# **Customer Agreement Form**

KitaJagaKita PROGRAM/2020/APR/16/V02



## I. General

- 1.1 This Agreement and / or Plan is applicable to all MNP port in Master line customers and existing Master line (non MNP) customers whose tenure is more than 3 months.
- 1.2 This Agreement and Plans are valid from the above date and shall continue to be valid until further notification by redONE. Any extension or changes shall be subject to redONE's sole discretion.

# **Plans and Tariffs**

Plan Details		Amo	zing38	Amo	azing58		
Monthly Access #2.2, 2.3		R	M38	R	M58		
Calls (per min.)	To all <b>redONE</b> Postpaid		Unlimited calls to all networks				
	To all other networks		oriminined co		iis to dii fictworks		
SMS Rate	To all <b>redONE</b> users		RM0.05				
	To all other networks		RM0.10				
MMS		RM0.20					
High Speed Data		80	8GB+ #2.12		20GB+ #2.12		
Bundled VAS - redCALL#2.7, #2.8		RM10 per month					
Bundled VAS		10GB redSOCIAL#2.6 500MB/day redVIDEO #2.6,#2.8		10GB red\$OCIAL#2.7 1GB/day redVIDEO #2.7.#2.8			
FREE One Month off #2.10		RM38		RM58			
Contract Period		6 months		6 months / 24 months (Premium Numbers)			
Credit Limit		RM50	RM100	RM100	RM200		
Deposit		waived	RM50	waived	RM100		
Registration	Fee		WO	ived			
Early Termination Penalty - 6 months		RM50		RM100			
Early Termination Penalty - 24 months			-		RM58 x balance contract month		
International	International Roaming Deposit		RM300				

# 2. Important Notes

- 2.1 All prices displayed exclude service tax which will be imposed on you in your monthly bill.
- 2.2 Monthly access fee of Amazing38 and Amazing58 plans are only applicable for the bundled data and unlimited voice calls to all networks in Malaysia and fixed line numbers, not for video calls and voice calls to special numbers
- 2.3 Unlimited calls to all networks are subject to our Fair Use Policy, which may be implemented if you exceed 100 hours a month. The complete Fair Use Policy can be found on www.redONE.com.my.
- 2.4 The unlimited voice call in Amazing38 and Amazing58 plan is for all calls made to Malaysia mobile networks and fixed line numbers, excluding video calls and voice calls to special numbers.
- 2.5 Calls are charged in 30-second blocks. Any calls of shorter duration will be rounded up and charged as a complete 30-second block.
- 2.6 The redCALL, redSOCIAL and 500MB/day redVIDEO VAS are bundled with the Amazing38 are not optional. RM10 per month will be charged to the bill for redCALL.
- 2.7 The redCALL, redSOCIAL and IGB/day redVIDEO VAS are bundled with the Amazing58 are not optional. RM10 per month will be charged to the bill for redCALL.
- 2.8 500MB/day redVIDEO and IGB/day redVIDEO speed is IMbps.
- 2.9 The customer's first bill will be waived.
- 2.10 The data bundle for Amazing38 and Amazing58 will be prorated based on the customer's bundled high speed data usage. The prorated usage prices are as below:

Plan Name	High Speed Data Usage 25% or less	High Speed Data Usage 26% - 50%	High Speed Data Usage 51% - 75%	High Speed Data Usage 76% or more
Amazing38	RM7	RM14	RM21	RM28
Amazing58	RM12	RM24	RM36	RM48

- 2.11 In the event of termination, there will not be any pro-rated billing on your last bill; you will be charged the full month's commitment fee.
- 2.12 Connection will be throttled to a maximum of 64kbps without incurring extra data charges when usage exceeds the data allocated.
- 2.13 Credit limit resets on the beginning of every month. Kindly ensure prompt payment to avoid high cumulative bills.
- 2.14 All prices displayed are valid only when the service is used within Malaysia. Roaming relies on the use of overseas networks and the charges for roaming will be determined by our overseas partners. The complete roaming rates can be found on redONE.com.my.
- 2.15 redONE combines usages from all lines and bills directly to the Master account except for all data plans & Voice48 plan. If the Master account is suspended, all lines will also be affected.

By signing this form, I hereby confirm that I have read, understood, and agreed to the aforesaid Plans, and Terms and Conditions in this Agreement.

