

TERMS & CONDITIONS FOR INSTAWEB SERVICE

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE SUBSCRIBING TO THE INSTAWEB SERVICE (“**SERVICE**”). BY INDICATING YOUR ACCEPTANCE TO THE SERVICE, YOU (“**CUSTOMER**”) ARE DEEMED TO HAVE ACKNOWLEDGED AND AGREED TO BE BOUND BY ALL THE TERMS AND CONDITIONS HEREIN. TMIM RESERVES THE RIGHT TO ADD, MODIFY, DELETE OR REVISE THE TERMS AND CONDITIONS FROM TIME TO TIME WITH NO OBLIGATION FOR NOTICE. CONTINUATION OF ACCESS OR USE OF THE SERVICE SIGNIFIES ACCEPTANCE OF THE CHANGES TO THE TERMS AND CONDITIONS.

1. **Service**

Instaweb service is a website development service (hereinafter referred to as “Service”) provided by TM Info-Media Sdn Bhd (“TMIM”), a wholly owned subsidiary of Telekom Malaysia Berhad (“TM”), which converts a customer’s Facebook Page into a website;

2. **Definitions**

“**Agreement**” means the Terms and Conditions herein;

“**Customer**” means any person, body of person, company, corporation, firm or partnership incorporated under the laws of Malaysia, who subscribe to the Service herein for free, on trial basis or with charge for a value;

“**Facebook Page**” means a public profile page on Facebook specifically created for businesses, brands, celebrities, causes and other organizations;

“**Free Trial**” means 30-day free access to Website Builder for Customer to experience the Service before subscribing to it;

“**Subscriber**” means Customer who has made payment to TMIM for the Service, either monthly or yearly payment;

“**Subscription**” means the action of agreeing to the Agreement herein and using the Service by making payment to TMIM;

“**TM**” means Telekom Malaysia Berhad (Company No. 128740-P) a company incorporated under the laws of Malaysia with its business address at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur, including any of its subsidiaries that is authorised to act on behalf of TM to provide the Service; and

“**Website Builder**” means an online portal that contains the tools to manage and make changes or additions to the website.

3. **Access to the Service**

- 3.1. The Customer shall be given access to the Free Trial of the Service prior to the Subscription.
- 3.2. The access to the Free Trial shall commence immediately after the website is created at the authorised portal as designated by TMIM.
- 3.3. Upon expiration of the Free Trial period, the Customer may continue with the Subscription of the Service.
- 3.4. The access to the Service upon Subscription shall commence after the completion of the following:

- (i) Subscription form with valid and legitimate information of the Customer is completed;
- (ii) Subscription payment is made via the authorised portal and in accordance to Clause 6;
- (iii) Payment is received in TMIM's account; and
- (iv) Domain name is approved and released by TMIM.

4. Minimum Subscription Period

- 4.1 The Minimum Subscription Period of the Service is twelve (12) months and any early termination within the said period is subject to the provision under Clause 10.4 below.
- 4.2 Upon expiration of the Minimum Subscription Period, the Subscription will automatically continue on a monthly basis (if the Subscriber pays for monthly Subscription) or on a yearly basis (if the Subscriber pays for yearly Subscription) unless the Subscriber chooses to terminate the Service in accordance with Clause 10.3 below.

5. Domain Name

- 5.1 Domain name represents the identification or address of a website within the Internet realm.
- 5.2 The Customer may choose a domain name to represent its website subscribed under the Service. However and in the event where the domain name chosen by the Customer is unavailable, then the Customer will be immediately prompted and another domain name shall be selected. For avoidance of doubt, TMIM will only process a domain name that is still available and has not been taken by any other party.
- 5.3 TMIM provides the domains such as “.com”, “.net”, “.biz” and “.org” only.
- 5.4 For country code top-level domain that ends with “.my”, an additional cost will be imposed (“Domain Payment”). Upon making the Subscription payment as stated under Clause 3.4(ii), the Customer is required to send a written request to TMIM via e-mail to wecare@tm.com.my and shall thereafter allow an additional fourteen (14) days for TMIM to process the Customer's request (“Processing Period”). For avoidance of doubt, the Processing Period begins after the payment is received in TMIM's account as stated under Clause 3.4(iii).
- 5.5 In the event where the domain name as requested under Clause 5.4 is unavailable, the Customer may request for a refund of the Domain Payment.

