



This Agreement is binding on you, the Customer, and us, SIC Digital Sdn. Bhd., (Company Number 201001007785) ("SIC Digital").

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions Unless the context says otherwise, the following words and phrases mean what is written next to them: **Agreement:** the agreement between SIC Digital and the Customer for the Services that is in line with these terms and conditions. **Start Date:** This is the first day that SIC Digital provides each of the Services that the Customer has signed up for. **Customer** is any person, sole proprietorship, partnership, company, or other legal entity that has agreed to pay for the Services. **Customer Equipment** is the hardware, software, cables, and other things that belong to the Customer or that the Customer bought from their suppliers and/or used and/or put in place in order to make this Agreement work. In no way will SIC Digital be able to claim ownership of Customer Equipment. **Services:** This refers to the services that the Customer has signed up for on the applicable service application form. **Service Payments:** The charges, fees, prices, and rates that the Customer must pay to Sfibre for the services. **System** means the access line, wire, cable, and/or all equipment, software, and/or systems used by SIC Digital for and in connection with the Services or installed at the Customer's premises for the provision of the Services, excluding any equipment owned, installed, or commissioned by the Customer.

1.2 Construction Singular and plural numbers are indicated by the same words, and vice versa. The feminine and neuter genders are included in words designating the masculine gender and vice versa. Any reference to a law or other piece of legislation also refers to any statutory amendments, revisions, or modifications to that statute or other piece of legislation, as well as any subordinate legislation that may. Unless the context clearly dictates otherwise, references to any agreement or document herein include references to the same as periodically modified in any way or respect, as well as references to any other instruments periodically executed in addition to, as a replacement for, or as a supplement to the foregoing. When the term "Customer" refers to two or more individuals, their obligations under this Agreement are joint and several.

2. SERVICES

2.1 The Services will be provided by SIC Digital beginning on the Activation Date mentioned in the service application form ("Commencement Date").



2.2 Unless otherwise stated, the Customer will use the Services for a twenty-four (24) month term starting on the Commencement Date ("Contract Period"). For each service that is cancelled before to the end of the contract period, SIC Digital will be entitled to a set penalty of Ringgit Five Hundred (RM500) from the customer, provided that the termination was not brought on by SIC Digital's default.

2.3 Despite anything to the contrary, in the event that SIC Digital terminates this Agreement for any reason, including but not limited to SIC Digital default hereunder, Customer shall be entitled to the balance of the Contract Period that has not yet expired as well as the Deposit paid by Customer as specified in the service application form.

2.4 If any, all IP addresses granted by SIC Digital are SIC Digital's property. Any rights or titles to an IP address are in no way established when it is assigned for the purposes of providing the Services. Any IP addresses or address blocks assigned to Customer by SIC Digital must be returned upon IP address reassignment, expiration, cancellation, or termination of the Agreement or any service offered by SIC Digital. At any time, SIC Digital may decide to provide the customer a new IP address.

2.5 The Services are subject to all taxes, including the Sales & Services Tax (SST) and any other potential governmental taxes (if any).

3. SERVICES PAYMENTS

3.1 In exchange for SIC Digital's provision of the Services and licence to use the Services in accordance with these terms and conditions, the Customer shall pay SIC Digital the Service Payments in accordance with the terms and conditions outlined in the service application form. For the avoidance of dispute, the Service Payments made by the Customer to SIC Digital for the Services shall include all out-of-pocket expenses, taxes (except SST), and other charges, levies, and duties due under this Agreement.

3.2 Subject to Clause 3.4 below, the Customer shall pay promptly upon demand the Service Payments listed on SIC Digital's bills and/or invoices. All payments made by the Customer shall be applied first to any past-due amounts owed to SIC Digital (if applicable).

3.3 Upon termination or expiration of this Agreement, the Customer's deposit



may be applied to any other bill(s) due and payable to SIC Digital before any remaining balance, if any, is reimbursed.



3.4 Unless otherwise noted, Service payments must be made within thirty (30) days of the billing date.

4. UNDERTAKINGS BY THE CUSTOMER

Customer represents and guarantees to SIC Digital that Customer owns the Premises or has the owner's authority to make any adjustments to the Premises necessary to install the System and receive the Services, including, without limitation, securing the riser or MDF room, if necessary. In addition, Customer represents and certifies that the installation of the System at the Premises will not violate any applicable restrictions or agreements.