	Service Centre/Agency Name:
NRIC (New):	Account Manager:
Date:	
	In the presence of Name: NRIC (New): Date:



#### COMPLETE TERMS AND CONDITIONS

The Terms and Conditions form the Agreement between you, the customer, and us, red ONE Network Sdn Bhd (Company No: 619094-D), referred to as "redONE". This agreement shall come into effect when we accept your application for Services, which will be signified when we make the Services available to you. We may decline your application for any one or more Services at our discretion.

#### 1. Confirmation

You confirm that the information you provide us about yourself is true and accurate and permit us to verify this with any third party.

#### 2. Your Mobile Equipment

You must obtain your own terminal equipment which is compatible with our communications systems in order to use our Services. In order to use new services provided by us in the future, you may need to upgrade your mobile terminal equipment at your own expense. Your mobile terminal equipment (i.e. your mobile phone, or other device which comprises a transmitter and receiver for radiocommunications services) must be type-approved by a certifying agency registered with the Malaysian Communications and Multimedia Commission.

#### 3. Services

We will provide you with mobile communications services using the "Global System for Mobile Communications" (GSM), operating in the 900 and 1800 MHz frequency band or if applied by you, a mobile or fixed satellite communications system, or third and fourth generation telecommunications technology. However, there may be upgrades made in future to the systems we use, to take advantage of the advances in technology. In order to use new services provided by us in the future, you may need to upgrade your mobile terminal equipment at your own expense.

## Value Added Services (VAS)

We will provide the VAS applied for by you. Your ability to access and use information via our VAS depends on the features and functionality of your mobile terminal equipment, and the nature and quality of the information being accessed. We do not represent, warrant or guarantee the extent to which your mobile terminal equipment will be able to access information via our VAS or other Services provided by us. We reserve the right to withdraw our VAS at any time without notice and shall not be liable to you for any losses or damages for such withdrawal.

## International Direct Dial (IDD) and International Roaming

IDD and International Roaming services are available to, and in, most countries. We reserve the sole discretion to decide whether you are eligible for IDD and/or international roaming services. You will need to apply for these services separately and we may require an additional deposit to be paid and relevant documents to be provided for the purpose of registration. The charges will be based on redONE's prevailing rates and the roaming country's rates. For the avoidance of doubt, all mobile data bundles or allowances can only be used domestically within redONE's network. Please refer to www.redONE.com.my for our IDD and all roaming rates.

#### **Supplementary Lines**

You are allowed to register supplementary lines with us provided that the supplementary lines will be registered under your name and the number of lines shall be determined by us from time to time. For the avoidance of doubt, you shall continue to be liable for any act and/or omission by the user of the supplementary lines.

#### 4. Minimum Subscription Period

The minimum subscription period for our Plans will commence on the date of service activation and shall be a period of six (6) months or twelve (12) months or twenty four (24) months, as stipulated in the application form. Early termination of the Agreement and/or service shall result in the customer being charged a penalty as prescribed for each Plan as mentioned above and shall be reflected in the customer's next and final bill. Notwithstanding the above, customers may terminate this Agreement within thirty (30) days from the date of activation with no penalty, by writing to us or calling redONE's Customer Service or visiting our service centres, and upon settlement of any outstanding usage charges incurred since service activation.

#### 5. SIM Card

We will provide you with one (1) Subscriber Identification Module card, or if applicable, a Universal Subscriber Identification Module card, referred to as a "SIM Card" in these terms and conditions. The SIM Card shall remain our property at all times and the ownership of the SIM Card does not at any time pass to you. We grant you the right to use the SIM Card for purposes of the Service. The SIM Card must be returned to us on demand. Risk passes immediately to you when you receive the SIM Card. You must not change or transfer the SIM Card to a third party without our prior written approval. We will replace a defective SIM Card at no cost if the defect is proven to our satisfaction to have been caused by the manufacturer or supplier and provided that you return the defective SIM Card to us within fourteen (14) days from the date the Services are activated. You must take all precautions to prevent the loss, theft or misuse of the SIM Card.

# 6. Mobile Numbers

When we allocate any mobile numbers to you, you will not have any rights to these numbers except for the sole purpose of using the Services in accordance with this Agreement. You cannot sell or agree to transfer these mobile numbers to anyone else except with our prior written consent. For the avoidance of doubt, in the case of Mobile Number Portability ("MNP"), you may only transfer your mobile numbers to other service providers with our prior written consent. You must not apply for registration of these mobile numbers as trademarks, whether on their own or together with any word or mark. We may withdraw or change any mobile number allocated to you, for commercial, operational or technical reasons or compliance with any requirement of the regulatory authority and we will endeavour to give you reasonable notice in this event.

