

SUMMARY TERMS AND CONDITIONS OF MAXIS SERVICE(S) (“SUMMARY”)

Your Agreement with Maxis comprises the General Terms and Conditions (“General Terms”), Service Specific Terms & Conditions applicable to you, the Maxis Group Privacy Statement and the Maxis Fair Usage Policy (“Agreement”). These are all located on our official website at www.maxis.com.my/tnc/business and www.maxis.com.my/pdpa. Alternatively please visit your nearest Maxis Centre for hard copies.

This Summary highlights some of the important terms of the Agreement. When you purchase the Maxis Service(s), the Agreement in its entirety (and not just this Summary) applies to you. Please read and understand the contents of the Agreement in its entirety. Terms used in this Summary will have the same meaning as defined in the General Terms. In the event of any inconsistency or conflict between the Summary and the General Terms, the General Terms will prevail.

YOUR PERSONAL INFORMATION

We will process your Personal Information pursuant to the Personal Data Protection Act 2010 and the Maxis Group Privacy Statement. These explain your rights to and our usage of your Personal Information. Our Maxis Group Privacy Statement is found at all our Maxis Centres and our website at www.maxis.com.my/pdpa. Call us at 1800 82 1123 or 74922123 or e-mail us at customercare@maxis.com.my if you need a copy.

YOUR OBLIGATIONS WHEN YOU USE THE SERVICE(S):

You must:

- comply with the Agreement in its entirety; comply with all applicable laws of Malaysia and instructions issued by us;
- promptly pay Charges in full without deduction and protect Our Equipment;
- not disclose your Log-On Details to others;
- not use the Service(s):
 - a) to send spam, unsolicited messages (including SMS’ and emails), and messages against public interest;
 - b) for re-sale unless permitted by Maxis;
 - c) for fraudulent, unlawful and improper purpose such as gambling, vice, infringement of intellectual property rights, publishing any defamatory or abusive material; and
 - d) for any activity which is likely to cause Network congestion.

THE SERVICE(S) WE SUPPLY, OUR LIABILITY AND WHAT YOU CAN EXPECT OF US:

Our Service(s) may not be available everywhere. Please check Our Network coverage area on our official website at maxis.com.my/network. Whilst we will make every attempt to provide a fault free service, the Service(s) are not fault free from Matters Beyond Our Control. We are not liable to you or any other party, in contract, tort (including negligence), or otherwise for any loss or damage that you may suffer in connection with the Service(s).

CHANGE OF SERVICE PLAN

Request for a change of Service plan is based on our approval and at your cost.

GOOD AND SERVICES TAX (“GST”) PROVISIONS

We will provide you with a tax invoice if GST is applicable.

WHEN WE CAN SUSPEND OR TERMINATE YOUR SERVICE(S):

We may suspend or terminate your Service(s) in a number of circumstances, including where you breach Our Agreement, late payment or failure to make payment, Network related issues (including emergencies), or use the Service(s) for improper purposes or for damaging our Network or when you resign or leave your Company or insolvency. If the Service(s) is/are suspended or terminated, you must still pay all outstanding Charges and charges for Service(s) reconnection.

WHAT WE CAN DO IN RELATION TO THE SERVICE(S):

We may from time to time make any changes, including revising the Charges. Changes will be notified via Maxis’ official website.

COMPLAINTS

We appreciate any feedback about our Service(s), and are committed to resolving problems or complaints quickly. If you have any concerns, please contact us at 1-800-82-1919 or dial 1919 from your mobile.

You acknowledge that you have been provided with and have read and understood the Agreement in its entirety, and you agree to the terms and conditions of the Agreement.

