

TERMS AND CONDITIONS FOR P1 USERS

These terms and conditions govern all services related to P1 Enterprise SIP Trunking service which include may be offered from time to time, if any (collectively, "Service"), provided by Packet One Networks (Malaysia) Sdn. Bhd. (571389-H) ("Service Provider") to you ("Subscriber").

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

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING UP FOR THE SERVICE. BY ACCEPTING AT THE END OF THESE TERMS AND CONDITIONS, SUBSCRIBER CONFIRMS ACCEPTANCE OF THE TERMS AND CONDITIONS POSTED ONLINE AND THE TERMS AND CONDITIONS ON THE P1 ENTERPRISE SIP TRUNKING REGISTRATION FORM. SERVICE PROVIDER RESERVES THE RIGHT TO UPDATE OR REVISE THESE TERMS AND CONDITIONS FROM TIME TO TIME. SERVICE PROVIDER MAY GIVE NOTICE OF AMENDMENT TO SUBSCRIBER IN SUCH A MANNER AS SERVICE PROVIDER DEEMS APPROPRIATE. CONTINUATION IN THE ACCESS OR USE OF THE SERVICE SIGNIFIES ACCEPTANCE BY SUBSCRIBER OF CHANGES TO THESE TERMS AND CONDITIONS.

1. Definitions and Interpretation

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

- "Service Activation Date" means the date when the Service commences, as more particularly described in Clause 3.3;
- "Credit Limit" means the maximum amount of credit usage (equivalent in RM) extended to the Subscriber in a month, before payment is due and payable;
- "Designated Address" means Subscriber's designated address as stated in Subscriber's Application Form (as more particularly described in Clause 5.1);
- "Packet One" or "P1" means Packet One Networks (Malaysia) Sdn. Bhd. (571389-H), or any of its related companies (as defined in the Companies Act 1965);
- "Packet One Network" means equipment, software and facilities operated by Packet One to enable the provision of the Service to Subscriber;
- "Registration Date" has the meaning ascribed to it in Clause 3.1;
- "Service" is defined as P1 Enterprise SIP Trunking service, an alternative voice service offering telephone service over IP as set forth in the service specific schedule attached;
- "Device" means any IP-enabled PBX, voice media gateway (to enable voice service) and any other equipment/devices;
- "Terms" has the meaning ascribed to it in Clause 2.

2. Provision of Services

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

3. Commencement of Service

- 3.1. These Terms shall become effective on the date on which Service Provider accepts Subscriber's application for the Service ("Registration Date") and, subject to contrary provisions provided herein, shall continue to be effective until all Service provided hereunder has expired or duly terminated.
- 3.2. Service Provider reserves the right to decline any application without assigning any reason therefor.
- 3.3. The Service Provider shall commence on the date on which the Service Provider activates the Service (Service Activation Date).

4. Application for the Service Registration

- 4.1. Subscriber shall execute a registration form, whereby subscriber details, described plan(s), assigned direct inward dialing (DID) number(s) assigned, device(s) information and payment method are clearly stated.
- 4.2. Subscriber shall ensure that all information submitted to Service Provider for the purpose of subscribing to the Service are accurate, current and complete and Subscriber undertakes to inform Service Provider of any updates to such information in accordance with Clause 14 below.

5. Service Availability

- 5.1. The Service shall be available to any Subscriber who has an IP-enabled PBX with sufficient Internet connectivity bandwidth to cater for the SIP trunk (a bandwidth of 30Kbps per concurrent voice channel is required).
- 5.2. The Service Provider shall ensure the highest standard of service quality to the Subscriber. However, the Service Provider makes no warranty on the Quality of Service (QoS) of the voice calls if the Service Provider (P1) is not the Internet Service Provider (ISP) providing Internet connectivity for the P1 Enterprise SIP Trunking service.
- 5.3. The Service Provider does not guarantee service availability in the event of a power outage, natural disasters, or Force Majeure as specified in Clause 26.

