

STAMP DUTY
RM10



Application Form

Our Service Packages: Please select your preferred package

<input type="checkbox"/> 256 Kbps RM 40.00 per month Unlimited Internet Access	<input type="checkbox"/> 384 Kbps RM 60.00 per month Unlimited Internet Access	<input type="checkbox"/> 512 Kbps RM 85.00 per month Unlimited Internet Access
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For upgrade or downgrade, please state existing Login ID

(Minimum 3 characters, maximum 8 characters)

Notes:

- Speed of the service is on best effort basis.
- Service is subject to availability and technical testing.
- Minimum subscription period of 12 months is applicable.
- Customer is not ALLOWED to change the package of the service installation number before installation of the service. Otherwise, customer may cancel the application and reapply.
- The 1st bill received will include one off activation fee of RM50.00, subscription fee from the date of service activation, advance charge of 2nd month subscription fee and RM200.00 deposit (refundable).

1. Details of Home Applicant:

Name of Applicant (As per NRIC/Passport):

Installation Address:

City: Post Code:

State: Country:

Tel. No. (Where Go Lightspeed Broadband is to be connected): Fax No.:

Home Tel. No.: Office Tel. No.:

Email: Mobile No.:

NRIC (Malaysian Citizens-Please enclose a copy of NRIC):

Passport No. (Non-Malaysian Citizens-Please enclose a copy of Passport):

Date of Birth: Gender:

Preferred Access Login ID (Minimum 3 characters, maximum 8 characters)

1) 2) 3)

2. Details of Enterprise / Corporate Applicant:

Company Name:

Company Registration No. (Please enclose a copy of Company Registration Certificate):

Nature of Business

- | | | |
|---|---|--|
| <input type="checkbox"/> Banking, Finance and Insurance | <input type="checkbox"/> Housing / Construction | <input type="checkbox"/> Research |
| <input type="checkbox"/> Computer, Communication & Content Provider | <input type="checkbox"/> Telecommunication | <input type="checkbox"/> Tourism, Hotel, Transportation |
| <input type="checkbox"/> Education | <input type="checkbox"/> Manufacturing / Processing | <input type="checkbox"/> Trading / Services |
| <input type="checkbox"/> Embassies / High Commissions | <input type="checkbox"/> Petrochemical Industries | <input type="checkbox"/> Hospital, Medical Centre, Health Care |
| <input type="checkbox"/> Government Agency | <input type="checkbox"/> Publishing, Advertising & Mass Media | <input type="checkbox"/> Others _____ |

Installation Address:

City: Post Code:

State: Country:

Tel. No. (Where Go Lightspeed Broadband is to be connected):

Preferred Access Login ID (Minimum 3 characters, maximum 8 characters)

1) 2) 3)

For general enquiries, you can contact us at: info@golightspeed.com.my / +603-7665 5050

3. Invoicing and Billing Information:

Billing Name:

Billing Address:

City:

Post Code:

State:

Country:

Contact Person's Email Address:

4. Home Applicants Only:

Preferred Billing Method (Tick more than one, if applicable)

Auto Pay Cheque / Money Order / Postal Order Online Phone Banking

Credit Card

Visa Mastercard Amex Others

Card No.:

Expiry Date:

Cardholder's Name:

Signature:

5. Service Details:

Technical Contact

1) Full Name:

Tel No.:

Fax No.:

Email:

2) Full Name:

Tel No.:

Fax No.:

Email:

Service Period (as in agreement)

year(s)

Service Activation Date:

6. Customer PC Information:

Manufacturer:

Model:

RAM:

Hard Disk Space:

Operating System (OS): Windows 95 Windows NT Windows 98 Other(s)

Is your PC fitted with a Network Interface Card? Yes No

Is your PC fitted with USB Ports Yes No

Required Date of Services (DD / MM / YY)

7. Acknowledgement:

We agree to accept and be bound by the Terms & Conditions which accompany the usage of Go Lightspeed Broadband access service. These Term & Conditions may be subjected to change by Go Lightspeed Broadband Sdn Bhd and I / we will be notified in a manner, as Go Lightspeed Broadband Sdn Bhd deems appropriate. I / We confirm that the information given herein by me / us is true and correct.

Signature of Applicant

Official Stamp

Date

Upon receipt of this application, Go Lightspeed Broadband Sdn Bhd reserves the right to verify any information provided by you and reserves the right to decline any application without giving any reason thereof and is not obligated to respond to any request for any unsuccessful application. Kindly attach a copy of IC / passport.

