

**This Agreement** governs the relationship between You (“you” or “Customer”) and *tapp*\* (“the “Company”). *tapp* is a stand-alone service, currently operated and owned by Digi Telecommunications Sdn Bhd.

By Customer signing up for *tapp* Services, you agree and accept to be bound by the terms and conditions contained in this Agreement. If you do not agree to these terms and conditions, please do not sign up for *tapp* Services. Please also read the *tapp* Privacy Notice.

## **tapp TERMS OF USE**

### **Definitions**

**Account(s)** means an account opened for the Customer with *tapp* for subscribing to the Service.

**Activation/Activated** means the point in time when the said Service is activated in the *tapp* System.

**Agreement** means the completed registration agreement all terms and conditions spelled out herein including all subsequent unilateral amendments, variations, additions and deletions made by *tapp* at its sole and absolute discretion from time to time.

**Commercial Gain** means any form of profits earned and/ or gained by the Customer directly and/ or indirectly arising from using/utilization of the Service with any unauthorized device or any other ways in any manner whatsoever which unfairly exploit the unlimited free voice and/or data usage (as and when it is made available by *tapp* in any of its promotions, plans and/ or packages) or spamming activities for the purposes of unauthorized reselling.

**Customer** means the person authorized for using the Service subject to the terms and conditions herein and/or an entity of whatsoever description including but not limited to a sole proprietorship, a partnership, a body corporate or otherwise governmental bodies and agencies of any kind established under the laws, rules and/or regulations of its domicile for the time being in force and which may come in force more particularly described in the registration agreement.

**Information** means information, data, content, interactive applications, services and/or any other material the Customer may provide at any time, access, use and/or generate via the Service and/or VAS as applicable, including but not limited to Customer's personal data.

**Mobile Telephone/Device** means the wireless telephone equipment which includes a combination of the transmitter and receiver together with accessories for the use of the Service.

**Service** means the mobile telecommunication or any other product or Services rendered by *tapp*, at this current time or in the future, using the *tapp* System and includes, where applicable, the Value-Added Services. The Service is valid for domestic usage only without international roaming.

**SIM Card** means the microprocessor card provided by *tapp* which is inserted in the Mobile Telephone and/or the Device and contains a Personal Identification Number (PIN) for access into the Service and the definition of SIM Card will include Supplementary SIM Card(s) where applicable.

**tapp System** means the telecommunications system utilised by *tapp* in providing the Service.

**Taxes** – Charges will be stated exclusive of any taxes. Customer will be responsible for paying any taxes arising from the Agreement for which Customer is legally liable such as Goods and Services Tax (“GST”) at the rate in force at the date the liability arises.

**Value-Added Services** means additional functions, features or facilities which are currently available or will be made available by *tapp* from time to time and may be subscribed to and/or used by the Customer in connection with the Service to enable the Customer to access and use information, data, content, WAP and other interactive applications and/or services over the internet and/or intranets (hereinafter collectively referred to as 'VAS').

## 1. **Period of Agreement**

- 1.1. This Agreement shall take effect from the date of commencement of the Service when the Customer's Account is activated and shall continue to be in force until terminated in accordance with the terms and conditions of this Agreement.
- 1.2. For the avoidance of doubt, *tapp* shall have the right to use the Information from the time the Information is disclosed by the Customer.

## 2. **Account Registration**

- 2.1. You are required to register and open an Account to access and use the Services. If you are registering the Account for or on behalf of a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in Agreement.
- 2.2. You can register an Account through your account with certain third-party social networking services, such as Facebook or Google.
- 2.3. A single individual may sign up for multiple Accounts.
- 2.4. You must provide accurate, current and complete Information during the registration process and throughout the Term of this Agreement. You must keep your Account Information up-to-date at all times.
- 2.5. You are responsible for maintaining the confidentiality and security of your Account credentials and may not disclose your credentials to any third party. You must immediately notify *tapp* if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Account. You are liable for any and all activities conducted through your Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

## 3. **Billing and charges**

- 3.1. You may refer to your *tapp* application for mobile devices (“**the App**”) for the latest information about your *tapp* credit. *tapp* shall not be liable for any loss, damage, costs or expenses arising from your failure to do so.
- 3.2. If you do not use your *tapp* credit for a period of 90 days, the SIM Card and the number assigned to you will expire. Balance of any available *tapp* credit in the Account will be placed on inactive status. You may reactive the *tapp* credit by performing a top-up and request for a new number and SIM card.