6. Service Packages

- 6.1. The Subscriber has the option to select a service plan for The Service Provider's SIP Trunking service based on a monthly commitment usage with or without a subscribed contract pricing as collectively described in the registration form or on Service Provider's website.
- 6.2. The pricing for the service plan mentioned in Clause 6.1 is provided by the Service Provider and is available for reference on Service Provider's website, or upon request.
- 6.3. The Subscriber will be allowed to upgrade/downgrade the service plan at any time from the date of activation. There will be no fees involved for service plan upgrades. There is however a fixed Administrative Fee of Ringgit Malaysia Fity (RM50.00) for a service plan downgrade. The amount of Direct Inward Dialing (DID) number(s) assigned to the Subscriber will automatically be increased/decreased corresponding to the service plan upgrade/downgraded.
- 6.4. The Subscriber is only allowed to perform only one service plan upgrade or downgrade in a month.

7. Service Activation/Deployment

- 7.1. During Service activation/deployment, the Subscriber may experience a temporary PBX downtime to allow for configurations to be done on the PBX system to enable the service.
- 7.2. The Subscriber shall engage the original PBX vendor(s) to assist the Service Provider in configuring the PBX system during service activation/deployment.

8. Charges

- 8.1. The charges for the Services are based on the type of Service(s) subscribed to.
- 8.2. Except as otherwise provided in these Terms, the Subscriber shall be billed for the Service(s) subscribed to according to a monthly basis. When the Subscriber activates the Services, pro-rated charges apply.
- 8.3. The first bill shall include the Registration Fee, Activation Fee, Stamp Duty, Refundable Deposit, Pro-rated Monthly Access Fee, and other charges (if applicable). The fees for subsequent months shall be payable in the relevant months.
- 8.4. The Service Provider shall by default impose a Credit Limit for all registered accounts. The credit limit is determined at the discretion of the Service Provider based on the service plan subscribed. However, in the event the Subscriber exceeds the given Credit Limit, all outgoing calls, excluding calls to emergency numbers, shall be barred until 100% of the amount due (billed & unbilled) is paid to the Service Provider.
- 8.5. If the Subscriber upgrades to a higher service plan, the Subscriber is required to pay in due the difference in the amount of deposit required for the new service plan and of the previous service plan. However, if the Subscriber downgrades to a lower service plan, the deposit amount withheld by the Service Provider remains the same.
- 8.6. The billing date shall commence on the Activation Date. Payment of all outstanding fees due and payable by the Subscriber to the Service Provider shall be remitted in full within the said period stated on the bill.
- 8.7. Subscriber shall be liable for and shall promptly pay to the Service Provider, within the time period specified in the Service Provider's bill for the Service, all charges, fees, costs or other amounts whatsoever shown in Service Provider's bill, notwithstanding that the Subscriber may dispute the same for any reason whatsoever.
- 8.8. In the event the amount stated in Service Provider's bill or any part thereof remains unpaid after the Subscriber reserves the right to dispute or to request to suspend the account. During account suspension, all outgoing calls, excluding calls to emergency numbers, shall be barred until the full amount due (billed & unbilled) is paid to the Service Provider. A re-connection charge of Ringgit Malaysia Fity (RM50.00) applies to re-activate the account. Acceptance of late or partial payment shall not waive any of the rights of the Service Provider to collect the full amount of the charges for the Service. Notice of any disputes must be made by the Subscriber in writing to the Service Provider within thirty (30) days of the date of the relevant bill or Subscriber shall be deemed to have waived any objection.
- 8.9. Subscriber is obligated to conduct a reasonable inquiry in the event that the Subscriber has not received the bill within the expected period. Subscriber acknowledges that non receipt of any statement or account bill, statement or any correspondence in relation to the Service subscribed shall not be a valid reason for the Subscriber to withhold or delay any outstanding payments to Service Provider.
- 8.10. Service Provider may from time to time revise the registration fee, activation fee, and any other fees and charges for the Service. Service Provider may decrease the fees without providing advance notice. Increases in the fees for the Service are to take effect on such effective dates as may be specified by Service Provider provided that such effective dates shall be no sooner than thirty (30) days after Service Provider posts them on the website www.p1.com.my.
- 8.11. In the event that the Services are re-activated after suspension, there is a reconnection fee of Ringgit Malaysia Fity (RM50.00) only.
- 8.12. If the Service Provider discovers an invoice given to the Subscriber whereby any due and unpaid amount that is due to the Service Provider is not included in the previous invoice, the Service Provider may add the amount of such interest to its next invoice to the Subscriber.
- 8.13. The Service Provider may include omitted or miscalculated amount due from an earlier invoice in a later invoice, or issue an invoice to the Subscriber for charges which have not been invoiced.