8. Additional Details - Home Applicants:

Monthly Personal Income:

RM1,000 and below RM1,001-RM5,000 RM5,001-RM10,000 RM10,001 and above

Monthly Household Income

RM3,000 and below RM3,001-RM5,000 RM5,001-RM10,000 RM10,001 and above

Household Size

1-2 3-5 6-9 10-12

Marital Status

Single Married

Do you own a Credit Card?

Yes No

Race

Malay Chinese Indian Other(s)

Interest(s)

Cinema Computer & Technology Entertainment Health
 Music Shopping Sport Travel

Language(s) used at Home

English Bahasa Malaysia Chinese Tamil Other(s)

Activities using the Internet

Chat Games Online Shopping Surfing
 E-Banking MP3 Download Streaming Audio & Video SMS
 Email Newsgroups Software Downloads Website Development

What Newspaper(s) do you read most?

New Straits Times The Star Harian Metro Nanyang Siang Pau Tamil Nesan
 The Edge The Sun Utusan Malaysia Sin Chew Jit Poh The Malay Mail
 Berita Harian China Press Other(s)

9. Additional Details - Business Applicants:

Applicant Name (Authorized Officer):

Department:

Designation:

NRIC (Malaysian Citizens-Please enclose a copy of NRIC & Telephone Bill):

Passport No (Non-Malaysian Citizens):

Country Code (For Passport-Please enclose a copy of NRIC & Telephone Bill):

Nationality: Male Female Date of Birth

Email: 1)

2)

Tel No. (Minimum one (1)):

Home:

Office:

Mobile:

No. of Employees

 50 or less 51-100 101-250 251-500 501-1,000 1,001 or more

No. of Branches in Malaysia

 1 2-5 6-10 11-20 20 or more

Type of Ownership

 Foreign Owned Company Government NGO (Non-Governmental Organization) Foreign and Local Joint Venture Locally Owned Company Others

Company Approx. Turnover / Sales per year

 RM10 million or less RM51-RM100 million Above RM250 million RM11-RM50 million RM101-RM250 million

Percentage of Staff in your company using the Internet

 50% and below 51%-70% 71%-99% 100%

Your Company's Internet dependency

 50% and below 51%-70% 71%-99% 100%Do you have Wide Area Network (WAN) / Local Area Network (LAN)? Yes NoDoes your Company have its own website? Yes NoDoes your Company regularly transfer large files within Malaysia / overseas? Yes NoDoes your Company actively conduct business through the website? Yes No**10. For Office Use Only:**Type of Service Permanent Temporary

Date Received (Application) Reference No.

Account Executive / Manager

Name:

Tel / Hp:

Fax No.:

Email:

Division:

Application Date:

Authorized Reseller

Name:

Tel / Hp:

Fax No.:

Email:

Division:

Application Date:

For Agent Use Only:

Reseller's ID:

Agent's ID

Customer's ID

Reseller's Name

Official Stamp

Date

TERMS AND CONDITION OF CONTRACT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SIGN UP FOR GO LIGHTSPEED BROADBAND SERVICES. BY INDICATING YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN, YOU ARE DEEMED TO ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL THE FOLLOWING TERMS AND CONDITIONS FOR THE USE OF GO LIGHTSPEED BROADBAND SERVICES PROVIDED BY GO LIGHTSPEED BROADBAND SDN BHD (379162 M) (GO LIGHTSPEED). GO LIGHTSPEED RESERVES THE RIGHT TO UPDATE OR REVISE THE TERMS AND CONDITIONS FROM TIME TO TIME. NOTICE OF AMENDMENT MAY BE GIVEN BY GO LIGHTSPEED TO THE CUSTOMER IN SUCH A MANNER AS GO LIGHTSPEED DEEMS APPROPRIATE. COMMUNICATION IN THE ACCESS OR USE OF THE GO LIGHTSPEED BROADBAND SERVICE SIGNIFIES ACCEPTANCE OF THE CHANGES TO THE TERMS AND CONDITIONS WITH REGARD TO THE GO LIGHTSPEED BROADBAND SERVICE.