4.1 Comply with all applicable laws, regulations, and policies regarding the System.;

4.2 Adding or installing any safety measures necessary by any applicable law or regulation at its own expense;

4.3 Implement, execute, and undertake the instructions or directions given by SIC Digital to the Customer on the use and maintenance of the System in order to optimise its use; to use the Services provided by SIC Digital reasonably and to conform to any current policies/rules imposed by SIC Digital, including but not limited to any rules of acceptable use, privacy policy, and/or any other policies/rules that is/will or may be imposed by SIC Digital, PROVIDED ALWAYS that SIC Digital shall give the Customer prior written notice.;

4.4 Accept the obligation to give accurate and truthful information about oneself.;

4.5 To agree to disconnect the Customer Equipment from the System if SIC Digital requests it, PROVIDED ALWAYS that SIC Digital gives the Customer timely and adequate advance notice of such request, along with the reason(s)/justification(s) for doing so.;

4.6 Must adhere to and ensure adherence to any written instructions issued by SIC Digital on the usage and installation of the Customer Equipment.;

4.7 Not use the Services for any illegal purpose, or to transmit information that is libellous, unlawful, harassing, abusive, threatening, abusive of another's privacy, harmful, vulgar, defamatory, obscene, pornographic, or in any way that may



violate the laws, including, but not limited to, copyright, intellectual property rights, trademarks, or may cause offence in any way;

4.8 Do not engage in any actions that could be deemed system abuse, such as

- i. hacking into SIC Digital's system or network or attempting to gain unauthorised access;
- ii. attempting to defeat the security or authentication of any host network, account, on SIC Digital's systems, or the overall World Wide Web on behalf of the Customer.;
- iii. attempting to disrupt or refuse service to any other Customer or server on the World Wide Web
- iv. forging e-mail or sending unsolicited messages, including adding or attempting to add addresses to any mailing list without the addressee's informed agreement;
- v. forwarding or posting 'chain letters' of any kind, uploading improper content, or indiscriminately posting large numbers of unsolicited posts.

4.9 Should the need arise, he shall purchase the Customer Equipment and supply his own external wiring and connections.

5. INSTALLATION OF THE SYSTEM

5.1 The Customer shall notify SIC Digital of the appropriate time for the installation of equipment for usage of the System at the Customer's premises where the System is to be used. However, such notification date shall not be fewer than three (3) days before the day the Customer desires to begin using the System.

6. RIGHT OF WAY

6.1 The Customer must guarantee that SIC Digital, its personnel, or agents have access to the premises to carry out the work,

7. VACATION OF PREMISES

7.1 If the Customer intends to vacate the premises where any part of the System is installed, the Customer shall immediately notify Sfibre of such intention, and SIC Digital shall be entitled to remove the System and all related equipment



and retain it for safekeeping without affecting the Customer's liability under this Agreement.



8. SAFETY OF THE SYSTEM

8.1 The Customer is responsible for the System after it is installed in premises owned or controlled by the Customer and shall not cause or permit the removal or relocation of any component of the System, perform any joining or splicing, or remove any mark, word, or number from the System. On demand, the Customer shall indemnify SIC Digital for all expenditures incurred by SIC Digital as a result of any breach of this clause.

9. DAMAGE TO SYSTEM

9.1 Subject to SIC Digital obtaining the Customer's prior express written approval, the Customer shall pay to Sfibre the cost and expenses actually incurred by SIC Digital, the sums stated in such demand being final and conclusive, of repairing, replacing, substituting, altering, removing, or adding to the System or any part thereof in the Customer's premises that may be stolen or lost, or which may be damaged by fire due to the Customer's negligence.

10. WARRANTIES AS TO THE SYSTEM

10.1 SIC Digital warrants that the System placed in the Customer's premises will function properly;

10.2 SIC Digital shall investigate any breach of warranty set forth herein as soon as practicable and shall remedy the same free of charge by: i. carrying out such troubleshoots, repairs, modifications, or alterations to the System; and/or ii. replacing the System or any component parts thereof; and iii. Sfibre will perform periodic preventive maintenance for all transmission and other supporting equipment that forms part of the System, as well as corrective maintenance if any such equipment fails.

