

GENERAL TERMS AND CONDITIONS

Corporate and/or Wholesale

This General Terms and Conditions (Corporate and/or Wholesale) (the “**General Terms and Conditions**”) form the agreement between the Customer and ViewQwest for the provision of the particular Service.

1 Definitions

1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings in this General Terms and Conditions:-

Affiliate	Shall mean any legal entity that controls, is controlled by or ultimately under common control by ViewQwest and in this context, a person ‘controls’ an organisation if it owns or controls:- (a) More than fifty percent (50%) of the shares or other securities entitled to vote for the selection of directors (or other managing authority) in the organisation; (b) More than fifty percent (50%) of the equity interests in the organisation; or (c) Is otherwise able to direct or cause the direction of the management and policies of the organisation whether by contract or otherwise.
Business Days	Shall mean all days excluding Saturdays, Sundays, and Public Holidays for the states applicable for the Service Address in Malaysia.
Charges	Shall mean charges payable by the Customer to ViewQwest, including (where applicable) installation, connection, re-connection, usage, cancellation, administrative, and other related charges payable for the Services.
Confidential Information	Shall mean all information or data of a confidential or proprietary nature disclosed to or received by the Customer, which is labelled or designed as confidential or proprietary, including but not limited to all ideas, concepts, prototypes, models, technology, know-how, processes, operations or systems information, inventions (whether patentable or not), Intellectual Property and Trade Secrets, relating to the products, services, business or proposed business, customer lists, price lists, price structure, fee quotations for any current and potential project(s) or plan(s), finances, transactions, staff and affairs of ViewQwest.
Customer	Shall mean any entity which applies or orders or utilises any Services.
Customer Premise Equipment	Shall mean any and all hardware, equipment, facilities, installations, software, data, systems, and other property (including wiring) which from time to time:- (a) Are owned by the Customer or under the control of the Customer; (b) The Customer has authority or is in a position to use, install, manage, and otherwise deal with; and/or (c) Are provided by the Customer or on behalf of the Customer.
Intellectual Property	Shall mean any and all trademarks, service marks, trade and service names, registrable business names, patents, utility rights, inventions, copyright, including copyright in computer programs, registered design rights, unregistered design rights, industrial designs, trade secrets, know-how, confidential information, moral rights, all accrued rights of action and all other intellectual property rights and rights of a similar character or having similar or equivalent effect to any of them which may subsist in any part of the world.
Force Majeure Event	Shall mean an event beyond a Party’s reasonable control including but not limited to:- (a) Any strike, lockout or other industrial action, or any shortage of or difficulty in obtaining labour, fuel, raw materials, or components; (b) Any destruction, temporary, or permanent breakdown, malfunction or damage of or to any premises, plant, equipment (including computer systems) or materials including but not limited to cable cuts or faults; (c) Any action taken by a governmental or public authority of any kind, including but not limited to not granting a consent, exemption, approval or clearance or imposing an embargo, export or import restriction, rationing, quota or other restriction or prohibition; (d) Any civil commotion or disorder, riot, invasion, terrorist attack, war, threat of or preparation for war; or (e) Any accident, fire or explosion (other than in each case, one caused by a breach of contract by or assistance of the Party concerned), storm, flood, earthquake, subsidence, epidemic, or other natural physical disaster.
General Terms and Conditions	Shall mean this General Terms and Conditions (Corporate and/or Wholesale) made between the Customer and ViewQwest including any Schedules and amendments made to this General Terms and Conditions from time to time.
Government Agency	Shall mean any department, office or minister of any government and any governmental, quasi-governmental, administrative, fiscal, judicial or quasi-judicial agency, authority, commission, statutory board, regulatory body, courts, tribunal or entity.
Interest	Shall mean Interest at the rate of 1.5% per month or if such amount is not permitted by law, then the highest rate permitted by law, calculated on a daily basis and on the basis of the actual number of days for the relevant calendar month.