*There is no guarantee on the availability of the previous number (which has expired).*

- 3.3. *tapp* reserves the absolute right to alter any part of the Service and/or the pricing structure of the Service at any time without prior notice.
- 3.4. *tapp* reserves the right at any time without being liable to you or any third party whatsoever to discontinue, interrupt, withdraw or suspend the Service or vary any terms and conditions of such service for such period of time as *tapp* shall deem fit for any reason whatsoever.

#### **4. Customer's Responsibility**

- 4.1. The Customer shall:
  - a. Use the Service and accept full risk and responsibility in doing so;
  - b. Refrain from using the Service for such period as may be required by *tapp*;
  - c. Report immediately to *tapp* upon the discovery of any fraud, theft, unauthorised usage, abnormality in the Customer's bill statement or any other occurrence of unlawful nature in respect of the use of the Service within 24 hours from such discovery;
  - d. Comply with all notices or changes made by *tapp* including any upgrading of the *tapp* System as required by *tapp*;
  - e. Ensure that the SIM Card is legally owned by the Customer at all times and not tampered with or modified or permit any person to tamper with or modify the SIM Card;
  - f. Be responsible for all equipment and software necessary to use the Service and also for the security and integrity of all information and data transmitted, disclosed and/or obtained through the use of the Service;
  - g. Acknowledge that *tapp* does not check the content or information available from the Service or the internet and that *tapp* is not liable for any loss or damage suffered by the Customer or any other person as a result of using information obtained from the Service or the internet including, but not limited to, any damage to or loss of data caused by a virus or similar program;
  - h. Not use, permit or cause to be used the Service improperly or for any activities which breach any laws, infringe a third party's rights, or breach any directives, content requirements or codes promulgated by any relevant authority including activities which will require *tapp* to take remedial action under any applicable industry code or in a way which interferes with other users or defames, harasses, menaces, restricts or inhibits any other use from using or enjoying the Service or the internet;
  - i. Not use the Service with any unauthorized device or any other ways which unfairly exploit the unlimited free voice and/or data usage, broadband connection or spamming activities for the purposes of unauthorized reselling or Commercial Gains;
  - j. The Customer hereby agrees, allows, consents and has no objection to *tapp* extracting the Short Messaging Service (SMS) details or personal information or any other data required to be used as evidence in court and/ or when necessary in the event of a suspected and/or proven misuse of the Service for Commercial Gain purposes;
  - k. Be responsible for obtaining advice on whether the Customer's use of the Service or the internet involves activities which breach any laws, infringe any third party rights or breach any standards, content requirements or codes promulgated by any relevant authority;
  - l. Notwithstanding the provisions contained herein, in the event of theft or loss of the SIM Card, the Customer shall be liable and continue to remain liable for all fees and charges incurred by the use of the SIM Card. *tapp* reserves the sole and absolute right to levy a charge upon the

Customer being the cost of such replacement and/or any other charges which *tapp* shall deem at its sole and absolute discretion fit for such purpose; and/or

m. Acknowledge and agree that there is no warranty for the SIM Card and *tapp* shall not be under any obligation to replace or compensate the Customer for any lost, stolen, damaged, faulty or cloned SIM Card or for any cost or expenses incurred by the Customer resulting therefrom.

4.2. The SIM Card and the number assigned to the Customer shall remain the property of *tapp* at all times and ownership thereof shall not at any time pass to the Customer, and shall be returned upon demand.

## 5. **Rights and Liability of *tapp***

5.1. *tapp* shall not be liable to any Customer, any third party and/or persons authorised by or claiming through a Customer for any loss caused, damage incurred whether direct, indirect, special or suffered by any person or any personal property arising from:

- a. any upgrading or modification to the Service as it deems necessary for the proper and efficient functioning of the *tapp* System including terminating the Service due to obsolescence of the *tapp* System;
- b. the use by the Customer or any other persons authorised by the Customer of the Service, the Customer's inability to access or use the Service, the information available via the Service or arising out of any action taken in response to or as a result of any information available via the Service;
- c. the provision of the Service by *tapp* and/or the quality of the Service;
- d. a malfunction or defect in the Service and/or the *tapp* System for whatever reasons;
- e. any loss, distortion, mutilation of data arising from the use of Service to transmit data signals or for data communications purposes at any stage of the Service for whatever reasons;
- f. any interruption to and/or suspension of the Service;
- g. any inconvenience caused to any Customer or any persons authorised by the Customer; and/or
- h. using Information obtained via the Service or the internet including, but not limited to, any damage to or loss of data caused by a virus or similar program.