# 7. Mobile Number Portability

If you are currently using a different service provider, you may keep your existing mobile number and move it to redONE's network. We will process you application for mobile number porting between one (1) to (5) days, subject however to approval from your existing service provider. You may experience service disruption when your existing mobile number is switched to redONE. For complete mobile number portability service terms and conditions please visit www.redONE.com.my

# 8. Your Responsibilities

You are responsible for the use of the Services under your account(s) and for any information, text, sound, music, software, photographs, videos, graphics, data, messages or other material (collectively "Content"), disseminated through your account(s). You must:

- (a) provide accurate and complete information to us and inform us of any changes in any particulars or information given to us in your application for the Services including, but not limited to, any changes in address and/or contact particulars;
- (b) ensure that your usage of the Services do not exceed the credit limit and make full settlement of amounts due for the Services irrespective of whether the charges have exceeded the credit limit;
- (c) make all payments for the Services regardless whether you receive the bill or where there is delay in your receipt of bill and continue to be responsible or and pay all charges for the Services relating to the period of any suspension, interruption or loss of the Services whether or not due to your request or resulting from your default and any disconnection and/or re-connection charges;
- d) comply with all applicable laws, rules and regulations and any requirements or restrictions which we or other service providers may impose on the use of the Services or any telecommunications system and equipment;
- (e) comply with all instructions, notices or directions issued by us; and take all reasonable steps to prevent fraudulent, improper or illegal use of the Services.

You must not use or allow any part of the Services to be used:

- (a) to transmit or provide any Content which may be defamatory, offensive, indecent, objectionable or illegal, or which may cause annoyance, harassment, irritation, inconvenience or anxiety to anyone;
- (b) to transmit or post any Content which may give rise to civil liability or otherwise violate any applicable laws, rules or regulations;
- (c) to transmit any Content that contains any harmful, damaging or destructive programs;
- (d) to make or attempt any unauthorised access to any part or component of the Services, our communications network or any third party systems or networks to which you can connect through the Services directly or otherwise;
- (e) to disrupt the various networks that are connected to the Services or violate the regulations, policies or procedures of such networks;
- f) in any manner which may constitute a violation or infringement of the rights of any party including, but not limited to, their intellectual property or confidentiality rights; and
- (g) to be resold or otherwise provided to third parties without our prior written consent.

## 9. Deposit

When you submit your application, we may require you to make such payment (which may include, without limitation, a refundable deposit) as may be required by us for the registration of the desired Services. The deposit could be used to offset any amounts due from you to us, including but not limited to, any outstanding charges under any of your accounts. Subject to the above, the deposit will be returned to you without interest within 4 months from the termination of this Agreement, provided that you have settled all



#### 10. Billing & Payment Due Date

You will be responsible to pay for all Services used from your mobile terminal equipment and that of your supplementary lines (if any) as long as the account is in your name, even if your mobile terminal equipment is not in your possession or even if the use of Services is not authorised by you or has exceeded the credit limit or has arisen from any other causes. We will charge you for the connection to the redONE system and for the Services in accordance with our prevailing price plans or packages chosen by you in the service application (if any) and at the expiry of that plan, in accordance with our then prevailing price plan. At regular intervals, we will send the bill for the Services to your billing address, electronically to your email address, or such other mode of billing as we may introduce in the future. You must inform us in advance and in writing of any changes in your billing address.

All charges are payable in Ringgit Malaysia. You must pay us on or before the date specified in the bill ("Due Date") without need of any further notice. You can make payments at any of our redONE service centres, call centres, branches or agencies or through collection agents duly authorised by us. We can also, at our option, render interim or advanced billing. You are responsible for paying all charges without any counterclaim, deduction, set off or withholding. All payments shall be applied first to bills in arrears, including interest and penalties, with the balance, if any, to be applied to the current bill. We shall have the right to suspend, or disconnect the Services if any bill shall remain unsettled after the Due Date, and we shall not be liable to you in any way for these actions. You will be liable for legal costs incurred on a full indemnity basis should we claim against you for non-payment of any unpaid charges. We may charge you a reconnection fee at our discretion.