SERVICE SPECIFIC TERMS & CONDITIONS (“SSTC”)

ONEBUSINESS FIBRE

- 1. GENERAL**
 - 1.1 The Service(s): **ONEBusiness Fibre** will be offered at download speeds of up to 30Mbps, 100Mbps, 300Mbps, 500Mbps and 800Mbps. All new sign ups to these packages will be contracted for twenty four (24) months.
 - 1.2 You: Business Customer signing up for the Service(s).
 - 1.3 The use of the Service(s) is subject to the General Terms & Conditions (“GTC”), Service Specific Terms & Conditions (“SSTC”), Summary Terms & Conditions (“STC”), Maxis Fair Usage Policy and any other applicable terms and conditions, all at www.maxis.com.my/tnc/business.
 - 1.4 Capitalised terms herein have the same meaning as defined in the GTC.
 - 1.5 Any conflict or inconsistency between this SSTC, the GTC and the STC, shall be construed in the following order of precedence: (a) SSTC; (b) GTC; and (c) STC.
- 2. DEFINITIONS AND INTERPRETATION**
 - 2.1 Unless the context otherwise requires, the highlighted words shall have the following meanings: **“Maxis Maxpert”** means Maxis certified and trained technical Personnel. **“Service Commencement Date”** means the date on which Maxis notifies you that the Service(s) is ready for use and accepted by you. **“Site(s)”** means the premise(s) designated by you under “Installation Address”, including the building(s) where the premise(s) is located, under or through which Our Equipment is to be placed for the provisioning of the Service(s). **“Term”** means the period of twenty four (24) months commencing from the Service Commencement Date.
- 3. PROVISION OF THE SERVICE(S)**
 - 3.1 Upon receiving your application for the Service(s), within seven (7) working days, Maxis will review your application and inform you of the status of your application.
 - 3.2 Upon acceptance of your application, within fifteen (15) working days, Maxis will install and activate the Service(s).
 - 3.3 You are to give Maxis five (5) days’ advance notice for any rescheduling or cancellation of appointed date and time of installation agreed initially between you and Maxis. Maxis reserves the right to charge you RM200.00 for any late notification of the rescheduling or cancellation of the appointed installation date.
 - 3.4 The Service(s) is an internet connection service running on a best effort basis that is provided without any service level assurance. Fair Usage Policy shall apply.
 - 3.5 Maxis does not guarantee or warrant the availability of the Service(s) or continuous, uninterrupted or secure access to the internet.
 - 3.6 You shall be solely responsible for keeping an independent back-up of all data stored in the space allocated to you and for the data retrieved, stored or transmitted through the Service(s).
 - 3.7 If there is an existing Broadband Termination Unit (“BTU”) installed at the Site(s), then the Service(s) will be installed and configured to the existing BTU for fibre infrastructure only.
 - 3.8 The Residential Gateway Modem (“RGW”) that has been provided to you can only support up to 10,000 open sessions and is not available to replace the dedicated internet access line.
 - 3.9 On the day of installation, Maxis Maxpert will be there to assist and provide advice on how to configure the setup for the Service(s).
 - 3.10 Maxis will only install the Maxis Equipment inside your Site only. The installation will not include non-standard installation charges including but not limited to external cables from the entrance up to the internal wiring inside your Site, wiring above ceiling, underground and concealed wiring including cabling from building telecommunication room to your Site(s) (“Additional Services”). You may appoint your own contractor or deal directly with the appointed contractor/installer.
- 4. ADDITIONAL FEATURES & REQUIREMENTS**
 - 4.1 All value added services offered with the Service(s) will be available to you as long as you subscribe to the Service(s).
 - 4.2 If you are currently subscribed to download speeds of up to 30Mbps and/ or 100Mbps, you can upgrade to download speeds of up to 300Mbps, 500Mbps and/ or 800Mbps with a minimum period of subscription of twenty four (24) months provided that the infrastructure is available at your Site.
 - 4.3 You are not allowed to downgrade during the minimum contract subscription period. If you downgrade the Service(s) before the expiry of the twenty four (24) months period, you are to pay Maxis the monthly recurring charges for the whole months remaining for the subscription.
 - 4.4 If you are out of contract, you may downgrade or upgrade your plan at any time and there are no fees charged for any downgrade or upgrade of plans. However, Maxis reserves the right to require you to pay a one-time fee, if you are discovered to be abusing the downgrade or upgrade process.
- 5. CHARGES**
 - 5.1 The charges for the Additional Services shall be borne by you and payment will be made directly to the contractor/ installer by you.
- 6. VALUE ADDED SERVICES**
 - 6.1 The Service(s) with Wireless Backup (LTE/3G) (“Wireless Backup”)**
 - 6.1.1 The Wireless Backup is only valid for the subscription of the Service(s).
 - 6.1.2 While waiting for the Service(s) to be restored, you will be automatically connected to temporary internet through the RGW via Wireless Backup. However, for **ONEBusiness Fibre Fixed IP** package, the existing Fixed IP address will not be applicable via Wireless Backup until Service(s) is fully restored.