9. Subscriber's Responsibilities

- 9.1. Subscriber shall:
 - 9.1.1. be responsible for the set-up or configuration of his/her/its own equipment for access to the Service;
 - 9.1.2. comply with all notices or instructions given by Service Provider from time to time in respect of the use of the Service;
 - 9.1.3. be solely responsible for obtaining, at his/her/its own cost, all licenses, permits, consents, approvals as may be required for using the Service;
 - 9.1.4. comply with the rules of any network to which Subscriber has access through the Service;
 - 9.1.5. comply with any and all applicable laws and regulations of Malaysia, whether relating to the Service or otherwise including but not limited to the Communications and Multimedia Act 1998;
 - 9.1.6. be solely responsible for all information retrieved, stored and transmitted by Subscriber through the use of the Service;

- 9.1.7. obtain Service Provider's prior approval before making any changes to the network configuration and interconnecting the private network to any public network;
- 9.1.8. be responsible for ensuring that Subscriber's personal computer is equipped with the necessary network card;
- 9.1.9. provide basic infrastructure for installation of the Device including but not limited to internet wiring;
- 9.1.10. pay and settle all fees and any other charges due to Service Provider in accordance with these Terms;
- 9.1.11. abide and adhere to all of Service Provider's Terms and Conditions; and
- 9.1.12. comply with the provisions of all access agreements executed between Service Provider and third parties.

10. Prohibited Use

- 10.1. Subscriber shall:
 - 10.1.1. not use the Service, any equipment, relevant technology and intellectual property rights for any unlawful purpose including but not limited to any criminal purpose;
 - 10.1.2. not 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;
 - 10.1.3. not disrupt the normal use of the Service for other subscribers;
 - 10.1.4. not compromise or infect any system with computer viruses or otherwise;
 - 10.1.5. not infringe any intellectual property right of Service Provider, its related companies and subsidiaries or any third party;
 - 10.1.6. not gain unauthorised access to any computer system connected to the Internet or any information regarded as private by any person including a company or corporation;
 - 10.1.7. not share the Service with any person including a company or corporation without the prior written express consent of Service Provider and shall use the Service only for the purpose for which it is subscribed;
 - 10.1.8. not resell or sublet the Service to any third party; and
 - 10.1.9. not modify, reverse engineer, translate, disassemble or decompile the Service and Subscriber Premise Equipment, or otherwise to attempt to derive the source code of the software that enables the Service and not use the Service in any manner, which in the opinion of Service Provider may adversely affect the use of the Service by other subscribers or efficiency or security as a whole.
- 10.2. In respect of the Terms under Clause 10.1 hereinabove Subscriber shall indemnify and keep the Service Provider indemnified against all costs, expenses, loss and damages that may arise out of Subscriber's non-adherence thereof.

11. Security

- 11.1. Subscriber shall take all such measures as may be necessary to protect his/her/its own system and network.
- 11.2. Subscriber shall be responsible for maintaining the confidentiality of his/her/its password(s) and shall not disclose or permit others to use his/her/its password(s) from time to time) and shall not reveal the same to any other person.
- 11.3. Service Provider shall not be liable for any loss Subscriber suffers as a result of not keeping his/her/its password and other security information confidential.
- 11.4. Subscriber acknowledges that Service Provider shall not be liable for the security of Subscriber's data or passing over the Service or the Service Provider Network and that Service Provider shall have no obligation to ensure, and makes no representations or warranties concerning the security of such data. Subscriber shall be solely responsible for the data retrieved, stored or transmitted through the Service or the Service Provider Network.
- 11.5. Subscriber agrees that Service Provider is not liable for any unauthorised access to Subscriber's data, even where the access occurs as a result of a fault in the Service Provider's Network or any other equipment or software owned, operated or supplied by Service Provider.

