the party granting the waiver. No delay or omission by either party to exercise any right under the **Agreement** will impair such right or be construed as a waiver thereof and no such delay or omission shall extend time or be construed to extend time for the performance of any right or obligation under the **Agreement** if a time period is imposed for the performance of such right or obligation. Knowledge or acquiescence by any party of, or in, breach of any of the provisions of the **Agreement** shall not operate as, or be deemed to be, a waiver of such provision and, notwithstanding such knowledge or acquiescence, such part shall remain entitled to exercise the rights and remedies under the **Agreement**, and at law, and to require strict performance of all of the provisions of the **Agreement**. A waiver by any party of any of the obligations to

be performed by the other party or any breach thereof will not be construed to be a waiver of any succeeding breach thereto or of any other obligation.

2. The **Agreement** constitutes the entire agreement between you and **REDtone** and supersedes all previous agreements, understanding, proposals, representations and warranties relating to the **Agreement**. You understand and agree that any purchase order issued by you to REDtone is only meant for internal administrative and control purposes and the purchase order shall not be construed as amending, modifying and/or adding to the terms and conditions of the Agreement and shall have no legal binding effect on you and REDtone.
3. Those Clauses which by their nature would survive the termination of the **Agreement** shall so survive, including without limitation Clauses 9.1, 14, 15, 16.3, 16.6, 16.7, 17, 18, 19, 20.8, 20.9, 20.10, 21.8, 21.9, 21.10, 21.11, 25.2, 25.3, 26, 27 and 28.3.
4. Time is of essence in performance of the **Agreement**.
5. Subject to any provision of the **Agreement** which provides for a remedy or form of compensation to the exclusion of any other remedy or form of compensation, the rights, powers and remedies provided in the **Agreement** are cumulative and not exclusive of the rights, powers or remedies provided by law independent of the **Agreement**.
6. If any provision or part-provision of the **Agreement** is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the **Agreement**.
7. Each warranty, undertaking and indemnity in the **Agreement** is a continuing obligation, separate and independent from other obligations of the parties and survives termination of the **Agreement**.
8. You agree that the **Agreement** will be for your benefit only and does not confer any rights or benefits to any third party and that there are no third party beneficiaries associated or connected to you as to this or any part or specific provision of the **Agreement**.

9. An expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body and any governmental agency.
10. All provisions contained herein will be equally applicable to any and all supplementary lines subscribed by you.
11. Notwithstanding anything to the contrary, you hereby agree to be bound by the **Agreement**, any policies and procedures and/or any variations, additions or amendments made thereto, as may be determined by **REDtone** at any time.
12. No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of the **Agreement** or any part of it.
13. Parties acknowledge and agree that the Registration Form may be entered into between the parties by the affixation or placement of a digital image of the hand written signature of your authorized signatory which shall be equivalent to physically signing the Registration Form and that such digital image of the hand written signature shall constitute signification of your acceptance of and agreement to the terms of the Registration Form and the Agreement and that the Registration Form and the Agreement will legally bind the parties thereafter.

What the following words mean in the Agreement (Definitions):

“Activation” means the point in time when the **Service(s)** is activated in **REDtone’** system.

“Addendum(s)” means any addendum(s) or supplemental(s) executed and/or deemed accepted by the parties.

“Agreement” shall have the meaning prescribed in Clause 1.1 and shall include the **Registration Form** and any **Addendum(s)**.

“Application” means a self-contained program, web-based platform or piece of software as a service application designed to fulfil a particular purpose;

“Card” means the credit or charge card (as applicable) nominated by you as payment for the **Service(s)** and accepted by **REDtone**.

“Cardholder” means the lawful and authorized user of the **Card** whose name is embossed thereon and whose signature appears on the **Card**.

“Card Issuer(s)” means any bank or legal entity which is the issuer for the **Card**.

"**Charges**" means all activation, connection, re-connection, disconnection, subscription, usage, installation, relocation, cancellation and administrative charges, advance payments, amounts in excess of your credit limit and other fees to be paid by you for or relating to the **Service(s)**. The **Charges** will be in accordance with the rates in our prevailing tariff rates available on our official website, at our customer service centres, retailers or dealers or as mutually agreed in writing between you and us, exclusive of all applicable taxes including if applicable, **GST** and **Service Tax**.