5.2. *tapp* at its sole and absolute discretion reserves the right at any time without being liable to the Customer or any third party whatsoever, to:

- a. discontinue, disconnect, interrupt, bar or suspend the Service for such period of time as *tapp* shall deem fit for any of the following reasons or any other reason whatsoever:
  - i. to make any upgrading and/or modification to the *tapp* System and/or the Service for its proper and efficient functioning;
  - ii. for the purpose of testing or correcting any malfunctioning of the *tapp* System;
  - iii. if the license to operate the *tapp* System is terminated, suspended or any other action as required by the relevant authorities and/or laws and regulations;
  - iv. a breach of any term or condition of this Agreement by the Customer;
  - v. where the Customer shall be adjudged bankrupt or commits an act of bankruptcy or in the case where the Customer is a company shall be wound up or have a receiver or manager appointed; and/or

- vi. on suspicion of fraud, or on suspicion of any illegal practice or on suspicion of any unusual activity in respect of the Customer's Account with *tapp*.
  - b. amend or vary all deposits, fees and charges payable pursuant to this Agreement without any prior notice to Customer.
  - c. vary, add to or delete any of the terms and conditions of this Agreement without the need to provide any prior notice to the Customer and which shall take effect on such date determined fit by *tapp* and whereby the Customer with continued usage of the Service shall be immediately bound by the same.
  - d. impose the following fees (non-exhaustive):
    - i. unbarring fee of RM5.00 excluding GST (which fee might change from time to time as prescribed by *tapp* at its sole discretion) for reconnection or reactivation of the Service in the event that the Service has been barred due to overdue bills or any other reasons as provided for under this Agreement; and/or
    - ii. un-suspension fee of RM10.00 excluding GST (which fee might change from time to time as prescribed by *tapp* at its sole discretion) for the reconnection or reactivation of the Service in the event that the Service has been discontinued, disconnected or suspended due to overdue bills or any other reasons as provided for under this Agreement.
  - e. impose any minimum or maximum capping for the free voice and/or data usage without prior notice to the Customers based on the fair usage policy which may be changed from time to time at *tapp*'s discretion. The data usage cap mentioned herein applies for uploads and downloads. If the Customer exceeds the monthly cap, the Customer's connection to the Service will be less prioritized.
- 5.3. *tapp* shall not be liable to the Customer or any third party for any claims for libel, slander, or infringement of copyright arising from the transmission and/or receipt of data and materials in connection with the Service and all other claims arising out of any act or omission of the Customer or any person authorised by the Customer in connection with the Service.
- 5.4. The Customer shall indemnify and hold *tapp* harmless against all claims, proceedings, actions, demands and losses which may arise as a result of the Customer's use of the Service or any act or omission of the Customer.
- 5.5. *tapp* reserves the right and without having to give notice to the Customer to impose call barring, suspend, disconnect or terminate the Service or take such other action as *tapp* may deem fit for its own credit control purposes and management of the Customer's account(s).
- 5.6. *tapp* reserves the right to suspend and/or terminate the line in the case of suspected Commercial Gain activity not limited to any voice and/or data services and promotions offered.
- 5.7. It is agreed that, upon disclosure of any Information at any time, it is deemed that the Customer has consented to allow *tapp* the right to use such Information for provision of Service herein, credit assessment and enforcement, service and process enhancements in improving Customer's convenience, promotional and marketing purposes. In the event that such consent is retracted, *tapp* shall have the right to automatically terminate the Service or any part thereof.
- 5.8. For the purposes of data security and for better prevention of loss, *tapp* has taken the measure of scanning the registration agreement and any and all forms, documents supporting the registration. The Customer agree that all such scanned records are relevant and admissible in evidence. The Customer will not dispute the accuracy or the authenticity of the contents of such records merely on the basis that such records were scanned copies.
- 5.9. The Customer accepts that *tapp* may revise and/or modify the terms of the Agreement at any time without prior notice. *tapp* may communicate such revision and/or modification at *tapp*'s website. In the event such communication is made at *tapp*'s website, the Customer agrees that by

continuing to use the *tapp* Service after such notification, that the Customer agrees to be bound by, accepts and/or consents to such revision and/or modification.