6. Subscription Fees and Payment

- 6.1 Subscription fees for the Service shall be at such rate as may be published and informed or made available online at a designated website as informed by TMIM from time to time. All prices specified and charged to the Customer are subjected to GST.
- 6.2 Such fees shall be paid prior to the Customer's access to the Service. Access to the Service shall not be permitted until the required payment has been made by the Customer.
- 6.3 The Customer may choose to make payment via any of the following method:-
 - (i) Cash or by cheque;
 - (ii) Credit card or debit card; or

(iii) Online banking.

6.4 TMIM reserves the right to amend and vary the above method of payment from time to time.

7. Customer's Responsibilities

The Customer agrees that it shall:

- a) allow access to its Facebook Page and its content to create a website using the Service;
- b) be solely responsible for the content published on Facebook Page and website and ensure that the content does not contravene any laws, regulations and directions by the local authorities, regulators or censorship bodies in Malaysia and that the content does not contain material or activities that are threatening, obscene, disparaging or hate related, abusive, containing materials of pornography, nudity, erotica or sex related merchandising and includes promotions of any illegal or prohibited activities;
- c) ensure its business operation is valid, legitimate and in compliance with all applicable Malaysian Laws;
- d) make duly payment for the Subscription of Service herein;
- e) be responsible of other accounts and registrations of tools related to the Service;
- f) not resell, share or sublet the Service to third parties without prior written consent from TMIM;
- g) comply with all notices or instructions or directions issued by TMIM from time to time in respect of the use of the Service;
- h) comply with the rules of any network to which the Customer has access through the Service;
- i) be solely responsible for all information retrieved, stored and transmitted by the Customer through the use of the Service;
- j) abide and adhere to the terms and condition of this Agreement;
- k) not use the Service in any manner, which in the opinion of TMIM may adversely affect the use of the Service by other Customers or efficiency or security as a whole;
- l) ensure that the contents, images, materials and information created from the Facebook page which are used for the purpose of the Service herein do not infringe intellectual property rights of any person or third party; and
- m) comply with all the applicable laws and regulations of Malaysia.

8. Lawful Purpose

The Customer shall only use the Service for lawful purposes, including but not limited to, copyrighted material, material legally judged not to be threatening or obscene, pornographic, profane, or material protected by trade secrets. These also include links or any connection to such materials. Customer also warrants that Customer has the right to use any applicable trademarks, service marks, brand names, designs, logos, symbols and other proprietary indicia or any combination thereof which are featured in the Customer's Facebook Page and/or website for the purpose of Service herein.

9. Prohibited Use

The Customer shall:-

- a) not use the Service to send or receive or promoting any messages which are offensive on moral, religious, racial or political grounds or cause any anxiety to any person including a company or a corporation;
- b) not compromise any computer systems by transmitting computer viruses, Trojan Horses, or other destructive software;
- c) not infringe any intellectual property rights of TM, TMIM and/or third party; and
- d) not gain unauthorized access to any computer system connected to the Internet or any information regarded as private by other persons including a company or corporation.

10. Termination

10.1 Without prejudice to any other rights or remedies of TMIM under this Agreement or at law, TMIM may terminate this Agreement, if the Customer:

- a) fails to comply with any provisions in this Agreement and/or any instruction(s) communicated to the Customer, in writing; or
- b) is in breach of any provision under the Communication and Multimedia Act, 1998 or any other rules, regulations, by-laws, acts, ordinances or any amendments to the above; or
- c) fails to make payment for Subscription within thirty (30) days from the due date stipulated in the tax invoice; or
- d) becomes bankrupt or insolvent.