 - 6.1.3 Other services such as Maxis Business Fibre Internet, Virtual Private Network and other value added services will not be working whenever the Service(s) is down. The Wireless Backup is meant to provide a normal internet browsing experience and usage of a minimum of one (1) **ONEBusiness Voice** line in which the quality of the line is on a best effort basis that is provided without any service level assurance.
 - 6.1.4 You are strictly not allowed to remove the Maxis Equipment (including any SIM) from the RGW without Maxis’ written permission. In the event that the Maxis Equipment (including any SIM) is lost or broken, you will be charged accordingly for the replacement and delivery of Maxis Equipment. The charge will appear in the next monthly bill.
 - 6.1.5 The Service(s) with Wireless Backup is offered as a bundle package. Suspension or barring or termination of the Service(s) will also cause Wireless Backup to be suspended or barred or terminated at the same time.
 - 6.2 The Service(s) with ONEBusiness VoiceConnect (“BVC”)**
 - 6.2.1 The BVC unlimited talk time applies to domestic mobile/ fixed on-net & off-net usage for BVC calls (excluding video calls, calls to special numbers, and calls to 1-300/1-800/1-600/ 121 numbers & IDD calls) if you subscribe to the Service(s).
 - 6.2.2 The BVC unlimited talk time is for basic voice calls between person-to-person. It is meant for you to talk to another person. It is not meant for multiple simultaneous calling, re-supply, call centre usage, telemarketing, application-to-person communication, continuously call forwarding, auto-dialing, machine-to-machine communication or any other activity that Maxis considers to be non-standard usage.
 - 6.2.3 For download speeds of up to 300Mbps, 500Mbps and 800Mbps, you may also choose to subscribe to the Service(s) with either five (5) BVC lines or nine (9) BVC lines with shared minutes at a charge as set out in the Registration Form. You are not allowed to terminate the quantity of BVC lines offered (e.g if you subscribe for 5 BVC lines, any termination of the BVC lines would be terminating all 5 BVC lines and if you subscribe for 9 BVC lines, any termination of the BVC lines would be termination of all 9 BVC lines). The free minutes apply to domestic mobile/ fixed on-net & shareable off-net usage for BVC calls (excluding video calls, calls to special numbers, and calls to 1-300/1-800/1-600/ 121 numbers & IDD calls) if you subscribe to the Service(s). Call rate usage shall revert to normal rate once you have no more allocated shareable off-net minutes.
 - 6.2.4 If you are currently subscribed to download speeds of up to 30Mbps and/ or 100Mbps which comes with a BVC line with an unlimited talk time of which no additional features is allowed to be added to the line (e.g Pilot Hunting). In the event you subscribe for more than one BVC line, the unlimited talk time will cease and free on-net and shareable minutes for off-net calls will be offered on any lines subscribed.
 - 6.2.5 The Equipment deployed at your site is to be located on the same floor in the same building. In the event you require the Equipment to be deployed in separate locations, you will have to bear extra charges for additional cabling required to do so.
 - 6.2.6 You may connect a credit card terminal to the ATA. The credit card terminal has to be connected to an individual line and port without sharing. You are not allowed to use a splitter to share the credit card terminal with the Digital Enhanced Cordless Telecommunication Phone (“DECT”).
 - 6.2.7 The minimum period of subscription for the BVC is twenty four (24) months unless otherwise agreed between you and Maxis. After the twenty four (24) months period, the BVC shall continue on a monthly basis until terminated in accordance with this SSTC.
 - 6.2.8 The Service(s) with BVC is offered as a bundle package. Suspension or barring or termination of the Service(s) will also cause BVC to be suspended or barred or terminated at the same time.
 - 6.2.9 If you downgrade or terminate the subscription for the BVC before the expiry of the twenty four (24) months period, you are to pay Maxis the monthly recurring charges for the whole months remaining for the subscription or early termination charges of the line rental.
 - 6.2.10 Suspension or barring or termination of the BVC will not affect the Service(s).
 - 6.3 The Service(s) with Managed WiFi (“Managed WiFi”)**
 - 6.3.1 The Managed WiFi will come with 1 access point.
 - 6.3.2 The Managed WiFi will be installed within five (5) working days after the Service(s) is activated. The installation of the Maxis Equipment for the Managed WiFi will include 90m cabling with no drilling.
 - 6.3.3 Maxis will assist to create the single click landing page with 1 logo at no cost to you. Maxis will charge you for any subsequent changes to the landing page.
 - 6.3.4 The Maxis Equipment for the Managed WiFi will be enrolled into the advanced hardware replacement program as long as you are within the Term of the Agreement.
 - 6.3.5 The minimum period of subscription for the Managed WiFi is twenty four (24) months unless otherwise agreed between you and Maxis. After the twenty four (24) months period, the Managed WiFi shall continue on a monthly basis until terminated in accordance with this SSTC.
 - 6.3.6 The Managed WiFi is offered as a bundle package. Suspension or barring or termination of the Service(s) will also cause the Managed WiFi to be suspended or barred or terminated at the same time.
 - 6.3.7 If you terminate the subscription for the Managed WiFi before the expiry of the twenty four (24) months period, you are to pay Maxis the monthly recurring charges for the whole months remaining for the subscription.
 - 6.3.8 Suspension or barring or termination of the Managed WiFi will not affect the Service(s).