## **6. Value Added Services**

- 6.1. The ability of the Customer to access and use Information via VAS is dependent upon the features and functionality of the Customer's Mobile Telephone or the Device; and the nature and quality of the Information being accessed
- 6.2. *tapp* does not represent, warrant or guarantee the extent to which Customer's Mobile Telephone or the Device will be able to access Information via VAS or on the Internet or elsewhere.
- 6.3. The Customer may only access Information using VAS if all the necessary pre-conditions have been met and further warrants that the Customer's access to VAS is conditional upon:
  - a. acknowledging that VAS is not moderated and that *tapp* does not control any forums;
  - b. acknowledging that *tapp* is under no obligation to monitor or censor the Information generated under VAS, however it reserves the right to do so;
  - c. acknowledging that *tapp* is not responsible for VAS content (even if it is co-branded and/or promoted by *tapp*);
  - d. acknowledging that any views expressed in the Information are not necessarily those of *tapp*;
  - e. agreeing not to make lewd, obscene, threatening, abusive or defamatory remarks or incite hatred to any other person or group;
  - f. agreeing not to abuse, harass, threaten or embarrass any other person or interfere with the operation of VAS or interfere with the enjoyment of VAS by other Customers;
  - g. agreeing not to post or transmit any Information of any kind which contains a virus or other harmful or deleterious component or to delete any author acknowledgements, legal notices or proprietary designations or labels attached to or expressed in any file that is uploaded;
  - h. agreeing not to download any file posted by any other user of VAS if the Customer knows, or reasonably ought to know, that the file cannot legally be distributed in any manner;
  - i. granting *tapp* an irrevocable, worldwide, royalty free license to copy and adapt any Information the Customer generates through the use of VAS to the extent necessary to provide VAS, or to promote VAS or any other service of *tapp*; and/or
  - j. releasing *tapp* from all liability in connection with VAS, including any failure to provide the same.
- 6.4. *tapp* reserves the right to withdraw VAS at any time without notice and shall not be liable to any party whatsoever for doing so.

## **7. Promotions**

- 7.1. Where the Customer's subscription is made pursuant to a promotion, the Customer agrees that upon *tapp*'s acceptance of the Customer's application to subscribe to the Service pursuant to a promotion, the Customer 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. *tapp* expressly reserves the right to withdraw any promotions subscribed to by the Customer at any time without assigning reasons for such withdrawal and without any liability to the Customer.

## **8. MOBILE NUMBER PORTABILITY (MNP) NOT SUPPORTED**

- 8.1. MNP IS THE ABILITY OF THE CUSTOMER TO CHANGE FROM ONE MOBILE SERVICE PROVIDER TO ANOTHER MOBILE SERVICE PROVIDER WITHOUT CHANGING THEIR MOBILE NUMBER SUBJECT TO THE TERMS AND CONDITIONS HEREIN APPEARING.**

**8.2. THE CUSTOMER HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT MNP (PORT IN OR PORT OUT) IS NOT AVAILABLE FOR *tapp* SERVICE AND NOT SUPPORTED BY *tapp***

**9. Force Majeure**

*tapp* shall not be liable for any breach of this Agreement caused by an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of Government or other local authorities, industrial disputes of any kind, fire, lightning, explosions, flood, landslides, subsidence, inclement weather, acts or omissions of persons or bodies for whom *tapp* is not responsible or any other cause whether similar or dissimilar outside of *tapp*'s control.

**10. Waiver**

The Customer shall upon executing this Agreement, consents and permits *tapp* to use/disclose the Customer's personal data for purposes including the provision of the Service including but not limited to data matching, trans-border, transfer of data, Call Line Identification Presentation (CLIP), Credit Checking, for any other purpose deemed to be in the interest of *tapp* and for compliance of any laws and regulations.

**11. Miscellaneous**

- 11.1. This Agreement shall be subject to the laws of Malaysia and the parties hereto shall submit to the exclusive jurisdiction of the courts of Malaysia.
- 11.2. Any notice which may be given under this Agreement shall be in writing and deemed duly given to the other party if delivered by hand or sent by ordinary post to the address as stated in this Agreement or his/her last known address or by electronic means which includes SMS, email and fax and shall be deemed to have been served at the time when it is delivered if by hand and in the ordinary course of post it would have been so delivered if by post and if by electronic means it would have been so delivered at the date and time sent.
- 11.3. The Customer shall pay all and any costs, charges, taxes, stamp duties, fees and expenses in connection with / or incidental to this Agreement. In particular, a fee known as "processing fee" will be charged for the payment of stamp duty and/or the processing of the registration. The processing fee is collected during the registration process and is non-refundable. This processing fee will not be refundable even if you cancel or terminate the registration.
- 11.4. In this Agreement where the context requires, words importing the singular shall include the plural and vice versa and the masculine gender shall include the feminine and neuter genders, shall include natural persons, corporations, partnership and associations. Headings to the clauses herein are for convenience of reference only and shall not affect the construction thereof.
- 11.5. The Customer shall not assign this Agreement or any part thereof without the prior written consent of *tapp*. *tapp* shall be at liberty at any time without the concurrence of and without notice to the Customer to assign and/or transfer all or any part of its rights and obligations under this Agreement (or any related Agreement) to such persons as it deems fit and upon such assignment or transfer the assignee or transferee shall assume and be entitled to the rights, interests and obligations under this Agreement (or any related Agreement) as if it had been the party to the agreement in place of *tapp*.
- 11.6. If one or more of the provisions of the terms and conditions of this Agreement shall be invalid, illegal or unenforceable under any applicable law or decision, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision(s) shall be deemed deleted.
- 11.7. Failure by *tapp* to exercise any or all of its rights under the terms and conditions of this Agreement or any partial exercise of a right, shall not act as a waiver of such rights and such rights may be