12. Cancellation of Service

- 12.1. In the event the Subscriber wishes to terminate the service, the Subscriber is required to give the Service Provider at least two (2) months' notice either in writing via postal mail, email, fax, or by contacting the Account Manager or the Service Provider's Customer Careline (1-800-282-228) via phone. Failure to do so will result in the Subscriber having to pay in lieu the monthly commitment usage for the remaining notice period, or the forfeit of Subscriber's deposit.
- 12.2. Upon receiving the intent of termination, the Service Provider shall process Subscriber's Service Termination Request and determine the Service Termination Date. Subscriber MUST notify the Service Provider thirty (30) days in advance before the Service Termination Date.

13. Suspension of Service

- 13.1. Without prejudice to any other rights or remedies and notwithstanding any waiver by Service Provider of any breach by Subscriber, Service Provider may suspend all or any of the Service for a period determined by Service Provider in its sole discretion in the event that:
 - 13.1.1. Any fees and/or payment due hereunder for the Service provided which has not been settled in full and remains due and payable to the Service Provider;
 - 13.1.2. Subscriber fails to comply with these Terms;
 - 13.1.2.1. there is reasonable suspicion of fraudulent or illegal activity by Subscriber;
 - 13.1.2.2. a legal authority requests Service Provider to do so; and/or
 - 13.1.2.3. any scheduled or unscheduled outage which caused interruption to the Service, including but not limited to maintenance;
- 13.2. In the event of any suspension of the Service by Service Provider in accordance with Clause 13.1 hereof, Service Provider may if it deems proper reconnect the Service, in which event the Service and these Terms shall continue in effect as if the Service had not been suspended.

14. Change of Subscriber's Details

Subscriber undertakes to update all information by contacting the Account Manager, the Service Provider's Customer Careline (1-800-282-228), of any change of Subscriber's information provided earlier to Service Provider. Failure by Subscriber to notify Service Provider of such changes shall be a waiver of Subscriber's right including the right to be notified under these Terms as the case may be.

15. Relocation

- 15.1. The Subscriber should notify the Service Provider of any office relocation, or change of address under which the account is registered.
- 15.2. Office relocation is defined as the need for the Subscriber to change the assigned fixed geographical phone numbers due to change in charge area associated with the postcode of the new mailing address.
- 15.3. There will be a relocation administrative charge of Ringgit Malaysia Fity (RM50.00) per relocation per account. This administrative charge is inclusive of any system reconfiguration and/or reassignment of fixed geographical phone numbers.

16. Activation Period

- 16.1. This Agreement shall commence on the Service Activation Date and shall continue for the duration for as long as the Subscriber stays an active user.
- 16.2. Notwithstanding Clause 16.1, Service Provider may at any time discontinue the Service or any part thereof or terminate the Agreement without having to give any reason by giving thirty (30) days written notice to Subscriber. Service Provider shall have no liability to Subscriber for discontinuance of the Service or any part thereof or termination of the Agreement pursuant to this Agreement.

17. Termination

- 17.1. Without prejudice to any other rights or remedies of Service Provider under these Terms or at law, Service Provider may terminate any or all Service immediately, in the event:
 - 17.1.1. Subscriber breaches any term, condition, undertaking or warranty hereunder and such breach shall remain unremedied for a period of thirty (30) days after receipt of the written notice of termination; and
 - 17.1.2. any event of Force Majeure occurs as specified in Clause 26 hereof, which continues for a period of more than sixty (60) days;
 - 17.1.3. Subscriber fails to comply with Service Provider's policy(ies) and/or instruction(s) communicated to Subscriber on-line and such non-compliance shall remain unremedied for a period of thirty (30) days after receipt of the written request to remedy the same;
 - 17.1.4. Subscriber is in breach of any provision under Communication and Multimedia Act, 1998 and the Malaysian Communication and Multimedia Commission Act, 1998 or any other rules, regulations, by-laws, acts, ordinances or any amendments to the above; or
 - 17.1.5. Service Provider has suspended any Service to Subscriber pursuant to Clause 13.1 & 13.2 for sixty (60) days or longer.
- 17.2. Subscriber may terminate any Service upon providing at least thirty (30) days notice to Service Provider either in writing via postal mail, email, fax, or by contacting the Account Manager or the Service Provider's Customer Careline (1-800-282-228) via phone. The Subscriber remains liable to pay fees, costs and charges due to the Service Provider prior to the termination date.
- 17.3. Notwithstanding the termination by Service Provider pursuant to Clause 17.1, Subscriber shall remain liable for all fees due and owing to Service Provider during the subsistence of this Agreement. Such termination shall not prejudice the right of Service Provider to recover all charges, costs and interest due and any other incidental damages incurred thereto.
- 17.4. Service Provider shall not be liable to Subscriber for any claim for damages or costs of any nature whatsoever arising out of discontinuance of the Service due to the termination or expiration of any Service or these Terms in accordance with its term including but not limited to any claim for loss of profits or prospective profits or for anticipated loss.