SERVICE SPECIFIC TERMS & CONDITIONS (“SSTC”)

ONEBUSINESS FIBRE

6.4 The Service(s) with Internet Security (“Internet Security”)

- 6.4.1 For Service(s) with download speeds of up to 300Mbps, 500Mbps and 800Mbps, the Internet Security will be provided to you as part of your plan with no extra charge.
- 6.4.2 While waiting for the Service(s) to be restored, you will be automatically connected to temporary internet through the RGW via Wireless Backup. The Internet Security would temporarily be suspended until the Service(s) is fully restored.
- 6.4.3 The Internet Security is provided by a third party service provider, Cisco OpenDNS LLC (“Cisco”) and Maxis excludes any liability related to it and is not responsible for any loss, damage, liability or expenses arising from any claims whatsoever including but not limited to invasion of privacy, infringement of intellectual property rights or breach of any law or regulation arising from the use of the Internet Security, whether by you or any other person. Risk passes to you immediately upon activation of the Internet Security. Technical or customer support will be provided via a 24 hours/ 365 days toll free helpdesk support as published at Maxis’ official website for use by you.
- 6.4.4 Maxis and/or Cisco hereby grant you the license to use the Internet Security. The Internet Security shall remain the property of Cisco at all times and does not at any time pass to you.
- 6.4.5 You acknowledge and agree that you shall:-
- adhere to the terms and conditions herein and at <https://umbrella.cisco.com/terms>;
 - not carry out or permit to be carried out any additions, improvements, adjustments, modifications, alterations or replacements to the Internet Security without the prior consent of Cisco;
 - retain the Internet Security at all times in the custody and control of yourself and not permit any third party to use the Internet Security. Use of the Internet Security by any third party shall be deemed to be use of the Internet Security by you;
 - be solely responsible for any data transmitted or broadcasted (whether authorised by you or not) and the security of any data/information retrieved, stored or transmitted and managing the use of the storage capacity for your data/information to ensure it is within the capacity allocated to you. We are not liable for any unauthorised access to any data/information notwithstanding the cause of such unauthorised access and shall have no obligation to back up or manage the data/information;
 - use all precautions to prevent, and report immediately to us and/or Cisco upon the discovery of, any fraud, unauthorised usage, or any other unlawful acts. You agree to lodge a police report whenever instructed by us and/or Cisco and to give us and/or Cisco a certified copy of such report;
 - not use or permit the use of the Internet Security or install, connect, link or use or permit the installation, connection, linking or use of any equipment in contravention of any law or which generates or is likely to generate traffic or usage which causes or is likely to cause congestion in or disruption to the provision or operation of any service by us or any other service provider;
 - use the Internet Security according to the specifications, guidelines and recommendations and shall immediately disconnect or cease to use the Internet Security at our and/or Cisco’s request;
 - be responsible for obtaining and maintaining all licences, permits, consents, authorisations and intellectual property or other rights required for the use of the Internet Security and other equipment and software in your name and at your expense; and
 - ensure that all other equipment and software used in connection with the Internet Security or part thereof are compatible and can properly function.
- 6.4.6 The full terms and conditions of the Internet Security, which can be found at <https://umbrella.cisco.com/terms>, shall be applicable and read together with this Agreement.
- 6.4.7 The Internet Security is offered as a bundle package. Suspension or barring or termination of the Service(s) will also cause the Internet Security to be suspended or barred or terminated at the same time.