In the absence of fraud or manifest error, we may rely on each bill as conclusive evidence against you of the accuracy, completeness and truth of all matters stated in it unless you dispute the bill in the following manner. Any disputes regarding billing must be communicated to us in writing within one (1) month from the date of the bill. If we do not receive written notice within one (1) month, you agree that the bill will be deemed to be accurate and that you will have to pay the amount as billed. An administrative charge may be imposed for disputes raised by you after the Due Date. If there is a dispute regarding the amount in the bill, you are still required to promptly pay any outstanding amount which is not in dispute. If you have paid your bill on the Due Date and subsequently choose to dispute the charges, you have six (6) months to do so from the date of the transaction. If the dispute is resolved in our favour, you will have to pay the disputed amount immediately plus interests on late payment, any legal costs and collection expenses incurred by us.

You are responsible for all taxes, including service tax, and stamp duty. If you are required under any law to deduct or withhold any sum as taxes imposed on any amount payable to us, the amount payable to us will be increased by such amount necessary to ensure that we will receive a net amount equal to the amount which we would have received in the absence of any such deduction or withholding. If you have more than one account with us, we may transfer any credit balance under one account to another to settle any outstanding charges without any prior notification to you. We will notify you on any transaction of debit balance under your inactive account to you active account. We shall be entitled to vary at our discretion the amount of deposit, fees and any other charges for the Services or part thereof. We reserve the right to change the billing cycle, without the need to inform you.

#### 11. Auto Billing

We may, at our discretion, allow bills to be paid through a third party credit or charge card, or via Tele-Payment (by a third party credit or charge card via telephone) or other means of payment ("Auto Billing"). You must make a separate application for Auto Billing. Auto Billing is only applicable for settlement of periodic bills. Any outstanding bills prior to the commencement date of Auto Billing must be settled by you in the ordinary manner. Where you have chosen this method of payment, you must inform us immediately if your credit or charge card is lost, stolen, expired or terminated or if you want to terminate this method of payment. If we are unable to make the deduction or settlement through our processing bank, we will not be liable to you in any way and you must make payment for outstanding amounts before the Due Date or before your billing cycle date.

You authorise us to verify the information you provide with the card issuer or any third party as may be necessary; forward your call transactions, billings and other details to the card issuer, financial institution and other relevant parties for and in connection with the Auto Billing. If for whatever reason, we do not receive payment following a completed Auto Billing transaction or the bank or financial institution claims back or claws back any payment made to us, we reserve the right without prior notice to you to reverse any payment entry or reinstate the charges in your statement of account.

# 12. Credit Limit & Late Payment

We may, but shall not be obliged to, apply a credit limit for all charges incurred under your account and any of your supplementary lines, including those yet to be billed and any amounts in dispute, and we reserve the right to revise that credit limit from time to time at our sole discretion. We may give you a notice or a message to your mobile terminal equipment (for example a voice message or an SMS which you are deemed to have received when we send it) notifying you if your charges in your account exceed the credit limit; and such notice is deemed to be received by you when we issue the notice or message to you. We are not obliged to ensure barring of the Services which will occur in the event of your usage exceeded the credit limit.

We may suspend, or disconnect the Services unless you make full settlement of amounts due irrespective of whether they have exceeded the credit limit or you have not received the bill or delay of your receipt of bill. If any fees or charges remain unpaid after the Due Date, we may charge interest (applicable before and after judgment) at the rate of 1.5% per month on the overdue amount and you shall be liable to pay such amount. We may also, at our sole discretion, waive any late payment or interest charges.

# 13. Packages

If your subscription is made pursuant to a package or promotional package, you agree to be subjected to all additional terms and conditions applicable to that package. We expressly reserve the right to withdraw or discontinue any package or promotion at any time without assigning reasons for such withdrawal and thereafter we will migrate you to another package or promotional package which we deem fit and necessary and we shall not be liable for any losses and damages. We may, upon your request, produce details of the selected package and plan for your reference from our service centre or our authorised agents at the point of registration. You are hereby required to select your preferred package and plan at the point of registration and your continuous use of the Service shall be proof of your subscription of the package and plans. You will be taken to have read and understood the tariffs and rates and agree to be bound by the tariffs and rates prescribed under the package and plans. Where the promotional package involves a third party, you must also comply with all requirements imposed by that third party and acknowledge that we may take any action requested by that third party to protect their interests.