exercised without having to wait for the occurrence or re-occurrence of a similar or any other event giving rise to such rights.

- 11.8. *tapp* reserves the absolute right to verify any information stated in the registration agreement and reserves the right to reject and/or seek such further clarification from the Customer or any other source as deemed necessary to establish the identity of the Customer (including but not limited to subsequent verification for recovery purposes); and such action shall not be considered defamatory or an invasion of privacy nor be the subject of any legal proceedings.
- 11.9. This Agreement shall be binding upon the successors in title and permitted assigns of the parties hereto.
- 11.10. In the event of any inconsistency between the terms and conditions of this Agreement with any other terms and conditions of any promotions or agreements, the terms and conditions of this Agreement shall prevail.
- 11.11. The Customer agrees that print-outs and reproductions of all documents and records pertaining to the Customer, either directly or otherwise, from *tapp*'s computer system(s)/records shall be admissible in any court of law and conclusive documents, if any.
- 11.12. Unless otherwise defined in the terms and conditions of this Agreement and except where the context otherwise provides, all capitalised words and expressions defined in the registration agreement shall have the same meanings when used or referenced to herein.
- 11.13. *tapp* reserves the right at its absolute discretion to vary, delete or add to any of the terms and conditions from time to time without prior notice and any modifications and/or changes shall be published in *tapp*'s Terms of Use section or may be notified to the Customer by way of email, messages, or e-billing/e-statement as *tapp* may deem fit. Continued use of the Service following any amendment or changes to the terms and conditions constitutes an acceptance to those changes. Customers are advised to visit the website periodically to review the terms and conditions of this Agreement for any amendment or changes made by *tapp*.
- 11.14. All other terms and conditions governing the use of any of *tapp*'s mobile telecommunication services, the Service and VAS shall apply herein mutatis mutandis.
- 11.15. *tapp* shall not be liable for any cost, loss or damage (whether direct or indirect) or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of the Customer's use and utilization of the Service.
- 11.16. The Customer hereby agrees and acknowledges that *tapp* may send notifications and communications periodically as *tapp* deems appropriate; and the Customer hereby consents to receiving the same. However, the Customer may choose not to receive such notification and communication (opt-out) by contacting *tapp* customer service to inform *tapp* of the same.
- 11.17. The Customer acknowledges and agrees that *tapp* shall be allowed to contact the Customer for purposes of service enhancement and sharing of the Service and/or products related matters, from time to time, including after this Agreement has been terminated and/or the Service have been discontinued by either the Customer or *tapp* for any reason whatsoever.

## **12. Contests & Campaigns**

- 12.1. These general terms and conditions for *tapp* Campaigns shall apply together with the specific terms and conditions set out in each Campaign. In the event of conflict or discrepancy between these general terms and conditions and the specific terms and conditions for a particular Campaign, the latter shall prevail.
- 12.2. By participating in a Campaign, the Participant irrevocably agrees to be bound by the terms herein and all other relevant terms and conditions governing the use of any of *tapp*'s mobile telecommunication services in relation to the Campaign.
- 12.3. Unless otherwise stated, all Campaigns are organised by *tapp*.