1. The Service

GO LIGHTSPEED is a company which is involved, amongst others in the provision of multimedia products and services and is desirous at the request of the Customer to provide to the Customer, GO LIGHTSPEED Broadband Service, which will allow the Customer the access to the Internet on the terms and conditions set forth herein, as may be amended from time to time by GO LIGHTSPEED (hereinafter referred to as "the Service").

2. Definitions

"Agreement" means the completed Application Form (and its attachment(s)) and the terms and conditions herein. "Application Form" means the application form to which these terms and conditions are attached requesting particulars from an applicant offering to become a Customer (hereinafter defined) and furnishing the required and genuine information. Such application form and these terms and conditions shall form the Agreement. "Customer" under this Agreement shall mean a natural person other than a minor and shall include corporate body, partnership, association, company, government and/or non-government organization whose application to enter into this Agreement is accepted by GO LIGHTSPEED and shall include his successors and permitted assigns and is synonymous with the term "subscriber" or "applicant" wherever used in other correspondence or documents. "Commencement Notice" means the notice issued by GO LIGHTSPEED to the Customer specifying the date of commencement of the Service. The Commencement Notice shall also contain the Customer's Internet Protocol (IP) address or login name and password, as the case may be. "Leased Equipment" means the equipment leased from GO LIGHTSPEED for the provision of the Service to the Customer. "GO LIGHTSPEED" means Go Lightspeed Broadband Sdn. Bhd. (379162-M), a company incorporated under the laws of Malaysia with its business address at Level 7-1, C P Tower, 11 Jalan 16/11 Pusat Dagang Seksyen 16, 46350 Petaling Jaya, Selangor Darul Ehsan, Malaysia. "Go Lightspeed Broadband Service" means a high speed access service which provides connection to the internet. "Minimum Subscription Period" means the minimum period for subscription of the Service by the Customer as specified in Clause 3 herein. "User Account" means an account under the name of the Customer in relation to the Service subscribed by the Customer. Words and expressions denoting the singular include plural numbers and words and expressions denoting the plural shall include the singular number unless the context otherwise requires. Words denoting natural persons include bodies corporate, partnerships, sole proprietorship, joint ventures and trusts. The expression "him" or any other expressions appearing herein shall be deemed to include the masculine and feminine, plural thereof where the context so admits.

3. Commencement of Service

The Service shall commence and this Agreement will become effective upon approval and execution by Go Lightspeed. The minimum subscription period for the Service is one (1) year from the date of Commencement of Service.

4. Application for the Service

- 4.1 The Customer warrants that he has the legal capacity to enter into this Agreement and is not a minor
- 4.2 If the Customer is a body corporate, the Customer hereby warrants that it has the required corporate authority to enter, execute and be bound by the terms and conditions of this Agreement.
- 4.3 The Customer is required to submit accurate, current and complete information of the Customer for the purpose of subscribing to the Service and the Customer hereby undertakes to update such information in the event of any change thereto.
- 4.4 Supporting documents accompanying the Customer's application for subscription to the Service shall be required to be submitted to GO LIGHTSPEED together with the Application Form. The required supporting documents are as follows:
 - 4.4.1 For Malaysians:
 - a. Residential – a copy of the individual's identity card (both sides)
 - b. Sole proprietor or partnership – a copy of either the Customer's business license, Form D, B or A;
 - c. Company – a copy of Form 9, Form 49, Form 24 or Form 13.
 - 4.4.2 For Foreigners:
 - a. Residential – a copy of the Customer's passport
 - b. Company – a copy of either the Customer's Form 79, 80, 80A or 83.
 - 4.4.3 In the case of companies, sole proprietorship or partnership, all supporting documents must be duly certified by the Authorized Representative of the Customer.

5. Fees

- a. The fees of the Service shall be at the applicable rate indicated in the Application Form or such rates as may be prescribed by GO LIGHTSPEED from time to time.
- b. Payment for the fees shall accrue from the commencement date. The commencement date shall be the date of the Service commences. The Customer shall be liable for and shall promptly pay on demand all charges, fees, rentals, costs or other amounts whatsoever as shown in GO LIGHTSPEED's bill notwithstanding that the Customer disputes the same for any reason(s) whatsoever.
- c. In the event that Customer terminates his account at any time before the end of the month after the Minimum Subscription Period, the Customer shall be liable to pay to GO LIGHTSPEED the full fees for the Service for the said month.
- d. In the event GO LIGHTSPEED's staff and/or authorized agents are called upon to attend to a fault at the Customer's premise, GO LIGHTSPEED reserves the right to impose charges for the visit if the fault is not attributable to any of the Leased Equipment or network.