## 14. Content

Content provided by us via our VAS is provided by us or third parties. We do not filter or edit the Content. You acknowledge that we are under no obligation to censor the Content or information provided, even if it is co-branded or promoted by us. We do not warrant and in particular do not guarantee the sequence, accuracy or timeliness of the Content, and we disclaim all liability in relation to Content provided. By using our VAS, you acquire no rights or interests to the content and you agree not to distribute or forward the Content to anyone else.

## 15. Fraudulent Use or Lost / Stolen Equipment

You must immediately notify our Customer Service and report to the police any loss, fraud, suspected fraud, dishonest use or theft of your mobile terminal equipment or SIM Card. You will be liable for all charges of the lost/stolen or fraudulent use of the Services until we receive notification from you as stated above for suspension of our Services. Replacement of lost or stolen SIM Cards is subject to additional payments. If you recover your lost/stolen mobile equipment/SIM Card, we are able to reconnect our Services upon you paying all outstanding charges and a reconnection fee of RM10.00 or such other amount at our discretion. You must register with us if you intend to obtain a second or further SIM Card, and you must pay all relevant fees and charges.

# 16. Suspension & Termination

We have the discretion to terminate this Agreement or suspend or disconnect our Services without notice to you including but not limited to any of the following events:

- (a) if any of the material information specified by you including, without limitation, as stated on the application form is found to be false;
- (b) if you fail to pay a deposit when requested by us or fail to make payment of any amounts due to us by the Due Date. If you have more than one account with us, we have a right to terminate any or all of your accounts should any charges remain unpaid under any one of your accounts;
- (c) if you commit a breach of any of the terms and conditions;
- (d) if you are likely to create imminent physical harm (including but not limited to interruption, disruption or congestion) to our network;
- (e) if you use, allow the use, or intend to use our Services fraudulently, or dishonestly,, or tamper or allow any other person to tamper with your mobile terminal equipment by unauthorised means such as modification or alteration; or tamper or copy or allow any person to tamper or copy the pre-programmed data of the SIM Card;
- (f) if you become or threaten to become bankrupt or insolvent or make any arrangement with or assignment for the benefit of your creditors or a receiver or administrator is appointed over your assets or if you are a corporation, go into either voluntary or compulsory liquidation or ceases to carry on business;
- (g) if you use the services for any other purpose other than what we intended it to be used for in accordance with these terms and conditions without first obtaining our prior written consent;



- (h) upon a direction from a regulatory authority or government authority based on illegal, improper activities or otherwise by you;
- (i) if in the opinion of any relevant regulatory authority or law enforcement body, it is not in the public interest to continue providing the Services to you for any reason whatso ever: or
- (j) if compliance with applicable regulatory laws and instruments requires or results in the termination of the Services.

In the event of disconnection, upon reconnection of redONE's service, the Customer (previously under this Package) will be reconnected into the same Plan and will continue to enjoy the rates as listed above. However, an RM10 reconnection fee will be imposed.

You may terminate our Services by going to any of our customer service centres to notify us of your intention to terminate this Agreement, or by faxing or writing to us and giving us two (2) working days' prior notice. However, if you have agreed to subscribe to the Services for a pre-agreed duration ("Minimum Contract Period") and you opt to terminate the Service prior to the expiry of that period, you will have to pay the subscription for the remainder of the Contract Period based on the prevailing rate, or incur an early termination fee, applied at our discretion. Notwithstanding the above, we may terminate or withdraw any one or more of the Services without assigning any reason by giving you one (1) month prior written notice, and will not be liable to provide those services after the expiry of that period.

#### 17. Post Termination

Termination will be without prejudice to any existing rights and/or claims that we may have against you, and you will still have to fulfill your obligations including payment of all outstanding charges, including but not limited to, administrative and legal charges, prior to the date of termination. Upon termination, any credit balance amounting RM10 and below will not be refunded to you and shall be absorbed as administration fees. The customer's deposit (if any) shall be refunded on the actual amount paid, less any amount due and outstanding to redONE.

#### 18. Personal Information

By signing our application form, you have given us your consent to use your personal information for lawful purposes, including but not limited to, providing assistance to law enforcement or other government agencies, to our research companies, for joint promotional activities, for managing bad debt and preventing fraud. You also authorise us to share our customer database with our related and associated companies, corporate shareholders, third parties and/or relevant authorities for the provision of integrated or related services, redONE marketing programs, and/or towards the detection and prevention of crime in the manner specified in our privacy policy posted on our official website at www.redONE.com.my as amended from time to time.