10.2 In the event of termination in accordance with Clause 9.1(c), the Customer may make a new application if the Customer intends to re-subscribe to the Service.

10.3 The Customer may terminate this Agreement after the expiry of the Minimum Subscription Period, provided that a written request is made to TMIM, thirty (30) days prior to the next billing date via the following channels:

- a) Email, to wecare@tm.com.my; or
- b) Live Chat, on Instaweb portal (www.instaweb.my).

10.4 Any Customer who wishes to terminate this Agreement during the Minimum Subscription Period shall:

- a) provide a written request to TMIM thirty (30) days, prior to the next billing date via the following channels:
 - i. Email, to wecare@tm.com.my; or
 - ii. Live Chat, on Instaweb portal (www.instaweb.my); and
- b) be liable to pay the Subscription fee outstanding to TMIM from the date of such termination until the end of the Minimum Subscription Period.

- 10.5 Such termination shall not prejudice the right of TMIM to recover all charges, costs, and interests due and any other incidental damages incurred thereto.
- 10.6 TMIM shall not be liable to the Customer for any claim for damages, losses or costs of any nature whatsoever arising out of discontinuance of the Service or termination or expiration of this Agreement including but not limited to any claim for loss of profits or prospective profits or for anticipated loss.
- 10.7 For avoidance of doubt, the Customer is not allowed to downgrade the package that the Customer has subscribed during the Subscription period.

11. Disclaimer

- 11.1 The Service is provided on an "as is" basis. TMIM makes no warranty of any kind, either expressed or implied, including but not limited to the warranties of accuracy, merchantability or fitness of the Service for a particular purpose. In no event TMIM will be liable to the Customer for any direct, indirect, consequential or special damages whatsoever suffered by the Customer or any other party relating in any way to the use of Service or pursuant to any activities contemplated under these Agreement.
- 11.2 Whilst every care is taken by TMIM in the provision of the Service, TMIM shall not be liable for any loss of information howsoever caused whether as a result of any interruption, suspension, or termination of the Service or otherwise, or for the content accuracy or quality of information available, received or transmitted through the Service.
- 11.3 The Customer shall be solely responsible when using the Service and TMIM shall not be liable in any manner whatsoever, for ensuring that the Customer, while using the Service, comply with all applicable laws, rules and regulations for the use of any telecommunications systems, service or equipment.
- 11.4 TMIM shall not be liable for any loss or any damages incurred, suffered and/or sustained by the Customer by reason of any disclosure, inadvertent or otherwise in any information concerning the Customer's account particulars. Neither shall TMIM be liable for error, omission or inaccuracy of such information, whether or not it is due to TMIM's neglect.
- 11.5 TMIM shall use its best endeavour to ensure the continuity and efficiency of the Service at all times but it shall not be liable for any loss, damages, consequential or otherwise, arising out of any failure of the Service caused unless such default, error, omission or loss is due to the neglect of TMIM. Notwithstanding the aforementioned, the extent of TMIM's liability shall be limited to correcting the failure of the Service only.

12. Indemnity

The Customer undertakes and agrees to indemnify, save and hold harmless TMIM 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 howsoever arising which TMIM may sustain, incur or pay, or as the case may be, which may be brought or established against TMIM by any person including a company or corporation whomsoever arising out of or in connection with or by reason of the operation, provision or use of the Service and/or equipment (if any) under, by reason of or pursuant to this Agreement and which are attributable to the act, omission or neglect of the Customer, his servants or agents. The Customer acknowledges the risks associated with public access to the Internet and hereby releases and indemnifies TMIM and the owner of the site and any affiliates of the foregoing parties from any damage or loss that might occur.