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Off-Net	Shall mean Services that is provisioned, either entirely or partially, by ViewQwest partner-owned network or third party services provider network .
On-Net	Shall mean Services that is provisioned by ViewQwest's network.
Services	Shall mean telecommunications services, any other services (including, where applicable, the cabling, construction and connection service in order for the Customer to access the Services), products or applications which ViewQwest provides to the Customer including any value-added services.
Service Activation Date	Shall mean the date the Services are activated and ready for use as notified by ViewQwest to the Customer in writing and as agreed by the Parties.
Service Application Form ("SAF")	Shall mean the service application form, which shall be completed by the Customer in connection with the Service.
Service Equipment	Shall mean any equipment provided, sold, leased, or rented by ViewQwest in connection with the Services that is not Customer Premise Equipment.
Service Level Agreements ("SLA")	Shall mean the Service Level Agreement for the Service provided by ViewQwest to the Customer, if applicable.
Service Term	Shall mean the term (including the initial term and any extension or option term) for each ordered Services set out in the relevant Service Application Form or Specific Terms and Conditions, which shall commence on the Service Activation Date. If no such term is specified, the Service Term shall be at least twelve (12) months.
Specific Terms and Conditions	Shall mean the specific terms and conditions of the relevant services as set out therein, which is provided by ViewQwest to the Customer.
Taxes	Shall mean any present or future income tax, withholding tax, value added tax, sales and service tax ("SST"), business tax, sales tax, turnover tax, excise tax, tariff, levies, impost, deduction, charge, duties and any other similar liabilities that are imposed on any amount payable under this General Terms and Conditions, including any penalty interest and other additions to such liabilities imposed by any taxing authority in any jurisdiction.
ViewQwest	Shall mean ViewQwest Sdn Bhd, ViewQwest Digital Sdn Bhd or its related and/or associated corporations whom were made party and/or part of the agreement and/or Service Application Form.

1.2 In this General Terms and Conditions:-

- (a) The headings are for convenience only and shall not be taken into account in the construction or interpretation of any of the provisions in this General Terms and Conditions;
- (b) Words importing the singular include the plural and vice versa;
- (c) Words which are gender neutral or gender specific include each gender;
- (d) An expression importing a neutral person includes a company, partnership, joint venture, association, corporation or other body corporate and a Government Agency;
- (e) A reference to any "Clause", "Sub-Clause", or "Schedule" is a reference to a Clause, Sub-Clause, and Schedule to this General Terms and Conditions;
- (f) A reference to a party to a document includes that party's successors and permitted assigns;
- (g) A reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law judgment, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that law as amended, consolidated or replaced;
- (h) A reference to a document includes all amendments or supplements to that document, or replacements or novations of it;
- (i) A reference to an agreement, other than the General Terms and Conditions, includes an undertaking, agreement, agreement or legally enforceable arrangement or undertaking whether or not in writing; and
- (j) Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.

2 Service

2.1 ViewQwest shall provide the Services on an 'as is' and 'as available' basis to the Customer as ordered under the relevant Service Application Form and in accordance with this General Terms and Conditions, the applicable Specific Terms and Conditions and applicable Service Level Agreements, and any other agreement executed by the Parties in connection with the provision of the ordered Services.