- 12.4. *tapp* reserves the right to cancel or amend the Campaign at any time and without prior notice and without any liability to the Customer. For the avoidance of doubt, cancellation or amendment to the Campaign by *tapp* shall not entitle the Participant to any claim or compensation against/from *tapp* for any loss or damage suffered by the Participant (regardless of the cause of action) as a direct or indirect result of the aforementioned cancellation or amendment to the Campaign. The Participant agrees not to knowingly damage or cause interruption to the Campaign and/or prevent others from entering a Campaign.
- 12.5. The Participant warrants that the entries do not misrepresent an association or connection to some person, brand or thing that it does not actually have, and is not defamatory, libelous, vulgar, obscene, derogatory, pornographic, objectionable with respect to race, religion, creed, national origin, gender or sexual preference, or is otherwise inappropriate or unfit for publication.
- 12.6. Where the entry submitted by the Participant contains third party intellectual property rights, the Participant shall ensure that the Participant has obtained the relevant license or ownership for the same from the relevant intellectual property rights' owner and the Participant shall ensure that the entries do not otherwise infringe any third party's intellectual property rights. *tapp* shall not in any way be liable for any such infringement and the Participant shall indemnify and keep *tapp* and its associated companies, directors, employees, and/or agents harmless from such claims.
- 12.7. *tapp* and its associated companies, directors, employees and/or agents shall not be liable for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication failure, theft, destruction, alteration of or unauthorized access to Campaign entries, or Campaign entries lost, damaged or delayed as a result of server functions, telecommunication malfunction, technical issues, virus, bugs or other causes beyond *tapp*'s control.
- 12.8. All claims for prizes must be made in the manner stipulated in the specific Campaign terms and conditions. *tapp* reserves the right to cancel/withdraw/amend prizes at any time and for any reason whatsoever.
- 12.9. All prizes are non-transferable and are not exchangeable for cash.
- 12.10. *tapp*'s decision in relation to the prize winner shall be final and binding.
- 12.11. In the event of any dispute regarding a Campaign, the rules governing the Campaign, conduct, results, prizes and all other matters relating to a Campaign, *tapp*'s decision shall be final and binding on the Campaign's Participants and no correspondence or discussion shall be entertained.
- 12.12. The prize winner agrees that he/she will bear any applicable taxes, insurance and other expenses that may be applicable in relation to the prize, except where otherwise stated in the terms and conditions for a specific Campaign.
- 12.13. *tapp* shall not be liable for any loss or damage (including without limitation loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with a Campaign, even if *tapp* has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 12.14. By participating in a Campaign, the Participant (and the Participant's parent/legal guardian, where the Participant is minor) irrevocably agrees to release and hold harmless *tapp*, and its associate companies, directors, employees, advisors and/or agents from any and all losses, damages, rights, claims and actions of any kind in connection with the Campaign and/or resulting from acceptance, possession, use or misuse of any prize, or travel to or from any prize-related activity, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.
- 12.15. *tapp* shall not be responsible for incidents of virus attacks and/or any other malicious software infection to a Participant's mobile phone or device arising as a result of participating in a Campaign.

- 12.16. *tapp* does not warrant that a Campaign shall be uninterrupted and/or error free. By participating in the Campaign, the Participant hereby acknowledges and irrevocably agrees that *tapp* shall not in any manner be liable for any interruption and/or error relating to or arising from the Campaign.
- 12.17. "*tapp*" and any of its trademarks, service marks, symbols, and captions are trademarks of *tapp* and/or its associated companies. Where relevant, third parties' product and service names profiled in a Campaign are trademarks and service marks of their respective companies. Nothing contained herein or in the Campaign shall be construed as conferring a license of *tapp's* or the said third parties' intellectual property rights to the Participant or any other party.
- 12.18. Where relevant, a Campaign may make reference to a third party's product and/or service. Nothing shall be construed as *tapp* endorsing the use of any third parties' product or service by the Participant and the use thereof shall be at the Participant's own risk and *tapp* shall not be liable for the same.
- 12.19. The Participant hereby irrevocably agrees and gives consent to *tapp* to use the information or publish any related matter connected to the entries including and not limited to the Participant's name, and photographs for current and future advertising and promotional purposes, without additional consideration and limitation in time or territory and in any media. Where a Participant's entry(ies) for a Campaign contains data belonging to a third party, the Participant shall obtain consent of the third party prior to submission of entry(ies). Unless otherwise stated, all entries of the Campaign shall become the property of *tapp*.
- 12.20. These general terms and conditions for *tapp* Campaigns and the specific terms and conditions set out in each Campaign shall be governed by Malaysian law and be subject to the exclusive jurisdiction of the courts of Malaysia.

