

## **TERMS AND CONDITIONS FOR SERVICE WITH MINIMUM SUBSCRIPTION PERIOD (FOR RESIDENTIAL OR INDIVIDUAL CUSTOMERS ONLY)**

Terms & conditions, as applicable, for the subscription by the Customer of the services provided by Fiber At Home City Networks Sdn. Bhd. ("F@H") (collectively, the "Services" and individually, the "Service") are provided below. By indicating the Customer's acceptance of the terms and conditions contained herein, the Customer is deemed to have acknowledged and agreed to be bound by the terms and conditions for the use of the Service. F@H reserves the right to revise the terms and conditions of the Service from time to time if updating or revision is deemed necessary. In the event the terms and conditions are revised, the Customer will be notified via our website or in any other manner as F@H deems necessary and appropriate. Continued usage of the Service by the Customer signifies acceptance of the changes with regard to the terms and conditions of the Services.

### **1. Application for the Service and Supporting Documents**

1.1 The Customer must ensure that all information and supporting documents submitted to F@H for the purpose of the application for the subscription of the Service are accurate, current and complete. Documents required:

- a) for Malaysians - a copy of the individual's identity card (both sides); and
- b) for non-Malaysians - a copy of the individual's passport.

The Customer must be at least 18 years old and above to be eligible for F@H Service.

1.2 The Customer agree to and accept the terms of F@H Privacy Policy available at website [www.fiberhome.my](http://www.fiberhome.my) under Privacy Notice and which the Customer consent to F@H using Customer's personal information according to the Privacy Notice.

### **2. Minimum Subscription Period and Compensation for Early Termination or Suspension**

2.1 Unless otherwise specified in the application for the Service ("Application Form") or F@H website [www.fiberathome.my](http://www.fiberathome.my), the minimum subscription period for the Service is twenty four (24) months from the date of activation of the Service ("Activation Date") or in the event of any promotion held by F@H for the Service, such other minimum subscription period may be applicable in connection to the promotion, as may be prescribed by F@H from time to time ("Minimum Subscription Period"). Upon expiry of the Minimum Subscription Period, the Service will automatically be renewed on a monthly basis unless otherwise terminated by the Customer at any time, by giving thirty (30) days termination notice to F@H.

### **3. Installation of F@H Equipment**

3.1 The Customer deemed to have authorized F@H or F@H's appointed installers to enter Customer's premise to carry out and complete installation of F@H equipment. The Customer must have procured all 3<sup>rd</sup> party's permissions, licenses or consent necessary to complete the installation. For standard Installations, Fiber@Home will provide one (1) meter (inside your home) from the Digital Residential Gateway ("DRG") to the Fiber Wall Socket ("Standard Installation") at no additional charges. This arrangement for the Standard Installation may be subject to change from time to time. Should the length required at the Customer's premises exceed the said allocated amount, the extra charges will be borne by the Customer.

3.2 Cost for any non-standard type of installations, such as over the ceiling, underground ducts, concealed wiring and so on ("Non-Standard Installation") will be borne by the Customer. The consent of the Customer will be obtained by F@H or its contractor prior to commencing any Standard Installation. The Customer is required to pay in cash to the contractor upon completion of any non-standard installations work.

3.3 The Standard Installation process will take approximately one (1) hour. The Customer will receive a call from F@H within seven (7) working days from receipt of the Customer's application for the Service to confirm a date and time to install the F@H Equipment at the Customer's premises ("Installation Date"). For any rescheduling or cancellation of the Installation Date, the Customer is required to inform F@H no later than three (3) working days prior to the Installation Date. In the event the Customer fails to inform F@H accordingly, F@H reserves the right to charge the Customer RM100 for any rescheduling or cancellation request.