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3 Provisioning

3.1 To order the Services, the Customer shall adhere to the following Request for Service ("RFS") Process:-

- (a) The Customer shall email ViewQwest to request for a quote when the Customer has declared an interest to order the Services. ("Request for Quote" or "RFQ") In addition, the RFQ shall include the following details:-
 - (i) Description of the Services requested;
 - (ii) Quantity;
 - (iii) Bandwidth (if applicable);
 - (iv) The Service Address;
 - (v) The Service Term;
 - (vi) The Customer's preferred Service Activation Date; and
 - (vii) Any other operational or technical information which the Customer believes is reasonably necessary for ViewQwest to evaluate and respond to the RFQ.
- (b) Upon receiving the RFQ, ViewQwest shall verify the veracity of the RFQ and request for any additional information from the Customer, if necessary.
 - (i) If ViewQwest rejects the RFQ, ViewQwest will notify the Customer of the reasons for such rejection.
 - (ii) If ViewQwest accepts the RFQ, ViewQwest will provide a quote (the "Quotation") for the requested Services.
- (c) Each Quotation shall, at the minimum, set out the following details:-
 - (i) The relevant details set out in Clause 3.1(a);
 - (ii) The applicable Charges for the requested Services, including any One Time Charges; and
 - (iii) If the Service Activation Date is other than the Customer's preferred Service Activation Date, ViewQwest shall propose an alternative date.
- (d) Unless otherwise agreed, the Quotation is valid for a period of fourteen (14) days (the "Validity Period").
- (e) After having reviewed the Quotation, the Customer may proceed to place an order with ViewQwest by submitting a Service Application Form within the Validity Period of the Quotation. If the Customer wishes to change any details in the Quotation or if the Validity Period for the Quotation has expired, the Customer shall notify ViewQwest and ViewQwest will provide a new Quotation.
- (f) Upon receiving the Service Application Form, ViewQwest will confirm the veracity of the information contained therein. In the event that the information set out in the Service Application Form contains any errors, incorrect pricing, or inconsistencies, ViewQwest shall promptly inform the Customer within seven (7) days of its receipt of the affected Service Application Form. If agreed between the Parties, the Customer shall have the right to amend or revise the affected Service Application Form and the revised Service Application Form shall accordingly supersede the affected Service Application Form once the same has been approved by ViewQwest.
- (g) Each Service Application Form submitted by the Customer will be read together with the relevant Specific Terms and Conditions, Master Service Agreement (and its accompanying annexures), and any other agreement entered into between the Parties as necessary for the provision of the Services. Any terms and conditions in the Service Application Form, which are not in accordance with the aforesaid documents shall be void and have no effect unless explicitly agreed in writing between the Parties referring to the specific clauses that are deviated from.
- (h) A Service Application Form shall not enter into force, be legally binding or have any other effect unless signed by the duly authorised representative of the respective Parties or confirmed as accepted by ViewQwest.

3.2 If the RFS Process set out in Clause 3.1 above is not applicable, the Customer shall submit an order using the applicable Service Application Form. The said Service Application Form shall be read together with this General Terms and Conditions and any other agreement entered into between the Customer and ViewQwest as necessary for the provision of the Services.

3.3 Upon ViewQwest's receipt of a duly executed Service Application Form, the Customer shall be deemed to have submitted a binding order.

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- (i) ViewQwest reserves the right not to accept or not to proceed with any application for the Services if the application submitted by the Customer and received by ViewQwest is not duly completed and signed as necessary.

3.4 ViewQwest will provide the Services at the Service Address as set out by the Customer in the duly executed Service Application Form. The Customer shall be responsible for ensuring that the Service Address is accurate.

4 Term

4.1 The ordered Services shall commence on the Service Activation Date and shall continue for the Service Term unless the Services is terminated in accordance with the terms and conditions of the relevant Specific Terms and Conditions. If no such term is specified, the Service Term shall be at least twelve (12) months. In the absence of a Specific Terms and Conditions, the Services shall be terminated in accordance with this General Terms and Conditions.

4.2 Unless stated otherwise, upon the expiry of the ordered Services, the Service Term will be automatically renewed on a monthly basis on similar terms, unless prior to the expiry of the renewed Service Term, the Customer gives one (1) month prior written notice to ViewQwest of its intention not to renew.

5 Charges and Payment

5.1 The Customer shall pay ViewQwest the Charges for the Services as set out in the respective Service Application Form and in accordance with this Clause 5.