### **13. Data Protection Obligations**

- 13.1. *tapp* is required to comply with the provisions of the Personal Data Protection Act 2010 and *tapp* stands by *tapp's* privacy notice ("Privacy Notice") when dealing with the Customer's Personal Information.
- 13.2. *tapp* Privacy Notice is made available to the Customer via *tapp's* website, and hardcopies of the same can also be made available to the Customer upon written e-mail request.
- 13.3. The Customer agrees and accepts that the Privacy Notice forms an integral part of the terms and conditions of the use of the Service.
- 13.4. For the purposes of this clause, unless otherwise defined herein and except where the context otherwise provides, all capitalised words and expressions defined in the Privacy Notice shall have the same meanings when used or referenced to herein.
- 13.5. The Customer agrees and accepts that by registering and/or continuing to use the Products and Services, the Customer authorises and consents to the Customer's Personal Information being processed by and where required, disclosed to classes of third parties as identified by *tapp* for the purposes of *tapp* providing the Services to you. For the avoidance of doubt, the Customer also hereby also explicitly consents to *tapp* processing any sensitive personal data relevant for such purposes.
- 13.6. The Customer further agrees and accepts that it is a condition of *tapp* providing the Products and Services to the Customer that;
  - a. the Customer provide *tapp* with the accurate and complete Personal Information of yourself and/or any relevant person (including their consents) for purposes of the acquiring and/or subscription of the Product and Services.
  - b. The Customer update *tapp* as and when such Personal Information provided earlier to *tapp* becomes incorrect or out of date by contacting *tapp* via [hello@tapp.my](mailto:hello@tapp.my)

- 13.7. Where the Customer have provided *tapp* with any personal information of any third party for the purposes of the Products and Services, the Customer;
- a. undertake and warrant to *tapp*, that the Customer is in possession of all necessary consents and shall continue to maintain such consents as may be required for the processing and transfer of such personal information by *tapp*; and
  - b. agree that it shall be the Customer's responsibility to advise *tapp* in writing should there be any relevant change in the information including personal data supplied to *tapp* which requires action on the part of *tapp*.
- 13.8. The Customer accepts that *tapp* may be required to revise and/or modify the Privacy Notice and/or *tapp*'s privacy policy or notice from time to time. In the event of such revision and/or modification, *tapp* will communicate such revision and/or modification at *tapp*'s website. In this regard, the Customer agrees that by continuing to use the Products and Services after such notification, that the Customer agrees to be bound by, accepts and/or consents to such revision and/or modification.

## **14. Fair Usage Policy**

### **14.1. Introduction**

- a. This Fair Usage Policy ("Policy") sets out an acceptable level of conduct between *tapp* and its registered customers ("Customers") using the internet services provided by *tapp* ("*tapp* Internet Services"). *tapp* believes that all Internet users including the Customers should be responsible in their usage and how it affects other users.
- b. Whilst connection is "always on" for each Customer, the available bandwidth is shared by all Customers active at a particular point in time. A small portion (about 5-10%) of Customers use a very large portion (about 70-80%) of bandwidth based on *tapp*'s data and that from other Internet service providers.
- c. To overcome this biasness, this Policy is in place to ensure all Customers have a good experience.
- d. *tapp* may, from time to time, change this Policy without further notice to its Customers. Please visit the *tapp* web page periodically to review any changes made to this Policy.

### **14.2. Unlawful Activities**

- a. In using the *tapp* Internet Service and/or any other internet access service that may be provided by *tapp*, Customers must conform to and not violate any laws, particularly the laws of Malaysia, any order, regulation or industry code of practice.
- b. The Customers will also not permit the *tapp* Internet Services be used for any illegal purposes and /or furtherance of any illegal purposes as well as ensure that any usage will not discredit *tapp* ("*Improper Usage*").
- c. Improper Usage includes but are not limited to, NOT carrying out the following activities:
  - i. sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person;
  - ii. using for commercial purposes, unless customers are on the "Enterprise" Packages;
  - iii. sending or uploading unsolicited emails, advertising or promotional materials, offering to sell any goods or services, or conducting or forwarding surveys, contests or chain letters;

- iv. knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programs) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by *tapp* or any other internet user or person;
  - v. allowing activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person;
  - vi. allowing activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or propriety designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material;
  - vii. allowing anything that may disrupt or interfere with *tapp*'s network or services or cause a host or the network to crash;
  - viii. launching "denial of service" attacks, "mail-bombing" attacks, "spamming" or "flooding" attacks against a host or network;
  - ix. making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or excessively large mail attachments;
  - x. circumventing the user authentication or security process of a host or network;
  - xi. creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data.
- d. The Customers will also not permit the *tapp* Internet Services be used for any illegal purposes and /or furtherance of any illegal purposes as well as ensure that any usage will not discredit *tapp* ("Improper Usage").