18. Disclaimer

- 18.1. The Service is provided on an "as is" basis. Service Provider disclaims all warranties and representations of any kind, express, implied, or statutory including but not limited to the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Service Provider does not warrant that any of the Service will meet Subscriber's specific requirements or will be uninterrupted, timely and secure or error free.
- 18.2. Service Provider shall not be liable to Subscriber for any direct and incidental loss, cost, claim, liability, expense, demands or damages whatsoever (including any loss of profits, loss of data or incidents or consequential damages) arising out of Subscriber's use, misuse, or failure or inability to use Service provided by Service Provider hereunder. Service Provider's liability (if any) is limited to restore the Service if Service Provider decides that the Service is not up to par and not due to Subscriber's act or omission.
- 18.3. Service Provider shall not be liable in any way whatsoever for any loss or damage to any property or injury to any person whatsoever caused, whether negligent or

- otherwise arising out of any installation and/or configuration where such task is conducted by Subscriber.
- 18.4. While every care is taken by Service Provider in the provision of the Service, Service Provider shall not be liable for any loss of information whatsoever caused whether as a result of any interruption, suspension, or termination of the Service or otherwise, or for the content's accuracy or quality of information available, received or transmitted through the Service.
- 18.5. Subscriber shall be solely responsible, and Service Provider shall not be liable in any manner whatsoever, for ensuring that in using the Service all applicable laws, rules and regulations for the use of any telecommunications systems, service or equipment shall be at all times complied with.

19. Indemnity

- 19.1. Subscriber undertakes and agrees to indemnify, save and hold Service Provider harmless at all times against all actions, claims, proceedings, costs, losses and damages whatsoever including but not limited to libel, slander, or infringement of copyright or other intellectual property rights or death, bodily injury or property damage whatsoever arising which Service Provider may sustain, incur or pay, or as the case may be, which may be brought or established against Service Provider by any person including a company or corporation whosever arising out of or in connection with or by reason of the operation, provision or use of the Service and/or equipment under and pursuant to the Terms and which are attributable to the act, omission or neglect of Subscriber, his servants or agents. This paragraph shall survive termination of these Terms and the Service.
- 19.2. Service Provider shall use its best endeavours to ensure the continuity and efficiency of the Service at all times but shall not be liable for any loss, damage, consequential or otherwise, arising out of any failure of the Service caused unless such default, error, omission or loss is due to the willful neglect or fault of Service Provider. Notwithstanding the aforementioned, the extent of Service Provider's liability shall be limited to correcting the failure of the Service only.

20. Confidential Information

Subscriber shall at all times maintain the confidentiality of all information imparted to him/her/it pursuant to this Agreement in connection with any Service. Subscriber shall be construed as giving or to any third party any such information without the prior written consent of Service Provider.

21. Entire Agreement

- 21.1. These Terms submitted by Subscriber to Service Provider, representing the entire understanding, and constitute the whole agreement, in relation to its subject matter and supersedes any previous agreement between the Parties with respect thereto, and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.
- 21.2. In the event of a conflict between the terms and conditions set forth in the main body of these Terms and the terms in a service specific schedule, the terms in the service specific schedule shall govern.

22. Severability

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

23. Assignment

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

24. Indulgence and Waiver

- 24.1. The delay or indulgence by Service Provider in enforcing any term or condition of these Terms or granting of time by Service Provider to Subscriber shall prejudice the rights or powers of Service Provider under these Terms or at law.
- 24.2. Failure by Service Provider to exercise any part or all of its rights under these Terms or any partial exercise shall not act as a waiver of such right nor shall any waiver by Service Provider constitute a precedent to constitute a continuing waiver in respect of any subsequent or continuing breach.