5.2 All Charges payable to ViewQwest are exclusive of any Taxes. All such Taxes arising out of or in connection with this General Terms and Conditions shall be borne by the Customer. In the event that ViewQwest is obliged to pay such Taxes, the Customer shall indemnify and reimburse ViewQwest the Taxes paid by ViewQwest. Additionally, all payments to be made by the Customer to ViewQwest are nett of any withholding taxes. In the event that the payment attracts withholding taxes, then all payments to ViewQwest shall be grossed up as appropriate to account for such taxes so that ViewQwest actually receives the Charges set out in this General Terms and Conditions.

5.3 Unless otherwise stated in this General Terms and Conditions, ViewQwest will render invoices for all such Charges in advanced on a monthly basis.

5.4 Invoices are quoted and due and payable in Malaysian Ringgit. Any Charges quoted in US Dollars or other foreign currency shall be invoiced in the same currency they were quoted in unless otherwise agreed by the Parties. In the event that the Charges are quoted in a foreign currency but invoiced in Malaysian Ringgit, the Charges shall be calculated based on the published Central Bank of Malaysia exchange rate for that currency as at the date of invoice by ViewQwest.

5.5 The Customer shall pay ViewQwest the Charges in the following manner:-

- (a) Into such account(s) designated by ViewQwest in the manner as prescribed by ViewQwest; and
- (b) Paid without counterclaim and free and clear of any withholding or deduction.

5.6 ViewQwest may vary its Charges from time to time upon mutual agreement between the Parties. Such variation shall take effect after thirty (30) days from the date of such mutual agreement or on such other date as may be mutually agreed in writing by the Parties. All variations will take effect from the date specified in the notice and the Customer shall be bound to observe and comply with such variations.

5.7 If the Customer, in good faith, disputes all or any portion of an invoice, the following provisions shall apply:-

- (a) The Customer shall pay ViewQwest within thirty (30) days after the date of the relevant invoice, all undisputed amounts and any Taxes imposed on such undisputed amounts;
- (b) The Customer shall give ViewQwest written notice within fourteen (14) days after it has received the relevant invoice and shall describe in reasonable detail the Customer's reasons for disputing each amount. The Customer acknowledges that it is reasonable for ViewQwest to require the Customer to dispute Charges within the aforesaid period, and the Customer therefore waives the right to dispute any Charges after the aforesaid period;
- (c) After ViewQwest has received the dispute notice from the Customer, ViewQwest will conduct a complete and objective review of such dispute and will provide a written response to the Customer as soon as reasonably possible and the decision made by ViewQwest will be conclusive and binding upon the Customer;
- (d) If the dispute is resolved in favour of ViewQwest, all previously disputed amounts shall immediately become due and payable by the Customer; and
- (e) If the dispute of all or any portion of the invoice is not a bona fide dispute by the Customer, the Customer shall pay ViewQwest within fourteen (14) days of demand by ViewQwest, the disputed amount and the Interest accrued on the disputed amount for the period from the day following the day on which payment was due until the disputed amount and Interest are fully paid.

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6 Suspension

6.1 ViewQwest may suspend the Services until further notice if:-

- (a) ViewQwest is required to suspend or withdraw provision of all or part of the Services pursuant to any regulatory, governmental or legal prohibition, or to comply with applicable laws or any applicable requirement, regulation, policies, order, or directive of any relevant Government Agency;
- (b) Any Force Majeure Event occurs;
- (c) Any act or omission by the Customer or due to the Customer Premise Equipment, affects ViewQwest’s ability to provide all or part of the Services, or the ability of the Customer to receive all or part of the Services;
- (d) In the reasonable opinion of ViewQwest, it is necessary to suspend the supply of the Services in the event of an emergency or for operational reasons in order for ViewQwest to carry out repair, maintenance, improvement, or upgrading of any equipment of facility or diversion works forming part of or in relation to the Services;
- (e) Use of the Services causes or is likely to cause physical or technical harm to any telecommunications network, system, or service (whether of ViewQwest or any other person) including but not limited to causing damage, interfering with, or causing deterioration in the operation of ViewQwest’s network; or
- (f) Where the Customer fails to make payment in accordance with Clause 5 of this General Terms and Conditions.