11. LIMITATION OF LIABILITY

11.1 SIC Digital's obligation to the Customer (including any liability for the acts and omissions of its employees, agents, and/or subcontractors) is limited to the following:

i. SIC Digital shall be liable for any actual and direct losses or damages incurred as a result of the unauthorised disclosure of all or some of the Customer's sensitive information, including the Customer's account, unless such disclosure is compelled by law or a court order



ii. SIC Digital shall not be liable for any losses or damages which may be occasioned through the interruption or loss of use of the Services due to the negligence of the Customer, its employees, agents and/or sub- contractors, and, SIC Digital shall make every effort to restore the Services as soon as reasonably practicable.

11.2 SIC Digital retains the right, for any technical reason, to alter and/or allocate IP addresses at any time without liability for any losses or inconveniences linked to the change/allocation. PROVIDED ALWAYS that Sfibre provides the Customer with timely and appropriate advance notice.

12. INDEMNITY

12.1 The Customer agrees to indemnify and hold SIC Digital and its holding company, subsidiaries, affiliates, officers, and employees from any claim or demand, including those brought by a third party, arising out of or resulting from the installation and use of the System by the Customer.

13. CUSTOMER ACCOUNT, PIN NUMBER, PASSWORD AND SECURITY

13.1 When using the System, the Customer is solely responsible for protecting the privacy and security of all passwords, customer names, and PIN numbers or security access codes. The Customer assumes full responsibility for these codes and all consequences that may result from their disclosure.

14. PROPERTY RIGHTS

14.1 The customer understands that any and all content, including but not limited to text, software, graphics, images, music, sound, logos, videos, or other materials contained in or on SIC Digital's website or those of any advertiser or sponsor, is subject to copyright, trademark, patent, and other proprietary rights in law. Without express permission, the customer is not permitted to copy, distribute, reproduce, or transmit such works, information, or content.

15. SUSPENSION OR INTERRUPTION OF SERVICE

15.1 SIC Digital may,:-

a. suspend the provision of any of the Services for the purpose of maintaining and upgrading SIC Digital's telecommunications network PROVIDED ALWAYS that SIC Digital gives the Customer prompt and proper advance notice of such



suspension;

b. interrupt the Customer's use of the Services in the event of an Emergency, to



test or investigate any problems reported by the Customer or discovered by SIC Digital, or in the event of a suspected fault or network malfunction. PROVIDED ALWAYS that SIC Digital shall notify the Customer of any interruption in a timely and appropriate manner in advance;

c. SIC Digital must respond to service connectivity issues within 48 hours of the client reporting the issue. The restoration time may vary depending on the following factors.

- (i) Emergency fault or operational plan event, or
- (ii) any damages caused by a third party (fibre cut, DDoS Attack, etc), or
- (iii) Force Majeure; or
- (iv) delay related to Occupational Safety and Health Act.

However, upon the discontinuation of the service, SIC Digital must restore the interrupted service as soon as practically possible.

16. TERMINATION

16.1 SIC Digital may, without prejudice to any other rights or remedies accruing or accruing to it, stop or disconnect the provision of any of the Services if any of the following conditions are met:-

- i. the charges, fees, costs, rentals, or any other sums payable under this Agreement will be in arrears and/or unpaid at any time after they become due;
- ii. in the opinion of SIC Digital, there is an unreasonable usage of Services by the Customer that;
 - (a) conflicts with applicable law;
 - (b) hinders other customers' access to the network;
 - (c) compromises network security or capacity;
 - (d) excessively and disproportionately contributes to network congestion;
 - (e) adversely impacts network service levels or legitimate data flows;
 - (f) degrades network performance;
 - (g) causes harm to the network or other customers;
 - (h) the Service is resold either alone or as part of any other good or service.
- iii. if the Customer is declared bankrupt, or if a receiving order is issued against him, or if he makes any composition or arrangement with or assignment for the benefit of his creditors, or if a winding-up petition is presented against it, or if a receiver is appointed over its assets, the Customer shall be declared bankrupt;
- iv. legal proceedings have been instituted against the Customer for non-payment of outstanding rental in respect of the Customer's premises;
- v. the Customer has provided any particulars which are incorrect or false;
- vi. terminate the provision of the Services at premises which are declared to be unauthorised or of an unsafe structure by the relevant authority;
- vii. terminate the provision of the Services where the Customer uses or permits



the use of any equipment for which approval has not been obtained;

viii. if SIC Digital is unable or unwilling to obtain, maintain, or renew any necessary licence, consent, approval, permit, or easement to install or place the System or supply the Services, the provision of the Services will be terminated.

ix. the Customer does not comply with any requirements, including those related to the System, the Services, and any other terms and conditions outlined in this Agreement.