6. Payment

- a. In the event the amount stated in GO LIGHTSPEED's bill or part thereof remains unpaid after the due date, GO LIGHTSPEED reserves the right to charge interest on the sum that remains unpaid as aforesaid at the rate to be specified in GO LIGHTSPEED's bill from the due date to date of full payment.
- b. The billing date will commence from the date the Service is rendered to the Customer.
- c. The Customer hereby acknowledges that non-receipt of statement of account, bill, statement or any correspondence in relation to the Service subscribed shall not be a valid reason to hold back or delay any outstanding payment for the Service.

7. Alteration / Modification

Any alteration to the Service configuration, and/or relocation of the Service based on Customer's request is chargeable to the Customer at a rate to be specified by GO LIGHTSPEED from time to time.

8. Change of Service Package Plan

Any request by the Customer for upgrade of his package plan shall be subject to GO LIGHTSPEED's approval. For any allowable upgrades in the Service package plan, installation fee will be charged to the Customer at a rate as specified by GO LIGHTSPEED from time to time.

9. Customer's Responsibilities

The Customer shall:

- a. Not resell or sublet the Service to any third parties without prior written consent from GO LIGHTSPEED ;
- b. Be responsible for the set-up or configuration of his own equipment for access to the Service;
- c. Comply with all notices or instructions given by GO LIGHTSPEED from time to time in respect of the use of the Service;
- d. Be solely responsible for obtaining, at his own cost, all licenses, permits, consents, approvals, and intellectual property or other rights as may be required for using the Service;
- e. Comply with the rules of any network through which the Customer has access to the Service;
- f. Conform to internet etiquette that is required by the electronic forum;
- g. Be solely responsible for all information retrieved, stored and transmitted by the Customer through the use of the Service;
- h. Obtain GO LIGHTSPEED's prior approval before making any changes to the network configuration and interconnecting the private network to any public network;
- i. Provide basic infrastructure for installation of Leased Equipment including but not limited to internal wiring;
- j. Pay and settle all Fees and any other charge due to GO LIGHTSPEED in accordance with this Agreement;
- k. Provide accurate and complete information in the Application Form and when requested by GO LIGHTSPEED ;
- l. Abide and adhere to the terms and conditions of this Agreement;
- m. Not use the Service in any manner, which in the opinion of GO LIGHTSPEED may adversely affect the use of the Service by other Customers or efficiency or security as a whole;
- n. Be responsible to maintain in good condition any equipment leased from GO LIGHTSPEED. In the event GO LIGHTSPEED's Leased Equipment is faulty due to Customer's negligence, Customer shall bear the cost of the Leased Equipment according to its depreciated value which shall be determined by GO LIGHTSPEED.

10. Prohibited Use

- a. To comply with and not to contravene applicable laws of Malaysia relating to the Service;
- b. Not to use the Service for any unlawful purpose including and without limitation to criminal purposes;
- c. Not to use the Service to send or receive any message which is offensive on moral, religious, racial or political grounds or which may cause any anxiety to any person including a company or a corporation;
- d. Not to compromise any computer virus to any systems;
- e. Not to infringe any intellectual property rights;
- f. Not to gain unauthorized access to any computer system connected to the internet or any information regarded as private by other person including a company or a corporation;
- g. Not to share the Service with any person including a company or corporation without the prior written approval of GO LIGHTSPEED and shall use the Service only for the purpose for which it is subscribed; and shall not be allowed to resell or sublet the Service without prior written consent of GO LIGHTSPEED;

11. Security and Other Features

- a. The Customer shall take all such measures as may be necessary to protect his own system and network.
- b. The Customer shall be responsible for maintaining the confidentiality of his passwords, if any, (including without limitation changing his passwords from time to time) and shall not reveal the same to any other person. Where user identification is necessary to access the Service, the Customer shall use only his user identification.
- c. The Customer shall inform GO LIGHTSPEED within twenty four (24) hours if the User Account, user identification or password is stolen or lost. Until such report has been made, the Customer shall be responsible for all transactions and access using the User Account, user identification or password by any third party and GO LIGHTSPEED shall not be held responsible for any prohibited and/or unauthorized use of the Service as provided in this Agreement.