6.2 In the event that the suspension is implemented pursuant to Clause 6 of this General Terms and Conditions, the Customer shall continue to pay ViewQwest the Charges during the period of suspension, and shall be liable for all costs and expenses incurred by ViewQwest in respect of the implementation of such suspension and re-activation charges for the recommencement of the provision of the Services, where applicable.

7 Termination

7.1 ViewQwest may immediately terminate this General Terms and Conditions or the Services by way of written notice to the Customer if:-

- (a) The Customer is in breach of this General Terms and Conditions, or if such breach is remediable, the Customer fails to remedy the breach within thirty (30) days after receiving notice from ViewQwest to do so;
- (b) The Customer fails to pay any invoice or any Charges under Clause 5 of this General Terms and Conditions in accordance with the following procedure:-

Credit Term	Action
30 days past due	Notice of Suspension
37 days past due	Suspension of Services
60 days past due	Notice of Termination
67 days past due	Termination of Services

- (c) The Customer:-
 - (i) Is unable to pay its debts as they fall due, stops, suspends, or threatens to stop or suspend payment of all or a material part of its debts, begins negotiations or takes any proceeding or step with a view to readjustment, rescheduling, or deferral or all of its indebtedness which it will or might otherwise be unable to pay when due) or proposes or makes a general assignment, or an arrangement, or composition with or for the benefit of its creditor or a moratorium is agreed or declared in respect of or affecting all or a material part of (or a particular type of) the indebtedness of that party;
 - (ii) Has a distress, attachment, execution, or other legal process levied, enforced, or sued out on or against it and ViewQwest is of the reasonable opinion that such event would result in a default by the Customer of any of the Charges due;
 - (iii) Takes any step for winding-up, or ceases, or threatens to cease to carry on all or a substantial or material part of its business or operations except for the purpose of and followed by a reconstruction, amalgamation, or reorganisation and ViewQwest is of the reasonable opinion that such event would result in a default by the Customer of any of the Charges due;
- (d) In ViewQwest’s reasonable opinion, the Customer acts illegally or negligently at any time or acts in such a way that is likely to harm or negatively affect ViewQwest’s reputation;

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- (e) The Customer uses the Services in contravention of any applicable law, license, code, regulation, and/or direction. In such an event, ViewQwest may refer this to the relevant authorities and comply with directions or guidelines issued by them without notice to the Customer;
- (f) Use of the Services causes or is likely to cause physical or technical harm to any telecommunications network, system, or services (whether of ViewQwest or any other person) including but not limited to causing damage, interfering with, or causing deterioration in the operation of the ViewQwest network; or
- (g) The requirements of the relevant Government Authority results in ViewQwest having to stop providing any of the Services or to provide any of the Services in a manner which is unacceptable to us.

7.2 The Customer may terminate a Services by giving ViewQwest written notice thereof within such period as may be prescribed by ViewQwest in the SAF and/or Specific Terms and Conditions for this purpose, or if no such period is stated in the SAF and/or Specific Terms and Conditions, a period of sixty (60) calendar days before such termination.

7.3 ViewQwest shall have the right to terminate one or more Services (whether in whole or in part) at any time if ViewQwest is prohibited from supplying the Services to the Customer as a result of ViewQwest's Partner terminating any agreement (through no fault of ViewQwest) between ViewQwest and its Partner. ViewQwest is not responsible for and shall not be liable to the Customer for any loss or damage caused by or as a result of such termination.