#### 4. Customer's Obligations

4.1 The Customer shall only use the Service for lawful purposes. The Customer shall not:

- a) use the Service for any unlawful purpose including without limitation any criminal purposes;
- b) use the Service to send unsolicited electronic messages or any message which is obscene, threatening or offensive on moral, religious, racial or political grounds to any person including a company or a corporation;
- c) use the Service to compromise or infect any systems with computer viruses or otherwise;
- d) use the Service to infringe any intellectual property rights of F@H, its related companies and subsidiaries or any third party;
- e) use the Service to gain unauthorized access to any computer system connected to the Internet or any information regarded as private by any person including a company or corporation;
- f) share the Service with any person including a company or corporation without the prior written approval of F@H and shall use the Service only for the purpose for which it is subscribed;
- g) resell or sublet the Service to any third parties without prior written consent from F@H;
- h) use the Service in any manner, which in the opinion of F@H may adversely affect the use of the Service by other customers or efficiency or security as a whole.

4.2 Where applicable, the Customer shall be responsible for the safety and security of service or user ID or password of the Service. F@H is not able to control the safety of the user ID and F@H disclaims any liability for any unauthorized use by any third party of such use, user ID or password. In addition, the Customer shall properly maintain and take appropriate measures to safeguard F@H's Equipment that may be provided by F@H for the use of the Service.

#### 5. Suspension and Termination of the Service

5.1 Customer shall have the right to terminate the Service and this Agreement at any time by giving F@H a minimum of thirty (30) days prior written termination notice.

5.2 F@H may:

- a) suspend and/or terminate the Service if any fee and/or payment due for the Service provided is not settled in full by due payment date;

- b) suspend and/or terminate the Service in the event the Customer fails to comply with the terms herein or the General T&C;
- c) temporarily suspend the Service if any scheduled or unscheduled outages occur which cause interruption to the Service, including but not limited to maintenance of F@H's Equipment or systems;
- d) suspend and/or terminate the Service if the Customer provided false or incomplete information to F@H;
- e) suspend and/or terminate the Service if the Customer becomes a bankrupt;
- f) suspend and/or terminate the Service if any Force Majeure Event occurs; or
- g) suspend and/or terminate the Service if the Customer is in breach of any rules, regulations, by laws, acts, ordinances.

Notice of termination will be sent to the Customer via any methods deemed fit based on the details furnished by the Customer during registration at our website or the Application Form or as updated by the Customer from time to time.

For avoidance of doubt, any suspension or termination of the Service shall not prejudice the right of F@H to recover all charges, costs, and interests due and any other incidental damages incurred thereto.

5.3 The effective date of the termination will be notified to Customer or from the Customer to F@H subject to the agreed termination notice mentioned above.

5.4 Upon the termination of the Service and this Agreement by either party, the Customer is liable for :

- (a) the subscription fee for the entire Billing Cycle in which the termination occurred, unless otherwise stated
- (b) the outstanding amount for the Service
- (c) return of F@H's equipment including but not limited to the DRG installed
- (d) the Early Termination Charges of RM500 for residential and RM1,000 for business in the event the termination occurred at any time before the expiry of the Minimum Subscription Period as agreed

All the above charges are deemed to be debt due to F@H and are to be paid by the Customer immediately upon receiving notification from F@H on the total amount due in the Customer's account. F@H has the right to set off this debt against any money due to the Customer from F@H.

5.5 F@H will also set off any deposit or advance payments collected from the Customer (if any) against any outstanding charges in the Customer's account. The balance (if any) will be refunded to the Customer and this Agreement will be terminated within sixty (60) days from the termination date.

5.6 F@H will contact the Customer to set an appointment for the collection of F@H's equipment. The Customer will grant F@H the access to their premise for this purpose. In the event that the equipment is not returned to F@H or returned not in a good order/or working condition to the standard acceptable by F@H, the Customer will be charged for the equipment at the current market retail price as solely determined by F@H.

6. Change of Service's Package Plan/Substitution of Service

6.1 Any request for change of the Service's package plan is subject to F@H's approval.

6.2 Customer acknowledges that F@H has the right to substitute the Service with a comparable service as a result of technological changes or advancement ("Substituted Service"). In such event, the Customer will be notified of the Substituted Service to be provided by F@H. The Customer shall have the right to accept or reject the Substituted Service. In the event where the Customer rejects the Substituted Service offered by F@H, then the Customer shall have the right to terminate the Service and this Agreement subject to a minimum of thirty (30) days termination notice given to F@H. If the Customer accepts the Substituted Service offered by F@H, then the terms herein shall be deemed to apply for the subscription of the Substituted Service save for any consequential and reasonable changes of terms as parties shall agree in writing.