12. Leased Equipment

- 12.1 In connection with any Leased Equipment that may be provided by GO LIGHTSPEED for use of the Service:
 - a. The Customer shall take appropriate measures to safeguard the Leased Equipment;
 - b. The Customer shall properly maintain and keep the Leased Equipment in a safe place;
 - c. The Customer shall adhere to all instructions and notice (written or otherwise) given by GO LIGHTSPEED from time to time regarding the use of such Leased Equipment;
 - d. The Customer shall be responsible for all costs of repairs incurred in relation to the equipment in the event GO LIGHTSPEED determines that any fault in such equipment is caused by the Customer;
 - e. The Customer shall return and surrender the Leased Equipment to GO LIGHTSPEED in the same condition as and when it is provided to the Customer, normal wear and tear accepted, upon termination of the Service.

13. Customer's Equipment Installation

- a. The Customer shall prepare all applicable Customers' equipment in accordance with any specification GO LIGHTSPEED may provide to the customer in relation to the Service. The Customer shall further ensure that the said Customer's equipment is in good condition and has proper set-up for purposes of installation of additional configuration and installation of software to the said Customer's equipment by GO LIGHTSPEED.
- b. The installation of the configuration and software for the Customer's equipment can be conducted by the Customer themselves as per GO LIGHTSPEED's guidelines. The Customer acknowledges that such installation shall be at the Customer's own risk.
- c. GO LIGHTSPEED shall not be liable in any way whatsoever for any loss or damage to any property or injury to any person howsoever caused, whether negligent or otherwise arising out of any installation and/or configuration where such task is conducted by the Customer and/or GO LIGHTSPEED.

14. Lawful Purpose

The Customer shall only use the Service for lawful purposes. Transmission of any material in violation of any international, Federal, State or Local Laws and regulations is prohibited. These include, but shall not be limited to copyrighted material, material legally judged to be

threatening or obscene, pornographic, profane, or material protected by trade secrets. These also include links or any connection to such materials. Customer also warrants that Customer has the right to use any applicable trademark featured in Customer's web site.

15. Suspension of Service

15.1 Without prejudice to any other rights or remedies and notwithstanding any waiver by GO LIGHTSPEED of any previous breach by Customer, GO LIGHTSPEED may suspend the Service for a period at GO LIGHTSPEED's discretion in the event that:

- a. any fee and/or payment due here under for the Service provided is not settled in full on due date;
- b. in the event that the Customer fails to comply with the terms of this Agreement;
- c. for maintenance of GO LIGHTSPEED's equipment and telecommunication systems;
- d. scheduled or unscheduled outages which causes interruption to the Service.

15.2 For suspension of the Service due to clause 15.1(b), GO LIGHTSPEED may if it deems appropriate at its sole discretion and upon such terms, as it deems proper reconnect to the service, in which event this Agreement shall continue as if the same has not been suspended. GO LIGHTSPEED shall have the right to impose on the Customer a reconnection fee at a rate as specified by GO LIGHTSPEED from time to time.

16. Change of Customer's Details

The Customer undertakes to inform GO LIGHTSPEED of any change to the Customer's information provided earlier to GO LIGHTSPEED within seven (7) days of such changes. Failure on the Customer to notify such changes shall constitute a breach of terms and conditions of this Agreement and GO LIGHTSPEED reserves the right to suspend, disconnect the Service or terminate this Agreement.

17. Termination

a. Without prejudice to any other rights or remedies of the parties under this Agreement or at law, either party may terminate this Agreement if the other:

- i. breaches any term, condition, undertaking or warranty under this Agreement and such breach shall remain un-remedied for a period of thirty (30) days after receipt of the written request to remedy the same;
- ii. becomes bankrupt or enters into any composition or arrangement with or for the benefit of creditors or either party or allow any other judgment against either party to remain unsatisfied for the period of thirty (30) days;

b. Without prejudice to any other rights or remedies of GO LIGHTSPEED under this Agreement or at law, GO LIGHTSPEED may terminate this Agreement by giving the Customer fourteen (14) days notice, in writing, if the Customer:

- i. fails to comply with GO LIGHTSPEED's policy(ies) and/or instruction(s) communicated to the Customer in writing;
- ii. is in breach of any provision under the Communication and Multimedia Act, 1998 or any other rules, regulations, by-laws, acts, ordinances or any amendment to the above.