7.4 Upon the expiration or termination of Services:-

- (a) Where the Services expires, the Customer shall pay ViewQwest all outstanding invoices and all other amounts due up to and as of the date of expiry within thirty (30) days of the expiry of the Services;
- (b) Where the Customer terminates the Services before the expiry of the Service Term or if ViewQwest terminates the Services in accordance with Clause 7.1 of this General Terms and Conditions, any early termination charges for the remainder of the Service Term and any documented third party charges or expenses incurred by ViewQwest in respect of the terminated Services;
- (c) The Customer must discontinue the use of the Services and return all Service Equipment belonging to ViewQwest within seven (7) days of the expiry or termination of the Services. In the event that ViewQwest is required to enter the Customer's premise to recover the Service Equipment, ViewQwest shall seek the Customer's consent, which shall not be unreasonably withheld or delayed. Should the Customer unreasonably deny access to ViewQwest to recover the Service Equipment, the Customer shall become liable for the as new replacement cost of the Service Equipment on its premise; and
- (d) In the event that the Customer fails to discontinue the use of the Services upon expiry or termination of the Services, ViewQwest shall disconnect the Services and the Customer shall pay any reasonable costs associated with the disconnection.

7.5 The Customer acknowledges and agrees that the liquidated damages payable under this General Terms and Conditions for early termination are genuine pre-estimates of losses likely to be incurred by ViewQwest and not penalties.

7.6 Any exercise by ViewQwest of its rights under this Clause 7 of this General Terms and Conditions is without prejudice to any other rights and remedies available to ViewQwest under this General Terms and Conditions or otherwise.

8 Notice

8.1 Unless otherwise agreed, all notices, demands, requests, and other communications made (collectively the "Notices") shall be in writing and in the English Language. Notices shall be sent or delivered to the Customer's registered address as set out in the Service Application Form or ViewQwest's registered address or any other address the intended recipient shall notify the sender in writing.

8.2 Notices will be deemed received:-

- (a) By hand or courier: on the date of receipt as evidenced by a receipt of delivery from the recipient;
- (b) By mail: seven (7) days after the date of mailing; and
- (c) By email: upon the generation of a receipt notice by the recipient's server, or if such notice is not so generated, upon delivery to the recipient.

8.3 This Clause 8 does not apply in relation to the services of any originating process, court order or judgment or other document relating to or in connection with any proceedings, suit, or action arising out of or in connection with this General Terms and Conditions.

9 Indemnity and Liability

9.1 The Service is provided on an 'as is' and 'as available' basis and the Customer agrees and accepts that its use of the Services or any information obtained thereunder is at its sole risk. ViewQwest expressly disclaims all warranties of any kind, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose and non-infringement to the fullest extent under applicable

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law. No advice or information whether oral or written, obtained by the Customer from ViewQwest or through the Services will create any warranty not expressly made in this General Terms and Conditions.

- 9.2 Except for death and personal injury caused by ViewQwest's negligence, ViewQwest expressly excludes all other liability it may have to the Customer, including in contract, tort, negligence, misrepresentation, strict liability or statute. This exclusion applies for ViewQwest's benefit and that of any other service provider whose network is connected to ViewQwest's network, all companies, directly or indirectly owned, wholly or partly owned or controlled by ViewQwest or any such service provider, and all officers, employees, contractors, and agents or anyone else to whom ViewQwest or these parties are responsible and whether it relates to anything caused by or resulting from anything ViewQwest does or does not do or delays in doing, whether or not it is contemplated or authorised by any agreement the Customer has with ViewQwest.
- 9.3 ViewQwest is not responsible for and does not endorse any Third Party content, information, services, or products which the Customer or any other party may access, use, or acquire through the Services. ViewQwest is not responsible for and shall not be liable to the Customer or any other party for any loss or damage caused by or as a result of such Third Party content, services, or products whether access through or used with the Services.
- 9.4 The Customer shall indemnify ViewQwest against all claims, damage, loss, or other liabilities made against or suffered by ViewQwest relating to the Customer's use of the Services or arising from the Customer's breach, negligence, or omission, including but not limited to claims for damages, defamation, infringement of intellectual property rights, death, bodily injury, property damage, or otherwise.
- 9.5 Under no circumstances will ViewQwest be liable to the Customer for any special, incidental, indirect, consequential, or punitive damages, losses, costs, or expenses; and for any lost profits, revenue, business, or anticipated savings.
- 9.6 If ViewQwest cannot for any reason, rely on the exclusion of liability set out above, then ViewQwest's total liability (including any liability for the acts and omissions of ViewQwest's employees, agents, or sub-contractors) to the Customer in tort, contract, or otherwise, arising out of or in connection with the performance or contemplated performance or non-performance of any obligations or Services under this General Terms and Conditions shall not exceed the total Charges paid over the immediately preceding period of twelve (12) months by the Customer to ViewQwest under this General Terms and Conditions. This Clause 9 shall not apply to limit the payment of any Charges payable by the Customer to ViewQwest under this General Terms and Conditions.