13. Confidential Information

Except with the prior written consent of TMIM, the Customer shall not at any time communicate to any person any confidential information disclosed to it for the purpose of the provision of the Service or discovered by it in the course of the provision and performance of the Service.

14. Severability

If any provision herein contained shall be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.

15. Assignment

The Customer shall not assign any of its rights or obligations under this Agreement to any other person or company except with prior written approval of TMIM. TMIM may assign or novate this Agreement or any part thereof to any corporate body which is a parent company, subsidiary or related company of TMIM or/and TM and consent for the abovementioned is hereby given by the Customer.

16. Binding on Successors

This Agreement shall be binding upon the successors in title, executors, administrators, personal representatives and/or permitted assigns of the Customer and upon the successors in title and/or assigns of TMIM.

17. Indulgence and waiver

- 17.1 No delay or indulgence by TMIM in enforcing any term or condition of this Agreement or granting of time by TMIM to the Customer shall prejudice the rights of TMIM under this Agreement or at law.
- 17.2 Failure by TMIM to exercise any part or all of its rights under this Agreement or any partial exercise shall not act as a waiver of such right nor shall any waiver by TMIM of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.

18. Notice

- 18.1 Any notices, announcements or other matters shall be given by TMIM to the Customer by electronic mail ("e-mail").
- 18.2 For the purpose of Clause 18.1, the Customer shall provide TMIM with a valid e-mail address during the registration or/and Subscription of the Service.
- 18.3 In addition to providing notice as stipulated under Clause 18.1, TMIM may (but under no circumstances it is obliged to) notify the Customer by telephone or any other mediums as it deems fit.

19. Force Majeure

TMIM shall not be liable for any breach of this Agreement arising from event beyond its control including but not limited to acts of God, insurrection of civil disorder, war or military operations, national or local emergency, act of terrorism, acts or omissions of government, highway authority or other competent authority, industrial disputes of any kind (whether or not involving TMIM employees), fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies for whom TMIM is not responsible or any other events whether similar or dissimilar, outside TMIM's control. TMIM shall have the sole right on whether to temporarily suspend or terminate the Service if the Force Majeure event continues and affects the provision of Service herein.

20. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Malaysia.

21. Customer's Acknowledgement

21.1 The Customer hereby acknowledges that:

- a) it has read and fully understood all the Terms and Conditions herein and agreed to be bound by the same upon TMIM accepting to activate the Service;
- b) the details provided to TMIM are true, genuine and contain the latest information of its business and it allows TMIM to conduct independent verification of the same with any organization or body;
- c) the Service may not be uninterrupted or error-free;
- d) that the device used for the Service may be exposed to viruses or other harmful applications through the Service;
- e) that TMIM can at any point block access to the Service that it deems violate the acceptable terms in Clauses 7, 8 and 9.

21.2 The Customer further acknowledges that:

- a) TMIM may use the Customer's data and personal information acquired through the registration process or through the Customer's use of the Service for its business purposes as stated herein and in the Privacy Notice of TM.
- b) TMIM may use the Customer's personal information for the internal purposes of customizing advertisements and content on the website(s), providing information to the Customer of other products and services available from TMIM and its affiliate, processing and fulfilling Customer request for products and services, responding to Customer enquiries, conducting research for improvement of the Service and statistical analysis and the general operation and maintenance of the Service and its related website(s).

22. Customer's Personal Data

22.1 TMIM will disclose the Customer's personal information if required to do so by law or in good faith, if such action is necessary to:

- a) comply with any law enforcement agency, court orders or legal process; and/or
- b) protect and defend the rights or property of TMIM and its users.

22.2 Any personal data provided to TMIM in connection with the Service shall be kept confidential except to any activities mentioned thereto. The Privacy Notice of TM shall apply to this Service (for further information on the Privacy Notice of TM's group of companies, please visit www.tm.com.my). TMIM shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the personal data. All information provided will be kept strictly private and confidential and will be used for the purpose of the Service only.