"**Content**" means all information, text, sound, music, software, photographs, videos, graphics, data, databases, images, animations, logos, button icons, audio clips, messages, links, listings or other audio-visual representation, tactile representation, or any combination of the preceding which is capable of being created, manipulated, stored, retrieved, or communicated electronically or published in any medium (whether written, graphic, sound, or otherwise).

"**Donor Network Operator**" or "**DNO**" means a mobile service provider from which a **Mobile Number** has been or is to be ported out.

"**Effective Date**" means the date the variations, additions or amendments to the **Agreement** are posted on our official website.

"**General Terms & Conditions**" or "**GTC**" means these general terms and conditions of **Service(s)** (as may be amended from time to time, available in our website at www.ansarmobile.com.my).

"**Intellectual Property**" means all copyrights, patents, trademarks, tradenames, industrial designs, logos, service marks trade secrets, know-how and other intellectual property or propriety rights (whether registered or unregistered) in or related to **REDtone**, any **Service(s)**, our **Network**, system or **Software** or **Our Equipment** and all applications and registrations for and extensions and renewals of such rights or any of them, anywhere in the world.

"**Licensor**" means the third party licensor of any intellectual property forming any part of the **Service(s)**.

"**Log-on Detail**" means the user identification detail and accompanying password supplied to you under the **Agreement** for access to the **Service(s)**.

"**Matters Beyond Our Reasonable Control**" means an act, omission or circumstance relied on by us as a matter beyond our reasonable control and these events are events which are not within our reasonable control (and REDtone shall not under any circumstances be required to expend money or resources or do anything beyond its express obligations under the **Agreement** to exercise, retain or acquire such control), irrespective whether such events

were foreseen at the time of execution of the **Agreement** including but not limited to acts of God, acts or omissions of Government, riots, acts of war, strike or lockout, acts of terrorism, epidemic, governmental regulations imposed or came into effect after the execution of the Agreement, earthquakes or other natural disasters and unforeseen occurrence, acts or omissions of persons or bodies for whom we and/or our Related Corporation has no control over (including in respect of your acts or omissions or acts or omission of third party suppliers, operators, service providers, contractors or agents whom we may use to perform any part of the **Service(s)**, computer software malfunction, electrical power failure and/or interruption or disruption of the **Network**) and any other events which parties agree to be a matter beyond reasonable control, together with any impact, effect (including continuing effect) and consequences caused thereby.

“**REDtone Fair Usage Policy**” means the policy which sets out an acceptable level of conduct between **REDtone** and its customers using the **Service(s)**, available on REDtones’ website at <https://ansarmobile.com.my>.

“**REDtone**” or “**us**” or “**we**” or “**our**” means REDtone Engineering and Network Services Sdn. Bhd., Registration No. 200001023412 ((526020-T)) and/or its **Related Corporation(s)**, as may be applicable, and includes their successors, assigns, employees and agents.

“**REDtone Group Privacy Notice**” means the REDtone Group Privacy Notice available on REDtone’s website at <https://www.ansarmobile.com.my/privacy-policy/>.

“**Mobile Device**” means a mobile telephone or wireless device that requires **SIM Card** which facilitates the use of the **Service(s)**.

“**Mobile Equipment**” means a wireless device or equipment with a transmitter and receiver, such as but not limited to compliant and certified computers, laptops, modem, MiFi or Mobile Device (if the equipment is not from **REDtone**) or any equipment certified by **REDtone** to be compliant with the **Service(s)** which facilitates the use of the **Service(s)**.

“**Mobile Number**” means the Mobile Station International Subscriber Directory Number (MSISDN).

“**Mobile Number Portability**”/“**MNP**” means the ability for customers to change from one mobile service provider to another and retain their **Mobile Number**.

“**Network**” means network facilities and/or network services comprising of the system or series of system, equipment, software and facilities operated and/or owned by REDtone or through any other network deemed necessary to enable the provision of the **Service(s)** to you.