10 Confidential Information

- 10.1 The Customer shall not use (other than for the purpose of utilising the Services) or disclose any Confidential Information relating to ViewQwest or any Services which is acquired from or provided by ViewQwest and/or any contractor of ViewQwest in connection with or in the course of the provision of any Services, other than information which is or has become publicly available otherwise than through a breach of any obligation of the Customer.

11 Data Protection

- 11.1 ViewQwest shall, in its collection, processing, disclosure or other use ("Use") of any information and data which can be related to the Customer ("Personal Data"), for any purpose arising out of or in connection with this General Terms and Conditions, adhere to the requirements of the Personal Data Protection Act 2010 of Malaysia.
- 11.2 By using the Services, the Customer hereby consents to ViewQwest using the Customer's Personal Data for the purposes set out in ViewQwest's Data Protection Policy, which may be accessed on ViewQwest's website. In the event that the Customer wishes to withdraw consent under this Clause 11, the Customer may contact ViewQwest's Data Protection Officer at dpo@viewqwest.com.

12 Intellectual Property Rights

- 12.1 The Customer acknowledges and agrees that ViewQwest or its licensors are the owners of the Intellectual Property (where applicable) and the goodwill associated therewith and agrees to comply with all instructions of ViewQwest regarding usage of such Intellectual Property. Nothing in this General Terms and Conditions shall give the Customer any rights in ViewQwest's Intellectual Property and the Customer acknowledges that they will not, and does not, acquire any rights in respect thereof.
- 12.2 The Customer shall promptly and fully notify ViewQwest of any actual, threatened, or suspected infringement of any of ViewQwest's Intellectual Property which comes to the Customer's attention.
- 12.3 The Customer shall not directly or indirectly do, or authorise any Third Party to do, any act which might infringe, invalidate, or be inconsistent with ViewQwest's Intellectual Property rights.

13 Network Security

- 13.1 The Customer represents, warrants, and undertakes to ensure that the software, data, information, and/or content stored on or held in the Customer Premise Equipment or used in conjunction with its use of the Services:-
- (a) Does not infringe any Third Party Intellectual Property rights;
 - (b) Is not defamatory, libellous, threatening, obscene, pornographic, indecent or otherwise illegal under any applicable law; and

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- (c) Does not contain any undesirable content, and shall promptly take steps to remove any such content from the Customer Premise Equipment upon becoming aware of the same or being notified of the same by ViewQwest.

13.2 The Customer acknowledges and agrees that it will be solely responsible for the software, data, information, and content stored on or held in the Customer Premise Equipment or used in conjunction with its use of the Services and will be solely responsible for instituting and maintaining security procedures and back-up procedures to ensure the integrity and security of the software, data, information, and/or content stored on or held in the Customer Premise Equipment, or used in conjunction with its use of the Services. ViewQwest shall not be liable for unauthorised access to the Customer's network or other breaches of the Customer's network security.

14 Force Majeure

14.1 If ViewQwest cannot fulfil its obligations under this General Terms and Conditions due to a Force Majeure Event, ViewQwest shall not be liable to the Customer for such delay or failure in the performance of its obligations. ViewQwest shall use all reasonable endeavours to mitigate any delay or interruption to the performance of this General Terms and Conditions.