6.3 Customer acknowledges that F@H's equipment including but not limited to the DRG installed or placed at the Customer's premises ("F@H's Equipment") may be shared by F@H with other service provider(s) in the event that the Customer subscribes to services offered by other service providers who have contractual arrangements with F@H. The sharing of F@H Equipment is for the purpose of enabling the other service provider to install and provide any service to the Customer at the Customer's. Likewise, Customer also acknowledges that where arrangement is made between F@H and any other service provider for the sharing or use of any equipment including equipment by the said service provider at the Customer's premises, F@H may use the relevant equipment for the purpose of the provision by F@H of any of the Services.

## 7. Billing, Payment and Credit Limit

7.1 The subscription fee and other applicable charges for the Service are published for viewing by the Customer from time to time at [www.fiberhome.my](http://www.fiberhome.my) or as provided in the Application Form. Customer will be charged according to the type of Service subscribed. F@H will send the bill for the Service on monthly basis to your email address furnished by the Customer during registration or as updated by the Customer from time to time. The billing date will commence from the Activation Date of the relevant Service. The first bill of the Service Subscription fee shall consist of the first and second month of the subscription and will be issued during the second month billing cycle. The copy of the bill can also be obtained from F@H Self Care Portal.

7.2 It is the responsibility of the Customer to periodically check F@H Self Care Portal for the latest bill. In the event the Customer require a paper copy of the monthly bill, a reasonable fee will be imposed for every copy of bill requested.

7.3 The Customer is required to settle their bill before the due date as stipulated in the bill. If the Customer fails to do so, the Customer may be charged with late penalty interest for any outstanding amounts at the rate of eight percent (8%) per annum calculated on daily rest from the due date until full settlement of the bill.

7.4 Customer agrees that F@H may, from time to time, implement and/or vary the credit limit to Customer's usage of the Service subject to prior notice to Customer either by direct communication to Customer via written notice or email or notification and updates via F@H's website. If implemented, Customer further acknowledges that F@H may block Customer's usage of the Service once the credit usage has reached its limit. Customer further understands that credit limit as may be imposed by F@H to its customers may vary with each customer.

Subject to F@H's right herein and unless otherwise varied, Customer acknowledges that the credit limit for the usage of the Service shall be a credit limit of 1.5 times of the Service package fee. Customer will be notified via email or sms or such other medium of communication as F@H deems fit:

- a) when Customer's usage has reached 70% of the credit limit and
- b) when Customer's usage has reached or exceeded 100% credit limit

where upon, F@H may suspend the Customer's usage of the relevant Service. Notwithstanding the implementation of the credit limit as aforesaid, Customer acknowledges that F@H may, at its absolute discretion, suspend the availability of and/or terminate the Service and/or place the Customer on F@H's blacklist in the event of failure by the Customer to pay any outstanding sum for the Service as and when it falls due or, for failure by Customer to pay any outstanding amount of subscription fee or charges for any of F@H's or its affiliates' other services as subscribed by the Customer.

7.5 Without prejudice to any other rights of F@H, Customer acknowledges that F@H may, suspend the availability of or terminate the Service and/or place the Customer on F@H's blacklist in the event of failure by Customer to pay any outstanding amount for the Service. Suspension of the Service as a result of breach by the Customer or by Customer's own election or under any of the circumstances as provided in this Agreement shall not prejudice the right of F@H to continuously bill the Customer for the unpaid subscription fees and/or recover all other charges, costs, and interests due and any other incidental charges incurred during the period of suspension and Customer agrees to pay F@H the aforesaid payment when due.

7.6 Save within the installation warranty period, the Customer shall bear the cost for site support visit requested from the Customer at the rate of RM50.00 per visit or at such other current prescribed rate as shall be reasonably determined by F@H from time to time. The charge is not inclusive of any materials or equipment replacement charges that the Customer may be required to pay F@H.