#### 19. Indemnity from You

You shall indemnify us against all claims that anyone threatens or makes against us relating to your use of our Services or due to your breach, negligence or omission. You agree to bear all legal costs and expenses incurred by us in recovering any moneys, charges, cost, and expenses payable by you under this Agreement, and you also agree to indemnify us against all costs, expenses, and charges or legal fees incurred by us in enforcing this Agreement or in bringing any action or legal proceedings to recover all charges, costs, and expenses payable by you.

#### 20. Disclaimer

The Services are provided on an "as is" and "as available" basis and we disclaim any express or implied representation or warranties of any kind in relation to the Services including but not limited to availability, accessibility, timeliness and interrupted use of the Services; or sequence, accuracy, completeness, timeliness or the security of any Content or information transmitted using the Services or provided to you as part of the Services.

#### 21. Limitation of Liability

We shall not be liable for any costs, loss or damage (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of your using the Services or for whatever reason under this Agreement. Despite the above, our entire liability in contract, tort (including negligence or breach of statutory duty) or otherwise to you (except for death or personal injury caused by our negligence) shall be limited to the lower of either RM500 or the total of your charges in the 3 months preceding the relevant event or series of events.

## 22. Matters Beyond Our Control

We will not be liable for any delay or failure in performance under this Agreement resulting from matters beyond our control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, lightning, equipment failure, computer or software malfunction, electrical power failure, faults, interruption or disruption of our network or the networks of other service providers or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees) or epidemics of infectious diseases. The Services may occasionally be affected by interference caused by objects beyond our control such as buildings, underpasses and weather conditions. When this happens, we will not be responsible for any inability to use or access the Services, interruption or disruption of the Services.

# 23. Transfer

You may only transfer your rights under this Agreement with our prior written consent. You will have to enter into a transfer agreement and settle all outstanding charges. We reserve the right to transfer all rights and obligations under this Agreement to any related corporation or associated company of ours at any time, and you now consent to such transfer. We will give you notice (which may include advertisement, statements, letters, by posting on our website or such other forms as we deem appropriate) of such transfer.

## 24. Amendments

We may, in our absolute discretion and at any time, amend, add, vary or delete any of our terms and conditions, and/or our tariffs and pricing plans and/or withdraw, suspend or change any of our Services. We may give you notice (in the manner described in clause 21) of such changes. In the event we decide to give you notice, such notice shall state when the changes will take effect and if you continue to use the Services after such date, you will be deemed to have accepted the changes.

## 25. Notices

In addition to other clauses specifying the manner in which we can give you notices, notices or bills to you under this Agreement will be deemed given if sent to your contact details in our records. If there is any change in these details, you must inform us immediately in writing. You will be deemed to have received the notice if the notice is sent by registered post, on the second working day after posting; and if sent by ordinary post, on the fifth working day after the day of posting; or if hand delivered, upon delivery. All notices to us (other than those specified in clause 13) must be in writing and sent to redONE Customer Service, A-03-42, 6th Floor, IOI Business Park, 47100 Puchong, Selangor, Malaysia or email to careline@redONE.com.my or such other address notified to you in writing.

## 26. Miscellaneous

This Agreement constitutes the whole agreement between you and us and will prevail over any other terms including those you may issue. In the event of a conflict or inconsistency between the application form, these terms and conditions and any addendum (containing supplementary terms and conditions), such inconsistency shall be resolved by giving precedence in the following decreasing order: addendum, these terms and conditions and the application form.

No rule of construction or interpretation shall apply to prejudice the interest of the party preparing the Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall not be affected. The laws of Malaysia will govern this Agreement. Any legal process or judgment may be given to you in the same way as notices under this Agreement. Any action or proceedings may be brought and enforced in the courts of Malaysia or any other jurisdiction where you or any of your property may be found and you irrevocably submit to the jurisdiction of such courts in respect of any action or proceedings against or involving you relating to this Agreement. This Agreement is subject to the Communications and Multimedia Act 1998 ("Act") and any applicable subsidiary legislation, rules and regulations. It is also subject to any directives and orders of the relevant regulatory authority and to the terms and conditions of the licence(s) granted to us under the Act.