6.5 The Service(s) with WiFi Mesh (“WiFi Mesh”)

- 6.5.1 For Service(s) with speeds of up to:
- 30Mbps and 100Mbps, you have the option to add on one (1) unit of WiFi Mesh (“Add-on WiFi Mesh”) at a charge as set out in the Registration Form.
 - 300Mbps, 500Mbps and 800Mbps, two (2) units of WiFi Mesh (“Free WiFi Mesh”) will be provided to you as part of your plan with no extra charge.
- 6.5.2 The minimum period of subscription for the Add-on WiFi Mesh is twenty four (24) months unless otherwise agreed between you and Maxis. After the twenty four (24) months period, the Add-on WiFi Mesh shall continue on a monthly basis until terminated in accordance with this SSTC.
- 6.5.3 You are free to purchase your own WiFi Mesh and other equipment for using the Service(s), but we shall not in any way warrant the quality of the Service(s) from the WiFi Mesh and other equipment of your choice.
- 6.5.4 WiFi Mesh is offered as a bundle package. Suspension or barring or termination of the Service(s) will also cause the Add-on WiFi Mesh to be suspended or barred or terminated at the same time and you are to pay Maxis the monthly recurring charges for the whole months remaining for the subscription.
- 6.5.5 If you terminate the subscription for the Add-on WiFi Mesh before the expiry of the twenty four (24) months period, you are to pay Maxis the monthly recurring charges for the whole months remaining for the subscription.
- 6.5.6 Suspension or barring or termination of the Add-on WiFi Mesh will not affect the Service(s).

6.6 The Service(s) with Cloud Storage & Email (“Cloud Storage”)

- 6.6.1 Cloud Storage of up to 1TB (comprising photographs, videos or documents) and 50GB of emails will be provided to you at a charge as set out in the Registration Form.
- 6.6.2 The minimum period of subscription for the Cloud Storage & Email is twenty four (24) months unless otherwise agreed between you and Maxis. After the twenty four (24) months period, Cloud Storage & Email shall continue on a monthly basis until terminated in accordance with this SSTC.
- 6.6.3 If you terminate the subscription for the Cloud Storage & Email before the expiry of the twenty four (24) months period, you are to pay Maxis the monthly recurring charges for the whole months remaining for the subscription.
- 6.6.4 Suspension or termination of the Cloud Storage & Email will not affect the Service(s). The Cloud Storage & Email shall continue even if you suspend or terminate the Service(s).
- 6.6.5 In addition to these offer terms and conditions, you are subject to the other applicable terms and conditions, as set out on Microsoft Office365 Business Essential’s website at <https://www.microsoft.com/en-us/legal/intellectualproperty/copyright/default.aspx>.

7. EQUIPMENT

- 7.1 You are responsible, at all times, for the safety of our equipment in your Site. Upon termination of the Service(s), our equipment must be returned in good working condition, failing which you may be charged for any loss or damage.
- 7.2 The router/ dongle/ WiFi Mesh/ Dect phone/ modem (comprising either the Optical Network Terminal (ONT)/ BTU as the case may be) provided to you remains Maxis’ property, (collectively referred to as “Maxis Equipment”). Upon termination of the Service(s), you must return to us the ONT/ BTU (together with its accessories) in good working condition. If you do not return the ONT/ BTU or if you return the ONT/ BTU but it is not in good working condition, you will be charged a fee of RM500 or such other charge as may be notified to you by Maxis from time to time. This charge does not include applicable taxes.
- 7.3 The Maxis Equipment provided on installation has a warranty that is reflective of your specific contract with Maxis.
- 7.4 We are only responsible to configure and maintain Maxis Equipment at all times.