25. Notice

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

26. Force Majeure

- 26.1. Service Provider shall not be liable for any breach of these Terms arising from cause beyond its control, including but not limited to:
 - 26.1.1. war, whether declared or not, civil war, civil violence, riots and revolution, acts of piracy, acts of sabotage;
 - 26.1.2. natural disasters and Acts of God, such as violent storms, cyclones, earthquakes, tsunamis, tidal waves, floods, destruction by lightning;
 - 26.1.3. explosions, fires, destruction of machines, of factories and of any kind of installations; boycotts, strikes and lock-outs of all kinds, go-slows, occupations of factories and premises, work stoppages, embargos, labor shortages or disputes, failure of the Internet; and
 - 26.1.5. acts of authority, whether lawful or unlawful.
- 26.2. Service Provider may terminate any Service by giving written notice to Subscriber, in the event that the Force Majeure event which has occurred prevents Service Provider from performing and/or continuing its obligations for more than a period of fourteen (14) days.

27. Governing Law and Forum

These Terms shall be governed and construed in accordance with the laws of Malaysia and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Malaysia courts. These terms and conditions shall also be subjected to the directives, determinations and regulations as set by Malaysian Communications and Multimedia Commission from time to time ("MCMC Directives"). In the event of conflict between the terms and conditions and MCMC directives, the MCMC directives shall prevail and supersede in respect of the conflict only.

28. Taxes

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

29. Subscriber's Warranties and Acknowledgement

- 29.1. Subscriber hereby warrants that:
 - 29.1.1. he/she/it has the legal capacity to enter into these Terms and is not a minor; and
 - 29.1.2. if Subscriber is a body corporate, it has the required corporate authority to enter, execute and be bound by these Terms.
- 29.2. Subscriber acknowledges that:
 - 29.2.1. he/she/it has read and fully understood all the terms and conditions herein upon accepting these Terms and agrees to be bound by the same upon Service Provider accepting the application.
- 29.3. Subscriber further acknowledges and agrees that:
 - 29.3.1. he/she/it is Service Provider's policy to use Subscriber's data and personal information acquired through the registration process or through Subscriber's use of Service Provider's products and services for its business purposes.
 - 29.3.2. Service Provider may use and/or share with its licensors Subscriber's personal information for the purposes of customising advertisements and content on the website (the "Website") and Service Provider's partner websites, providing information to Subscriber of other products and services available from Service Provider, its licensors and its affiliate, processing and fulfilling Subscriber request for products and services, responding to Subscriber enquiries, conducting research for improvement of the Service and relevant technology and products, and statistical analysis and the general operation and maintenance of the Service and its related website(s).
 - 29.3.3. Subscriber shall be subject to such additional terms and conditions as may be law or in good faith, if such action is necessary to:
 - 29.3.3.1. comply with any legal authority, law enforcement agency, court orders or legal process; and/or
 - 29.3.3.2. protect and defend the rights or property of Service Provider, its licensors and its users.

30. Schedules Integral to this Agreement

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

31. Promotions

- 31.1. Where the Subscriber's subscription is made pursuant to promotions as listed in the Appendix 2 hereto, the Subscriber agrees that upon Service Provider's acceptance of the Subscriber's application to subscribe to the Service pursuant to a promotion, the Subscriber shall be subject to such additional terms and conditions as may be attached as conditions to the said promotion. Such additional terms and conditions shall be read as supplementary to the terms and conditions in this Agreement. Service Provider expressly reserves the right to withdraw any promotions subscribed to by the Subscriber at any time without assigning any reasons for such withdrawal.
- 31.2. In the event that the promotion involves a licensed financial institution as defined in the Banking and Financial Institutions Act 1989 (hereinafter referred to as the "Financier"), the Subscriber shall in addition to Clause 31.1 above comply with all requirements imposed by the Financier and further acknowledges that Service Provider has reserved the right to take any action as requested by the Financier to protect the Financier's interests or as deemed fit for Service Provider's own interests and credit control purposes and management of the Subscriber's account(s).

32. Data

The Subscriber shall, upon executing this Agreement, consent and permit Service Provider to use/disclose the Subscriber's personal data for purposes including but not limited to data matching, transactional and other data. On an identification presentation (GUI), or on checking and/or for any purpose deemed to be in the interest of Service Provider, its user and for the compliance of any laws and regulations.