#### 14.3. Security

- a. Each Customer must take all reasonable steps to ensure that others do not gain unauthorized access to his/her account and/or prevent a third party from obtaining access to the network. In this regard, each Customer is responsible for:
  - i. ensuring that his/her User ID and /or password, at all times, remain confidential (where applicable).
  - ii. the set-up and security of his/her computer and any servers that they may run on their computer. (where applicable)
- b. *tapp* may request that the Customer change his/her User ID and/or password if deemed necessary (where applicable).
- c. The Customer shall not disclose his/her User ID and/or password to any third party, or use the same for any purpose connected with the improper use of the network including accessing or attempting to access other parts of the services for which Customers do not have access rights (where applicable).
- d. The Customer must immediately advise *tapp* if they become aware of any violation or suspected violation of these provisions.
- e. *tapp* strongly recommends that Customers protect their computers and/or mobile devices with anti-virus software.

#### 14.4. General Use of Service and Abuse

- a. Customers must not use *tapp* Internet Services to obtain or attempt to obtain access to any computer, systems or network. In particular,
  - i. Users must have permission from the account holder who is a Customer prior to using and /or accessing the *tapp* Internet Service.
  - ii. The Customer must not run port-scanning software on any *tapp* Internet Service.
  - iii. The Customer must not attempt to gain unauthorized access to any computer system.
  - iv. The Customer must not undertake any activity that has an adverse effect on the *tapp* Internet Service or *tapp's* other Customers. *tapp* strongly recommends that Customers protect their computers and/or mobile devices with anti-virus software.
- b. The Customer may not resell or otherwise charge others for the use of their internet connection. This service is for recreational, residential, personal use only and may not be used for operations of an internet service provider.
- c. *tapp* may, at its sole discretion, automatically disconnect the customer's internet session after a period of inactivity, which may vary from 20 minutes to 30 minutes. This automatic disconnection is to allow maximum network performance.(where applicable)

#### 14.5. Fair Usage

- a. All Internet packages and plans are provided with an allowance in the form of a quota for Internet access in megabytes (MB) or gigabytes (GB) within a specified validity period.
- b. *tapp* does not guarantee a service level and/or connectivity to users of peer-to-peer or file sharing software/applications. *tapp* may, at *tapp's* discretion, suspend or manage the speed of the Customer's Internet access if *tapp* believe the Customer's Internet usage is excessive, unusual and / or consuming a large amount of bandwidth that affects the quality of the *tapp* network for other users.
- c. *tapp* Internet Services are provided to Customers solely for the purposes of web surfing, sending and receiving email messages, uploading files and other similar messaging activities, downloading of files and online gaming. Peer-to-peer networking (P2P) and other uses that may adversely affect *tapp's* network are not permitted on *tapp's* network.
- d. *tapp's* Internet Services, in particular, may not be used:
  - i. to generate excessive amounts of Internet traffic through the continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web or gaming hosting;
  - ii. to disrupt email use by others using automated or manual routines, including, but not limited to "auto-responders";
  - iii. to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax;
  - iv. for activities adversely affecting the ability of other people or systems to use either *tapp's* wireless Internet Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DOS) attacks against another network host or individual user;
  - v. for an activity that connects any device to one or many Internet-enabled devices including and not limited to personal computers, laptops and mobile devices for tethering or the purpose of broadcasting Internet access to multiple devices, unless the customer's plan is explicitly designated for such usage; or (vi) for any other reason that, in *tapp's* sole and absolute discretion, violates *tapp's* policy of providing service for individual use.
- e. Software and device applications that allows the download of illegal content which *tapp* prohibits, which is an infringement of copyright and/or intellectual property rights and rightful

owners of such copyright and/or intellectual property rights may take measures to prosecute. Each individual download can be traced by the customer's IP address back to the Customer's account with *tapp*.

- f. *tapp* reserves the right to release customer information pursuant to any copyright (and/or intellectual property right) infringement if it is required to do so by any law, regulatory body or court of law.

#### 14.6. Enforcement on Breach of Policy

- a. In respect of the Customers who are in violation of this Policy, *tapp* may, at its option and discretion, take any responsive action including but not limited to having the Customer's bandwidth managed, *tapp* Internet Services suspended or terminated (with or without notice as *tapp* considers appropriate).
- b. In order for *tapp* to enforce this Policy, the Customers authorize *tapp* to co-operate with other law enforcement and/or regulatory bodies in respect of any investigation for violation of laws, particularly the laws of Malaysia, any order, regulation or industry code of practice and/or any Improper Usage.
- c. To report any illegal or unacceptable use of *tapp* Internet service, please send an email to [hello@tapp.my](mailto:hello@tapp.my)

### 15. **Disclaimer**

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