16.2 The Customer does not comply with any requirements, including those related to the System, the Services, and any other terms and conditions outlined in this Agreement.

16.3 Upon payment by the Customer of the arrears of Service Payments and any other charges due and owing to SIC Digital, SIC Digital may, in its sole discretion, restore the provision of the Services provided the Services were not previously disconnected and this Agreement remained in force, and the Customer shall pay the connection charges and any other charges deemed necessary by SIC Digital.

16.4 In the case that the Services are disconnected, the Customer must complete a new Application before SIC Digital can reinstate the Services.

16.5 the Customer may terminate this Agreement by providing SIC Digital with at least thirty (30) days' advance written notice, provided that Customer pays SIC Digital the early termination charge specified in Clause 2.2 if the termination occurs during the Contract Period. Upon termination of this Agreement, the Customer shall promptly pay SIC Digital any and all unpaid Service Payments and other amounts owed.

16.6 If the Customer vacates the Customer's premises or, in SIC Digital's opinion, the Customer's premises is no longer occupied by the Customer, SIC Digital reserves the right to immediately terminate the provision of Services without liability to the Customer for damages or otherwise, as well as without prejudice to SIC Digital's rights under this Agreement.

17. EXPIRY

17.1 Upon expiration of this Agreement, each party's responsibilities under this Agreement will expire, but any accrued rights will remain enforceable.



18. SEVERABILITY



18.1 In the event that any term or condition of this Agreement is determined to be unlawful or illegal, such phrase or condition shall be excluded without affecting the enforceability, legality, or constitutionality of this Agreement in any manner.

19. WAIVER

19.1 Any failure, delay, or neglect by either party to enforce any term, condition, or provision of this Agreement shall not be construed as a waiver of any of the party's rights or as affecting the validity of the whole or any part of this Agreement or the party's right to take any action thereafter.

20. NOTICES

20.1 Every notice, demand, or other communication("Notice") required or permitted to be given or made pursuant to this Agreement shall be in writing and delivered personally, by registered mail, or facsimile; and shall be presumed to have been received, subject to the other provisions of this Agreement, (i) when given personally within the recipient's usual business hours, upon the recipient's acknowledgment of receipt of such Notice; or (ii) five (5) days after it has been put into the post and, (iii) In the event of a fax, at the time of transmission (provided that if the date of dispatch is not a business day it shall be deemed to have been received at the opening of business of the recipient on the next business day).

20.2 Every notice, demand, or other communication required or permitted to be issued or made pursuant to this agreement shall be sent to the parties at their respective addresses as informed by one party to the other.

21. USE OF PERSONAL DATA

21.1 Any personal data (as defined by the Personal Data Protection Act of 2010) provided by Customer pursuant to this Agreement shall be governed by the Personal Data Protection Act of 2010. Any Personal Data given by the Customer will be retained by SIC Digital for as long as it is required for the fulfilment of this Agreement, to comply with legal, regulatory, or accounting requirements, or to defend SIC Digital's legitimate interests.

21.2 SIC Digital represents and warrants, with respect to the personal data submitted or to be provided to the Customer for the purpose(s) and/or in



conjunction with



this Agreement, that SIC Digital has obtained the necessary consent for the Customer to process the personal data in issue.

22. STAMP DUTY

22.1 The Customer shall bear the stamp duty associated with this Agreement, as agreed by the parties.

23. GOVERNING LAW AND JURISDICTION

23.1 This Agreement, its terms and conditions, and all disputes and differences arising out of or in connection with this Agreement (including any dispute regarding the existence, validity, or termination of this Agreement or its nullity) shall be governed by and construed in accordance with the laws of Malaysia. The courts of Malaysia have exclusive jurisdiction over any dispute arising from or relating to this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity).