

JARING Terms and Conditions of Service

Dear Valued Customer, welcome on board as a JARING community member. Before you proceed to use JARING Services, please take a few minutes to read the following Terms and Conditions carefully. Please be informed that usage of the JARING Services ("the Services") will be governed by all the following Terms and Conditions. JARING may, from time to time, update or revise these Terms and Conditions, wherein notice of any change will be posted at <http://www.jaring.my> and <https://www.online.jaring.my>, seven (7) days prior to the effect of such change.

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1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement (defined below):

Agreement means the agreement made between JARING and you, our Valued Customer for provision of the Services and shall include the Application Form, these Terms and Conditions, and all amendments and variations made by JARING from time to time;

Application Form means the form as prescribed and as may be varied by JARING from time to time for registration of subscription to the Services, printed overleaf or as attached to these Terms and Conditions;

Charges means including but not limited to, all charges payable with regards to the Service Package for the Services as subscribed by you, which shall include but not limited to, Subscription Fee, Registration Fee, Duration-based Usage Charges, Data Volume-based Usage Charges, Phone Line Rental, Phone Call Charges, Reconnection Fee, Delivery Charges, Delivery and Installation Charges and Processing Fee, other charges, interests and/or costs of whatsoever nature including where the same is charged or incurred pursuant to or in connection with this Agreement;

CPE means the customer premise equipment, which you will use to get connected to the Services, which shall be subject to the Manufacturer End-user License Agreement;

CPE Rental means the rental of the CPE provided by JARING, if any, which is payable by you;

Data Volume-based Usage Charges means the charges that you will be paying based on data volume of usage via the Services, based on the Service Package of your choice, if any;

Delivery Charges means the charges that you will be paying to JARING's authorised agents, for delivery of any related equipment at your premise, upon request;

Delivery and Installation Charges means the charges that you will be paying to JARING's authorised agents for delivery and installation of any related equipment at your premise, upon request;

Deposit means a security amount as per your choice of Service Package, if any;

Due Date means the date when the Charges as per the Service Package of your choice becomes payable;

Duration-based Usage Charges means the charges that you will be paying based on duration of usage via the Services, based on the Service Package of your choice, if any;

Effective Date means the date you accepted these Terms and Conditions;

Fixed Monthly Charges means including but not limited to, the Subscription Fee or any other charges as may be prescribed from time to time;

JARING means JARING Communications Sdn Bhd (449423-H), a licensed Applications Services Provider, Network Services Provider and Network Facilities Provider, by virtue of licences issued by the Minister of Energy, Water and Communications, which provides, including but not limited to, Internet Access Services, with its business address at Level 18, Menara HLA, No. 3, Jalan Kia Peng 50450 Kuala Lumpur;

JARING Dealer means one or more companies authorised by JARING to sell and market the Services;

JARING Internet Telephony Services means the telephony services using any device specified by JARING to provide communications services provided by JARING;

JARING Self Care Portal means JARING's enhanced online services, established for the convenience of JARING's customers to register and make payments for any of JARING services, update their account information and to allow access to privileged information with regards to existing and latest offerings of JARING at <https://www.online.jaring.my> ;

Manufacturer End-user Licence Agreement means the agreement governing use of any Customer Premise Equipment (CPE) supplied or of type approved by JARING, the terms and conditions as contained in the set-up guide accompanying the CPE packaging;

Minimum Subscription Period shall mean the minimum duration within which you need to subscribe to any specific Service Package, if any;

Party(ies) means reference to parties to this Agreement;

Phone Call Charges means the charges that you will be paying for telephone or fax calls made using the specific Service Package, based on the prevailing call rates, or at any other rates as shall be determined by JARING from time to time;

Processing Fee means the fee chargeable for processing any of your requests;

Reconnection Fee means the fee that you need to pay to JARING for re-connection of the Services, in the event of suspension;

Registration Fee means the one-time fixed amount payable for subscription to the Services or any specific Service Packages;

Service Package means the various offerings by JARING for the Services. Fees, Charges, Rental, Deposit, Minimum Subscription Period, Payment Term and features, whichever applicable, for any specific Service Package are subject to change from time to time at absolute discretion of JARING in order to improve its service competitiveness and the affected subscribers will be duly informed of such changes, if any;

Service Wallet(s) means your service account(s) maintained with JARING with respect to the individual Service Packages provided by JARING;

Stamp Duty means the duty, which must be paid for the legal recognition of this Agreement;

Subscription Fee means the monthly, quarterly or annual fees for subscription to any specific Service Packages, if any; and

Usage-Based Charges means charges based on volume of data or duration of usage as per your choice of Service Package.

1.2 In this Agreement unless otherwise specified:

- (a) references to any Party to this Agreement or any other instrument shall include the Party's successors and permitted assigns, including persons taking by novation;

- (b) references to a request or nomination made by you means a selection or nomination made by you in the Application Form; and
 - (c) references to include and including shall mean include and including without limitation.
- 1.3 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

2. ACKNOWLEDGEMENT

You hereby acknowledge that you have read these Terms and Conditions and agree to be bound by the same.

3. TERM OF THE SERVICES

- 3.1 You shall subscribe to the Services for a Minimum Subscription Period, where applicable, and your subscription shall be automatically renewed upon expiry. Should you terminate subscription during the Minimum Subscription Period, you shall be liable for applicable Charges, if any, for the remaining un-expired term of the Minimum Subscription Period.
- 3.2 You shall make all reasonable efforts to return any rented CPE to JARING in the condition it was obtained, fair wear and tear excepted. For avoidance of doubt, in the event of faulty CPE or CPE returned in an unacceptable condition, JARING may deduct from the Deposit or claim any other amount equivalent to the cost of replacement or repair, whichever is applicable.

4. PAYMENTS

- 4.1 You agree to make all payments due with regards to the Service Package(s) of your choice by the Due Date.
- 4.2 **Charges:** The Charges for the Services shall be at the prevailing rate at the time the Services is rendered, the information of which shall be made available by JARING at all times, subject to the following:-
- (a) Usage-Based Charges shall be deducted from the available balance in your respective Service Wallet(s) based on the features of the Service Package subscribed by you. If the balance is insufficient for the deduction as aforementioned, you will not be able to use the subscribed Service(s), until you regularise the respective Service Wallet(s); and
 - (b) Fixed Monthly Charges shall be deducted from the available balance in your respective Service Wallet(s) starting from the date of full activation of the related Service(s) or the next day after the Effective Date,

whichever is earlier and every month thereafter. If the balance is insufficient for the deduction as aforementioned, your usage of the Service(s) may be suspended, until you regularise the respective Service Wallet(s).

4.3 **Statement of Account & Dispute:**

- (a) Transaction details related to your Service Wallet(s) shall be made available online at the JARING Self-Care Portal. JARING will update the transaction details of your Service Wallet(s) on regular intervals. You shall notify JARING immediately in case of any error, inaccuracy or discrepancy with respect to any amount, item, entry or matter stated therein and provide to JARING all information and assistance requested by JARING to verify any such assertion. JARING shall endeavour to determine and resolve such errors, inaccuracy or discrepancies with respect to any amount, item, entry or matter stated in the transaction details of the Service Wallet(s). JARING shall, within a reasonable time, notify you of the results and the results shall be final and conclusive and shall be binding upon you as to the amount owing to JARING and shall in the event of any court proceedings or dispute, be deemed as conclusive evidence save for the errors, inaccuracies or discrepancies raised in the manner set out above. For avoidance of doubt, nothing in this Agreement shall preclude JARING from correcting at any time, any error or discrepancies in the amount stated in the aforesaid statement. You may raise any dispute with regards to any transaction itemised in the details of the Service Wallet(s) within fourteen (14) days from the date of the disputed transaction. Failure of which, you are deemed to be in agreement to the contents of the transaction details of the Service Wallets(s); and
- (b) Transaction details of the Service Wallet(s) will only be printed by JARING upon your request, the charge of which shall be borne by you.

4.4 **Registration Fee:**

The Registration Fee, where applicable, shall be payable to JARING upon submission of the Application Form.

4.5 **Deposit:**

- (a) All Deposits, if any, payable by you to JARING shall be paid in full before using the specific Service Package. If you are in breach of this Agreement, JARING may recover any amount of loss or damage suffered by JARING by deducting the amount from your Deposit before refunding the same to you.

- (b) JARING will refund part or all of the Deposit to you after all the requirements of this Clause has been complied with, free of interest.
- (c) At your request, your Deposit may be utilised as part payment for the purchase of any CPE provided by JARING.

4.6 Payment terms:

All payments for the Charges due to JARING for the Services shall be payable by the Due Date in full, without deduction or withholding for any reason, including but not limited to set off, counterclaim or other equitable or lawful claim. You will continue to be liable for any applicable Charges during the period of interruption or loss of the Services or suspension from causes which are solely due to your fault or negligence, save for causes which are solely due to JARING.

4.7 Cancellation & deferment: Should you cancel any order or request after submission of the Application Form or requests for any deferment of the implementation of the Services or any other requests, to which JARING has agreed or confirmed that it would provide, carry out or implement, JARING may, impose a cancellation fee at such rate or in such amount and calculated in such manner as JARING may determine at that time.

4.8 Reconnection Fees: In the event of a suspension for reasons solely due to your action or omission, including but not limited to default in payment, JARING may impose a Reconnection Fee on you for re-connection of the Services.

4.9 Consolidation: JARING may at any time, set-off, consolidate or combine accounts or transfer any monies outstanding to the credit of your Service Wallet(s) with JARING or any of its related companies (as defined in the Companies Act, 1965) of whatsoever description towards the reduction or discharge of any sum owing by you to JARING under this Agreement.

4.10 Upgrades/ Downgrades: Any request by you for change of Service Package shall be subject to availability and any other correlated matters which JARING may have to take into consideration whilst considering such requests.

4.11 Other Charges: In the event JARING's authorised representatives are called upon to attend to a fault at your premise, JARING or its authorised representatives may impose charges for the visit, if the fault is not attributable to any aspect of the Services, such as negligence and abuse of usage of the Services.

5. CUSTOMER PREMISE EQUIPMENT (CPE) PROVIDED BY JARING

5.1 In the event a CPE is purchased from JARING, title to the CPE and risk of loss and/or damage shall pass to you on the Effective Date. In the event a CPE is

- rented from JARING, though title to the CPE shall remain with JARING, the risk of loss and/or damage shall immediately pass to you on the Effective Date.
- 5.2 The CPE shall be of type approved by JARING and in the event the CPE is purchased from JARING, it shall be under warranty in respect of design, workmanship and material only for the duration as specified for the respective packages, from the Effective Date for a period or twelve (12) months or the duration of the Minimum Subscription Period (if applicable), whichever is longer.
- 5.3 You hereby agree that you shall:
- (a) disconnect or cease to use the CPE upon request ;
 - (b) retain the CPE at all times in your custody and control, properly maintaining and keeping it in a safe place at all times;
 - (c) provide at your own expense equipment necessary to establish connection to the Services, including but not limited to modems, power points, electricity, conduits, pipes, cabling and appropriate access. For avoidance of doubt, you shall only use equipment approved by JARING, the list of which shall be made available by JARING from time to time;
 - (d) take appropriate measures as may be necessary to protect your own system and network;
 - (e) take appropriate measures as may be necessary to protect the CPE;
 - (f) adhere to all instructions and notices (written or otherwise) given by JARING from time to time regarding the use of the CPE; and
 - (g) comply at all times to the Manufacturer End-user License Agreement.
- 5.4 You agree that in the event you establish connection to the Services via equipment other than that supplied by JARING, you agree to absolve JARING of all liabilities and obligations with regards to matters including but not limited to the installation, configuration, testing, commissioning and maintenance of the same for purposes of establishing connection to the Services.

6. SERVICE AVAILABILITY

- 6.1 You acknowledge that, unless otherwise agreed in writing, the service availability and quality is provided on a best effort basis and JARING is not accountable for varying degrees of availability and quality of service, for any reason whatsoever. You further acknowledge that in any event of unavailability of the Services due to circumstances which are beyond the control of JARING, refund of all Charges paid and the Deposit, if any, shall be made to you without any further liability to

JARING. You undertake to inform JARING of any event of unavailability as specified in this Clause not later than seven (7) days after the Effective Date.

7. SECURITY OF DATA

JARING will endeavour to protect your data and privacy in using the Services, which shall be based on JARING's Confidentiality and Privacy Policy, published on JARING's website (www.jaring.my).

8. YOUR PLEDGE

You hereby pledge that:

- (a) if an individual, you are 18 years of age or above and if acting on behalf of an organisation, you have the full capacity and authority to enter into and observe your obligations under this Agreement; and
- (b) you have conducted your own review of the Services and hereby confirm that you accept the Services based on a best effort basis.

9. SUSPENSION

9.1 Without prejudice to any other rights or remedies and notwithstanding any waiver by JARING of any previous breach by you of these Terms and Conditions, JARING may, suspend your usage of the Services (indefinitely or for such period as JARING may consider appropriate) in the event that:-

- (a) any outstanding Charges for the Services has yet to be settled in full within the stipulated time;
- (b) you fail to regularise or top up your Service Wallet(s) as prescribed in your choice of Service Packages;
- (c) your usage of the Services is likely to cause any failure, interruption, disruption or congestion of or in any network, system or services (whether of JARING or any third parties') and/or fails to comply with this Agreement; or
- (d) there is scheduled or unscheduled outages occurring which causes interruption to the Services.

9.2 In the event of 9.1(a) and 9.1(b), your usage of Services may be suspended. Any remaining balance may be revived once you regularise your Service Wallet(s). A Reconnection Fee may be imposed to reconnect the Services.

10. TERMINATION

- 10.1 Upon expiry of the Minimum Subscription Period, if any, either Party may terminate this Agreement by way of giving to the other Party thirty (30) days prior written notice.
- 10.2 JARING may immediately terminate this Agreement under this Clause for unremedied breaches under Clause 9.1c upon expiry of a seven (7) days prior written notice to remedy the breach. No refund whatsoever will be made for termination within this Clause.
- 10.3 If you fail to regularise your Service Wallet(s) within ninety (90) days during the suspension period under Clauses 9.1(a) and/or 9.1(b), JARING may terminate the Services and any remaining balance in the related Service Wallet(s) will be refunded to you after deduction of any amounts owing to JARING, if any, accrued prior to the termination date.
- 10.4 A Party may terminate this Agreement with immediate effect if:
 - (a) the other Party commits a material breach of its obligations under this Agreement which is incapable of remedy;
 - (b) the other Party commits a material breach of its obligations under this Agreement which is capable of remedy but which is not remedied within seven (7) days after receipt of written notice of default from the other Party;
 - (c) the other Party is insolvent or takes any corporate action or other steps are taken or legal proceedings are commenced for its winding up, liquidation or dissolution (other than for the purposes of solvent reconstruction on terms approved by the Party proposing to terminate this Agreement) or for the appointment of a receiver, receiver and manager, official manager, liquidation, provisional liquidator, trustee, or similar officer of it or of any or all of its revenues and assets; or
 - (d) an event of Force Majeure (act of God) continues for a period of sixty (60) days or more.
- 10.5 Upon termination of this Agreement, JARING will take all necessary steps to recover all Charges due and outstanding, if any, for use of the Services.
- 10.6 In the event you terminate this Agreement within seven (7) days from the Effective Date, JARING will refund to you all payments after deduction of the relevant Usage-Based Charges incurred, if any, from the point of sales.

10.7 Termination of this Agreement by either Party for any reason whatsoever shall not prejudice any other rights, remedies or claims any Party may have against the other under this Agreement or at law in respect of any antecedent breach of any provision of this Agreement and shall not affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

10.8 JARING shall not be liable for any claim for damages or costs of any nature whatsoever arising out of discontinuance of the Services or termination or expiration of this Agreement in accordance with its term including but not limited to any claim for loss of profits or prospective profits for anticipated loss.

11. DISCLAIMER

While every care is taken by JARING to ensure that the Services will be continuously enjoyed by you:-

11.1 JARING makes no warranties of any kind, either expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose of the Services.

11.2 JARING shall not be liable for any costs, claims, liabilities, expenses, demands or damages whatsoever (including any loss of profits, loss of savings or incidental or consequential damages), arising out of your use or inability to use the Services, even if JARING or any of its authorised representatives has been advised of the possibility of such damages, or for any claim by any other third parties.

11.3 JARING shall not be liable for any loss of information howsoever caused whether as a result of any interruption, suspension, or termination of the Services or otherwise, or for the contents' accuracy or quality of information available, received or transmitted through the Services.

11.4 You shall be solely responsible, and JARING shall not be liable in any manner whatsoever, for ensuring that in using the Services, all applicable laws, rules and regulations for the use of any telecommunications systems, service or equipment shall be complied with at all times.

11.5 JARING shall not be liable for any Force Majeure event or any event the occurrence of which JARING is unable to control or avoid by the use of reasonable diligence, including but not limited to the failure, shortage or interruption of electrical power or supply, riots or civil commotion, strikes, lock outs or trade or labour disputes or disturbances, fire, flood, drought or acts of any government or sovereign, change in any law, war

(threatened or real) or the defaults, omissions or actions of any third parties, inclement or extreme weather conditions and acts of God.

- 11.6 JARING shall be liable for direct loss only. Notwithstanding anything to the contrary, the liability of JARING, if any, pursuant to or in connection with this Agreement or its poor performance, non-performance, breach or default thereof whether under contract, tort (including negligence), statute, equity or otherwise shall in no event exceed the amount of Charges paid by you for one (1) calendar month which shall be based on the average of the total Charges for the last three (3) months prior to the event causing the direct loss.

Notwithstanding Clause 13.5, you hereby irrevocably waive any and all rights you have or may come to have against JARING in respect of any and all losses or damages which exceed the said amount.

- 11.7 JARING does not warrant that the Services shall be continuous, uninterrupted, error free and/or secure nor does it guarantee or warrant that the data stored in the JARING Internet server will be backed up. You shall be responsible for keeping an independent backup of all data stored in the space allocated to you. Except as expressly stated in this Agreement, JARING hereby disclaims all warranties, conditions and terms, whether express or implied by statute, common law or otherwise (including warranties relating to fitness for purpose, suitability, non-infringement, compatibility, quality, security and accuracy) or those relating to the subject matter of this Agreement and you hereby agree that the foregoing are hereby excluded to the fullest extent permitted by law. You expressly acknowledge and agree that JARING does not and cannot control the flow of data to or from the network (including the Services) and other portions of the Internet. You further acknowledge and agree that such flow depends on a variety of factors including the performance of Internet services provided or controlled by third parties which, may result in situations where your connections to the Internet (or portions thereof) is impaired or disrupted. JARING cannot guarantee that such situations will not occur and, JARING disclaims any and all liability resulting from or related to such events including any other factors, which are beyond its control.

- 11.8 The Parties agree that should any limitation or provision contained in this Clause 11 be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any Party thereby becomes liable for loss or damage which would otherwise have been excluded, such liability shall be subject to the other limitations and provisions set out herein.

12. INDEMNITY

- 12.1 By subscribing to the Services, you agree to indemnify and hold JARING, its employees, contractors and agents harmless from and against all damages, costs, charges, liabilities and expenses directly and indirectly, arising out of or in connection with:
- (a) proprietary right infringement being made against JARING by a third party in connection with your use of the Services or in connection with your use or operation of any person in any way (whether with or without your authorisation and/or permission) of the Services;
 - (b) your non-compliance with any provisions of this Agreement, any negligent or willful act or of any of your officers, employees, contractors or agents;
 - (c) any damage to property or personal injury (including death) arising from or in connection with the CPE supplied by JARING;
 - (d) any damage or any modification or alteration to the CPE supplied by JARING, or any disruption or interference with the provision or operation of the Services by JARING arising from the installation and/or use of any equipment by you or any other person (whether with or without your authorisation and/or permission); and/or
 - (e) the enforcement by JARING of any rights against you under any agreement and/or any proceedings commenced by JARING for such purpose.

13. GENERAL

- 13.1 You hereby agree and acknowledge that JARING may from time to time make any alterations to the Services or vary these Terms and Conditions and the same shall be effective upon JARING's prior written notice of seven (7) days to you, the notice of which shall be posted at <http://www.jaring.my> and <https://www.online.jaring.my>. You agree that you are bound by the revised Terms and Conditions upon continuing use of the Services.
- 13.2 This Agreement including these Terms and Conditions, Application Form and all amendments or variations made by JARING from time to time is the complete agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all previous proposals, negotiations, representations, commitments, agreements (written or oral) and all other communications in whatsoever form between the Parties.

- 13.3 Nothing in this Agreement shall constitute or be deemed to constitute a partnership, agency or joint venture between the Parties or constitute or be deemed to constitute either Party the agent of the other for any purpose whatsoever and neither Party shall have any authority or power to bind the other or to contract in the name of or create a liability against the other.
- 13.4 Each Party shall bear their own cost in the preparation, negotiation and execution of this Agreement provided that the Stamp Duty thereon shall be borne by you.
- 13.5 Unless otherwise agreed in writing, no failure by either Party to exercise any right or remedy available to it hereunder nor any delay to so exercise such right or remedy shall operate as a waiver by it nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.
- 13.6 If that any or any part of the terms, conditions or provisions contained in this Agreement shall be determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision shall to that extent be severed from the remaining terms and conditions, which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 13.7 You may not assign this Agreement to any third party without JARING's prior written consent. Notwithstanding anything to the contrary, either Party may assign or novate this Agreement without the consent of the other Party if such assignment or novation is to one of its holding companies or subsidiaries (as such term is defined in the Companies Act, 1965) and the Party so assigning shall give written notice to the other Party upon such assignment. Notwithstanding such assignment, the assigning Party shall be responsible for all acts, defaults and neglects of its assignee as fully as if they were acts, defaults or neglects of the assigning Party.
- 13.8 Time wherever mentioned shall be of the essence of this Agreement.
- 13.9 This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Parties hereby submit to the exclusive jurisdiction of the courts of Malaysia.
- 13.10 You further acknowledge and agree that:-
- (a) JARING may use the data and personal information acquired through the registration process for its business purposes subject to your prior consent being obtained in the event that your data and personal information is to be released to third parties;
 - (b) JARING may use your personal information for the internal purposes of customising advertisements and content on the website(s) and JARING's

partner sites, providing information to you of other products and services available, responding to your inquiries, conducting research towards improvement of the Services, statistical analysis and the general operation and maintenance of the Services and its related website(s); and/or

- (c) JARING shall disclose your personal information if required to do so by law or in good faith, if such action is necessary to:
 - (i) comply with any law enforcement agency, court orders or legal process; and/or
 - (ii) protect and defend the rights and/or property of JARING and its customers.