8. TERM AND TERMINATION

- 8.1 The minimum period of subscription for the Service(s) is twenty four (24) months unless otherwise agreed between you and Maxis. After the twenty four (24) months period, Service(s) shall continue on a monthly basis until terminated in accordance with this SSTC.
- 8.2 Maxis may terminate this Agreement and/or the Service(s) for convenience by giving you thirty (30) days advance written notice.
- 8.3 If you relocate the Service(s) during the Term, you are not liable to pay for the remainder of the monthly recurring charges for the Term, provided you terminate this Agreement and enter into a new Agreement with Maxis for the Service(s) at the new location for the Service(s). The new Agreement between you and Maxis will be for twenty four (24) months period based on the prevailing Charges and further terms and conditions imposed by Maxis.
- 8.4 If you relocate the Service(s) to a non-Service(s) coverage area, this Agreement will be terminated and you are to pay Maxis the monthly recurring charges for the whole months remaining for the Term.
- 8.5 This Agreement shall automatically continue for an extended term as the existing Term at the prevailing charges and rates imposed by Maxis and on the terms and conditions contained herein (unless otherwise notified by Maxis) unless you give Maxis thirty (30) days advance written notice of your intention to terminate this Agreement before expiry of the Term.
- 8.6 If you terminate the Agreement before the expiry of the Term, you are to pay Maxis the monthly recurring charges for the whole months remaining for the Term.
- 8.7 Upon termination of the Service(s), you must return to us the Maxis Equipment in good working condition. If you do not return the Maxis Equipment or if you return the Maxis Equipment but it is not in good working condition, you will be charged a fee of RM200 or such other charge as may be notified to you by Maxis from time to time. This charge does not include applicable taxes.

9. WARRANTY AND LIMITATION OF LIABILITY

- 9.1 You warrant that: (a) you have the power to enter into and observe its obligations under this Agreement, (b) you are the owner of specifications, designs and/or the materials supplied to Maxis to enable Maxis to provide the Service(s) and (c) you have not relied on any representations made by Maxis or upon any descriptions or illustrations or specifications contained in any document including any catalogues or publicity materials supplied by Maxis.
- 9.2 Warranty applies to Maxis’ Equipment offered or purchased with Service(s) which cover manufacturing defects within warranty period as stipulated under this Agreement. You agree that repairs, defects, and/ or faults shall be subject to the applicable warranty issued by Maxis and stipulated in your Maxis’ Equipment contract with Maxis.
- 9.3 Subject to clause 18.5 of the GTC, Maxis’ liability shall be limited to the lesser of: (a) the fees paid to Maxis by you over the twelve (12) months period prior to the date of the breach; or (b) RM500.00.



MAXIS BUSINESS FIBRE INTERNET

**Important Notes
Please Read and Tick**

- I have read and understand the Biz Fibre Terms and Condition at the back of Biz Fibre Registration Form
- I understand if I have existing UniFi / Biz Fibre service at the installation address, new Maxis Biz Fibre service will be installed at the existing Broadband Termination Unit (BTU). Please share UniFi account if any: _____
- I understand if there is non-standard installation or additional service such wiring/cabling over the ceiling, underground and concealed wiring will be borne by my company.
- I will contact 1 800 82 1919 for any inquiry on Biz Fibre service & 1 800 82 1512 for Biz Fibre service technical issues
- I understand that the minimum subscription period is 24 months without any FREE trial period.
- I understand that I will be responsible to get permission from my building management for Maxis to start the work.
- I understand that I will be contactable within 5 business days for order creation and scheduling purposes.
- To differ or postpone the installation date, I will contact 1 800 82 1919 at least 5 days before appointment date and if less than 5 days I am aware Maxis will charge RM200 for late notification.
- I understand Maxis will do pre-visit before installation day, if the pre-visit result shows Maxis can't proceed with installation then Maxis reserves the right to reschedule the installation date until the issues have been resolved.
- I understand during installation process, if there is an issue that could not be avoided and requires installation to be postponed then Maxis will contact myself to reappointment within 7 to 21 business days.

Authorised Signature

Name : TOH CHEE KANG
Designation : DIRECTOR
Date : 02/03/2022

Authorised Signature

Dealer Name : _____
Designation : _____
Date : _____