“**Our Website**” means www.redtone.com and www.ansarmobile.com.my

“**Personal Information**”/“**Personal Data**” includes your Information collected from you, required for purposes of applying, subscribing and registering for the **Service(s)** offered to you by **REDtone** including the call data records or reports related thereto, including any sensitive personal data and expression of opinion(s) about you.

“**Personnel**” means employees, directors, officers, subcontractors, representatives and agents.

"**PIN**" means personal identification number.

“**Port or Porting**” means the transfer of your **Mobile Number** from one mobile service provider to another.

"**Premises**" means the property bearing the **Service(s)** address and is owned or occupied by you.

“**Recipient Network Operator**” or “**RNO**” means a mobile service provider to which a **Mobile Number** has been or is to be ported in.

“**Registration Form**” means your duly completed application form for registration to subscribe to the **Service(s)**, which has been accepted and approved by us.

“**Related Corporations**” means the related corporations as defined under the Companies Act, 2016.

"**Service(s)**" means any telecommunication services, internet services, broadband services, products, offers, mobile content services, Applications or any other services (including, where relevant, cabling, construction and connection service in order for you to have access to the **Service(s)**), which we provide to you including any plans, packages, value-added, supplemental or additional **Service(s)**, from time to time.

"**Service Provider**" means any third party service provider involved in providing the **Service(s)** to you, including without limitation any network operator or telecommunication service provider or an independent Software or Software applications supplier who can be an individual or business that builds and develops an **Application**.

“SIM Management Console Portal Service - **Service Specific Terms & Conditions**” or “**SSTCs**” means the specific terms and conditions in respect of any **Service(s)**, available in our website www.ansarmobile.com.my (as may be amended from time to time, available in our website at www.ansarmobile.com.my).

“Service Tax” means service tax under the Service Tax Act 2018;

“SIM Card” means either a card or plug-in module with a microchip which contains all necessary information. The **SIM Card** has to be inserted into a device in order for a call to be made for mobile telecommunication Service(s) or for data or SMS to be transmitted for other **Service(s)**.

“SKMM” means the Suruhanjaya Komunikasi dan Multimedia Malaysia (SKMM), also known as Malaysian Communications and Multimedia Commission, established under the Malaysian Communications and Multimedia Commission Act 1998 (Act 589).

“Software” means any software programmes provided to you as part of or through **Our Equipment** or **Service(s)**, or which allow you to access or use the **Service(s)**, including any software upgrades or updates.

“Ansar Mobile Prepaid - Terms & Conditions” means the general terms and conditions on our prepaid mobile service (as may be amended from time to time, available in our website at www.ansarmobile.com.my).

“Working Days” means, save for the states of Kedah, Johor, Terengganu and Kelantan, Mondays to Fridays excluding public holidays, Saturdays and Sundays. In relation to the states of Kedah, Johor, Terengganu and Kelantan, Sundays to Thursday excluding public holidays, Fridays and Saturdays.

“you” or **“your”** means a business, a sole proprietorship, partnership, company, association, societies or any corporate entity (collectively herein referred to as **“Business Customer”**) named in our **Registration Form** whose application for **Service(s)** or any part thereof has been accepted and approved by us and who uses or intends to use the **Service(s)** (including his or its successors and permitted assigns) and anyone appearing to us to be acting with any of the said party’s authority or permission. This includes and refers to individuals who are employees or contract staffs of **Business Customer** named in our **Registration Form** whose application for **Service(s)** or any part thereof has been accepted and approved by us and who uses or intends to use the **Service(s)** (including his or its successors and permitted assigns) and anyone appearing to us to be acting with any of the said party’s authority or permission.

“Your Equipment” means the device, equipment, software and all facilities to be procured, installed and maintained by you at your premises in order to use the **Service(s)**, including without limitation, cabling and wiring which is connected to the **REDtone’ Network** as well as the horizontal cabling from your premises to **REDtone’ Network**, hubs, routers, servers (for networking purposes), compliant and certified modem (if the equipment is not from **REDtone**) or any equipment certified by **REDtone** to be compliant with the **Service(s)**.

“Your/your Information” means any information provided by you to **REDtone**, including those provided in the **Registration Form** and/or any of our registration channels for and/or subscription of our **Service(s)**.