14. TO SUBSCRIBE

14.1 You shall submit accurate, current and complete information for the purpose of subscribing to the Services and you hereby undertake to update such information in the event of any change thereto. Your failure to notify and update such changes shall constitute a breach of terms and conditions of this Agreement, which may result in suspension, and/or termination of this Agreement. You shall submit with the Application Form, supporting documents certified by your duly authorized representatives, which shall include but not limited to the following;

- (a) For individuals, a copy of your Identity Card or Passport and your latest utility bill;
- (b) For Malaysian based organisations:-
 - (i) Sole Proprietor or Partnerships - a copy of the Certificate of Registration or Trading License; or
 - (ii) Company - a copy of Forms 9, 13, 24 or 49 of the Malaysian Companies Act 1965.
- (c) For Foreign based organisations, a copy of relevant documentation equivalent to Forms 9, 13, 24 or 49 of the Malaysian Companies Act 1965;

14.2. You shall further be responsible for the following:-

- (a) to pay for all telecommunications charges to the relevant service providers arising from the use of the Services, wherever applicable.
- (b) to immediately notify JARING if you become aware of any unauthorised use of all or any part of the Services.

- (c) to comply with the rules of any network to which you have access using the Services; and
- (d) Not to dismantle or otherwise modify the CPE provided by JARING (if any) in any way.

14.3 You hereby agree that you shall not:-

- (a) Resell the Services or otherwise provide the Services to anyone or without the prior written consent of JARING, use, or permit the Services to be used, in any way to directly or indirectly carry or transmit (or facilitate the carriage or transmission) of any message, data or information for the purpose of reselling the Services or any portion thereof;
- (b) Use or permit the use of Services for any unlawful purposes including without limitation, any criminal purposes or for the publication, linking to, issue or display of any unlawful material of any third party or which is or encourages criminal acts or contains any virus, worm, Trojan horse or other harmful software codes whether under Malaysian laws or regulations or any other place where the results of such purpose of such material can be accessed;
- (c) Gain unauthorised access to any computer system, whether or not connected to the Internet, or any information regarded as private by any other person;
- (d) Send or intentionally receive any message, posting, data or material which is offensive on moral, religious or racial grounds or any threatening, harmful, unlawful, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, or otherwise objectionable material of any kind, including but not limited to, any material which encourages conduct that would constitute a criminal offence, civil liability or otherwise of any local or international law;
- (e) Knowingly use the Services for publication, linking to, issue or display of any material which may harm JARING or any of its customers or bring JARING into disrepute or may call into question any action taken by JARING on your behalf;
- (f) Knowingly use the Services or allow them to be used in breach of any generally accepted standards for use of the Internet;
- (g) Carry out or assist or attempt to carry out mail-bombing or other activity which overloads any mailbox with huge e-mails or numerous number of e-mails;

- (h) Carry out or assist or attempt to carry out spamming or any other activity that involves the sending of unsolicited e-mails which the recipient did not specifically request for;
- (i) Introduce, assist or attempt to introduce any computer virus or any other harmful component to JARING's or any other person's system via the Services;
- (j) Use the Services in any manner, which in the opinion of JARING may adversely affect the use of the Services by other customers or efficiency or security as a whole;
- (k) Use or permit the Services to be used in any manner or for any activity whatsoever such as "denial of service" attacks which generate or is likely to generate Internet traffic or usage which causes or is likely to cause congestion in or disruption to the provision or operation of any servers or services operated by JARING or any other party;
- (l) Infringe or facilitate infringement of any intellectual property rights of any person;
- (m) Share, rent, lease, offer or in any manner whatsoever give access to the Services to any person without prior written approval from JARING;
- (n) Install web servers or similar systems at its premise for purposes of information sharing through the Service Packages, which are not intended or designed for such purposes;
- (o) Conduct any other act, which violates any provision under the JARING Acceptable Use Policy published on JARING's Website (www.jaring.my), the Communications and Multimedia Act, 1998, or any other rules, regulations, bye-laws, acts, ordinances or any amendments to the above; and/or any other law and regulations;
- (p) Use for business purposes any Service Packages prescribed by JARING for home usage; and
- (q) Use any Service Package prescribed by JARING for extensive business purposes beyond that necessary for the conduct of ordinary business transactions without prior written consent from JARING.

End of document.

Last updated: 25 July 2006