c. Notwithstanding the above, GO LIGHTSPEED may terminate the Service under this Agreement immediately, without penalty, if:

- i. the Customer fails to make payment of Fees, Charges and/or any sum due to GO LIGHTSPEED within the stipulated time;
- ii. the Customer fails to comply with the terms of this Agreement, and or GO LIGHTSPEED, in its sole discretion is of the opinion that such breach shall not be tolerated and shall not fall under provision of clause 17A(i) above;
- iii. The Customer provided false or incomplete information to GO LIGHTSPEED; and/or
- iv. Due to an event of Force Majeure which continues for a period of more than sixty (60) days.

d. Such termination, as hereinbefore mentioned in Clauses 17b and 17c, shall not prejudice the right of GO LIGHTSPEED to recover all charges, costs and interests due and any other incidental damages incurred thereto.

e. This agreement may be terminated by either Party upon thirty (30) days written notice to the other Party.

f. Notwithstanding Clause 17e above, this Agreement, can only be terminated by the Customer upon expiry of the one (1) year minimum subscription period.

g. If the Customer terminates his account within the minimum subscription period, the Customer shall be responsible for fees chargeable for the service for the remainder of minimum subscription period.

h. Upon termination of the Service or the Agreement, all monies owing by the Customer to GO LIGHTSPEED shall immediately become due and payable and the Customer shall upon demand by GO LIGHTSPEED settle all amounts within the time stipulated by such demand.

i. Any Fee and/or Charge paid shall not be refundable upon termination of the Service by the Customer.

j. GO LIGHTSPEED shall not be liable to the Customer for any claim for damages or costs of any nature whatsoever arising out of discontinuance of the Service or termination or expiration of this Agreement in accordance with its terms including but not limited to any claim for loss of profits or prospective profits or for anticipated loss.

18. Indemnity

a. The Customer undertakes and agree to indemnify, save and hold harmless GO LIGHTSPEED at all times against all actions, claims, proceedings, cost, losses and damages whatsoever including but not limited to libel, slander or infringement of copyright or other intellectual property rights or death, bodily injury or property damage howsoever arising which GO LIGHTSPEED may sustain, incur or pay, or as the case may be, which may be brought or established against GO LIGHTSPEED by any person including a company or corporation whomsoever arising out of or in connection with or by the reason of the operation, provision or use of the Service and/or equipment under, by reason of or pursuant to this Agreement and which are attributable to the act, omission or neglect of the Customer, his servants or agents.

b. GO LIGHTSPEED shall not be liable for any loss or damages sustained by reason of any disclosure, inadvertent or otherwise in any information concerning the Customer's account particulars. Neither shall GO LIGHTSPEED be liable for error, omission, loss or inaccuracy whether or not due to GO LIGHTSPEED's neglect.

c. GO LIGHTSPEED shall use its best endeavor to ensure the continuity and efficiency of the Service at all times but shall not be liable for any loss, damage, consequential or otherwise, arising out of any failure of the Service caused unless such default, error, omission or loss is due to the neglect of GO LIGHTSPEED. Notwithstanding the aforementioned, the extent of GO LIGHTSPEED's liability shall be limited to correcting the service.

19. Disclaimer

a. The Service is provided on an "as is" basis. GO LIGHTSPEED makes no warranty of any kind, either expressed or implied, including, but not limited to, warranties of accuracy and expressly disclaims all implied warranties, including, but not limited to warranties of merchantability or fitness for a particular purpose.

b. GO LIGHTSPEED gives no warranty in respect of any Leased Equipment that is provided to the Customer and shall not be liable to the Customer for any cost, claim, liability, expense, demand or damage whatsoever (including any loss of profits, loss of savings or

incidental or consequential damages), arising out of the Customer's inability to use such Leased Equipment, even if GO LIGHTSPEED or any of its authorized representatives have been advised of the possibility of such damage, or for any claim by any other person including a company or corporation whomsoever

c. While every care is taken by GO LIGHTSPEED in the provision of the Service, GO LIGHTSPEED shall not be liable for any loss of information howsoever caused whether as a result of any interruption, suspension, or termination of the Service or otherwise, or for the contents accuracy or quality of information available, received or transmitted through the service.

d. The Customer shall be solely responsible, and GO LIGHTSPEED shall not be liable in any manner whatsoever, for ensuring that in using the Service all applicable laws, rules and regulations for the use of any telecommunications systems, service or equipment shall be at all times complied with.