14.2 During a period in which ViewQwest is unable to perform its obligations under this General Terms and Conditions or any part thereof pursuant to a Force Majeure Event, the Charges payable pursuant to this General Terms and Conditions shall be suspended for the affected Services or any part thereof throughout the duration of the delaying cause. However, the Customer shall continue to be liable to pay for the Charges and all other charges billed for the Services preceding the effective date of suspension or unavailability.

15 Waiver

Failure or neglect by ViewQwest to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of ViewQwest's rights hereunder nor in any way affect the validity of the whole or any part of this General Terms and Conditions nor prejudice ViewQwest's rights to take subsequent action.

16 Relationship

The Customer acknowledges and agrees that nothing in this General Terms and Conditions constitutes a relationship of employer and employee, principal and agent, partnership or joint venture between ViewQwest and the Customer and the Customer acknowledges and agrees that it does not have authority to enter into binding agreements of any nature or make any representations or warranties on ViewQwest's behalf and agrees not to misrepresent to any party any such authority.

17 Assignment

17.0 The Customer shall not assign, charge, or transfer its rights and/or obligations under this General Terms and Conditions without the prior written consent of ViewQwest.

17.1 ViewQwest may assign or transfer its rights, interest, benefits, and/or obligations under or in connection with this General Terms and Conditions without the consent of the Customer.

17.2 A transfer or assignment of this General Terms and Conditions shall include a sale of all or substantially all of the assets of the Customer or a change in control of the Customer.

17.3 The General Terms and Conditions, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors and assigns. Any assignment in breach of this Clause shall be null and void and of no legal force or effect.

18 Entire Agreement and Variation

18.1 This General Terms and Conditions constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all provisions, contracts, arrangements, representations (other than fraudulent misrepresentations) or understandings between the Parties whether written, arising from custom or oral.

18.2 This General Terms and Conditions may be varied or amended from time to time by giving the Customer seven (7) days' notice thereof and any such variation or amendment shall take effect as from the date specified in such notice. The Customer, by continuing to use any Services after any notice of any variation or amendment is given by ViewQwest, shall be deemed to have agreed to be bound by these General Terms and Conditions as so varied or amended. No consent, assent, approval, or agreement from any Third Party shall be necessary for such amendment.

19 Severance

In the event that any of these terms, conditions, or provisions, shall be determined by any court, tribunal, or administrative body of competent jurisdiction to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision shall to the extent be severed from the remaining terms, conditions, and provisions, which shall continue to be valid to the fullest extent permitted by law.

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Corporate and/or Wholesale

20 Third Parties

Nothing in this General Terms and Conditions is intended to create any Third Party beneficiary rights respecting any person or to confer upon any person, other than the Parties to this General Terms and Conditions and their respective successors and permitted assigns, any rights, remedies or obligations under or by reason of this General Terms and Conditions, and the Parties specifically negate any such intention.

21 Governing Law and Dispute Resolution

21.1 This General Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia.

21.2 The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this General Terms and Conditions or any breach of it.

21.3 All negotiations connected with the dispute will be conducted in complete confidence and the Parties undertake not to divulge details of such negotiations except to their professional advisers who will also be subject to such confidentiality and such negotiations shall be without prejudice to the rights of the Parties in any future proceedings.

21.4 In the event any such dispute is unresolved after thirty (30) days of the commencement of such negotiations referred to in this Clause, all disputes, controversies, or differences arising out of or in connection with this General Terms and Conditions and/or the agreement, including any question regarding its existence, validity, or termination, shall be referred to mediation in Malaysia in accordance with the Mediation Rules of the Malaysian Mediation Centre for the time being in force.

21.5 In the event that the Parties are unable to resolve any such dispute in accordance with the above procedures, the matter shall be finally resolved by arbitration in Malaysia, according with the Arbitration Rules of the Asian International Arbitration Centre ("**AIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The Tribunal shall consist of one (1) arbitrator to be mutually appointed by the Parties, failing which, the Chairman of the AIAC shall appoint an arbitrator. The seat of arbitration shall be in Malaysia and the language of the arbitration shall be in English.

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