## 8. Disclaimer/Limitation of Liability/Right of Entry

8.1 The Service is provided on reasonable endeavours basis.

8.2 The service speed over Wifi is on reasonable endeavours basis. The Customer acknowledges that speed depends on factors such as size of the Customer's premises, location, construction material of the building, capabilities of the modem and number of simultaneous users of the wifi. F@H does not provide configurations or installations for third party equipment or modem of the Customer.

8.3 F@H makes no warranty of any kind, either expressed or implied, and expressly disclaims all implied warranties, including, but not limited to warranties of accuracy of the Service for a particular purpose of the Customer. Save for loss or damage due to injury or death arising from the gross negligence or willful default of F@H, F@H shall not be liable to the Customer for any indirect, consequential and incidental loss, cost, claim, liability, expenses, demands or damages whatsoever, loss of profits, loss of savings, loss of data or loss of business arising out of the Customer's failure or inability to use the Service or F@H's Equipment provided by F@H or delay, loss or damage or service failure due to computer viruses, worms, computer sabotage, denial of service attacks, DNS spoofing attacks or other hacking attacks of a similar

nature. F@H's liability (if any) is limited to restore the Service and if necessary, to replace F@H's Equipment or any part thereof if F@H reasonably determines that F@H's Equipment is not in working conditions or faulty not due to fault of the Customer.

8.4 The Customer acknowledges that F@H does not and cannot in any practical way supervise, edit or control the content and form of any information or data accessed by the Customer through the relevant Service. F@H does not guarantee nor provide any warranties whatsoever that the Service or any information or data accessed by the Customer through the relevant Service, will not be offensive, obscene, upsetting, seditious or defamatory to the Customer. The Customer shall exercise his discretion when using the Service at all times and F@H shall not be held responsible and hereby disclaim any and all liabilities whatsoever with regard to any information or content accessed through the relevant Service.

8.5 F@H shall not be liable in the event that the Customer suffers loss or damage due to Force Majeure Event.

8.6 Upon agreement by the Customer, the Customer shall confer F@H at all facilities and/or accommodations within the Customer's authority for the purpose of installation, inspection and maintenance of the Service, and shall give the necessary access or way leave to F@H and its employees at reasonable convenient times, as agreed by the Customer, to enter into the Customer's premise for the abovementioned purposes. If F@H is unable to secure any facility (ie) mentioned above, F@H may, without prejudice to any other provisions of this Agreement, either terminate this Agreement at any time after written notice has been issued to the Customer or suspend the provisioning of the Service.

## 9. Indemnity

9.1 The Customer agrees to indemnify, defend and hold F@H, its officers, directors, employees, agents, shareholders, licensors and suppliers harmless from and against all losses, expenses, damages and costs, including lawyer' fees, resulting from any violation by the Customer of these terms and conditions or asserted by any third party due to or arising out of your use of the Customer's use of the Services.

## 10. Force Majeure

10.1 Neither party shall be liable for any breach of these terms and conditions arising from cause beyond its control including but not limited to Acts of God, insurrection of civil disorder war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, industrial disputes of any kind (whether or not involving either party's employees), electricity or power failure, cable cut, fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies for whom neither party is responsible or any other cause whether similar or dissimilar outside either party's control ("Force Majeure Event").

## 11. General

11.1 These terms and conditions are governed by the laws of Malaysia, without reference to conflict of laws principles. Any dispute between the Customer and F@H regarding these terms and conditions will be subject to the exclusive jurisdiction of the courts located in Malaysia and the Customer expressly waive all defenses to jurisdiction.

11.2 These terms and conditions contain the entire understanding between the parties hereto with respect to the Services, and supersedes all previous oral or written agreements or understandings between the Customer and F@H, and no advice or information, whether oral or written, obtained by the Customer (whether before or after the date you accept these terms and conditions) shall create any obligation or warranty on the part of F@H not expressly stated herein. The Customer may also be subject to additional terms and conditions that may apply when the Customer uses any other services offered by F@H. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these terms and conditions.

11.3 If any provision of these terms and conditions is held invalid, the remainder of these terms and conditions will continue in full force and effect, and if any provision(s) of these terms and conditions is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

11.4 F@H's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right unless acknowledged and agreed to by F@H in writing.