20. Compliance with the applicable laws

The customer shall comply with and not to contravene all applicable laws of Malaysia relating to the Service including but not limited to Communication and Multimedia Act 1998, and subsidiary legislations, others, with Acts of Parliament, local by-laws, rules and regulations issued by relevant Government Bodies and/or Authority.

21. Confidential Information

Except with the prior written consent of GO LIGHTSPEED, the customer shall not at any time communicate to any person any confidential information disclosed to him for the purpose of the provision of the Service or discovered by him in any course of the provision and the performance of the Service.

22. Assignment

The customer shall not assign any of his rights or obligations under this Agreement to any other person whomsoever except the prior written approval of GO LIGHTSPEED. GO LIGHTSPEED may assign or novate this Agreement or any part thereof to any body corporate which is the parent company, subsidiary or related company of GO LIGHTSPEED and consent for the abovementioned is hereby given by the Customer.

23. Binding on Successor

The terms and conditions are binding upon the successors, executors, administrators, personal representative and assign of the Customer and upon the substitute and assigns of GO LIGHTSPEED.

24. Force Majeure

GO LIGHTSPEED shall not be liable to any breach of this Agreement arising from cause beyond its control including but not limited to Acts of God, insurrection of civil disorder war or military operation, national or local emergency, acts or omissions of government, highway authority or other competent authority, industrial dispute of any kind (whether or not involving GO LIGHTSPEED employees), fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies for whom GO LIGHTSPEED is not responsible or any other cause whether similar or dissimilar outside GO LIGHTSPEED's control.

25. Governing Law

This Agreement shall be governed and constructed in accordance with the laws of Malaysia.

26. Service Restrictions

Customers are not allowed to sell the Leased Equipment to another interested party. It is the Customer's responsibility to notify GO LIGHTSPEED on the termination or transfer of the Service to third party prior to any transfer or termination.

27. Variation

GO LIGHTSPEED reserves the rights to amend the Terms and Conditions herein contained and/or the specific terms at any time and the Customer shall be bound by the amended Terms and Conditions. Notice of the amendment may be given by GO LIGHTSPEED to the customer in such manner as GO LIGHTSPEED deems appropriate.

28. Severability

If any provision herein contained should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provision shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.

29. Indulgence and waiver

a. No delay or indulgence by GO LIGHTSPEED in enforcing any terms and condition of this Agreement or granting of time by GO LIGHTSPEED to the Customer shall prejudice the rights or powers of GO LIGHTSPEED under this Agreement or at law

b. Failure by GO LIGHTSPEED to exercise any part or all its rights under the terms and conditions of this Agreement or any partial exercise shall not act as waiver of such rights nor shall any waiver by GO LIGHTSPEED of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.

30. Notice

All notices, requests or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post or legible telefax addressed to the Party at his address set out in this Agreement or to such other address of facsimile number as a Party may from time to time. Such notice, requests or other communications shall be deemed to have been given by facsimile immediately after transmission thereof or if sent to post, forty-eight hours after posting.

31. Customer's Acknowledgement

31.1 The Customer hereby acknowledges that:

a. He has read or fully understood all the terms and conditions herein upon signing the Application Form and agrees to be bound by the same upon GO LIGHTSPEED accepting the application;

b. The details and documents provided to GO LIGHTSPEED together with the GO LIGHTSPEED to conduct independent verification of the same with any organization or bodies;

c. Notwithstanding the above, GO LIGHTSPEED reserves the right to reject the application or requires the Customer to furnish further details or documents as GO LIGHTSPEED deems fit and necessary without reserving any reason whatsoever.

31.2 The Customer further acknowledges that:

a. It is GO LIGHTSPEED's policy to use the Customer's data and personal information acquired through the negotiation process or through the Customer's use of GO LIGHTSPEED's products and services for its business purposes.

b. GO LIGHTSPEED may use the Customer's personal information for the internal purposes of customizing advertisements and content on the website(s) and GO LIGHTSPEED's partnersites, providing information to the Customer of other products and services available from GO LIGHTSPEED and its affiliate, processing and fulfilling Customers request for products and service, responding to Customer inquiries, conducting research for improvement of the Service and statistically analyze and the general operation and maintenance of the Service and its related website(s).

c. GO LIGHTSPEED will disclose the Customer's 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 or property of GO LIGHTSPEED and its users.