



SERVICE SPECIFIC TERMS AND CONDITIONS – CPA BULK SMS

1. VALIDITY OF SERVICE SPECIFIC TERMS AND CONDITONS

- 1.1. This Service Specific Terms and Conditions gives a description of accessibility, functionality and charging model, which the Parties have agreed.
- 1.2. This Service Specific Terms and Conditions shall have no validity on its own except as an annexure to the General Terms and Conditions.

2. SERVICE DESCRIPTION

- 2.1. This Service gives you the opportunity to send SMS to and receive SMS from the Customers utilising a short code as specified in Clause 3.2. The Customers shall not be charged for receiving the SMS sent by you; however, the Customer shall be charged the normal SMS rates when sending SMS to you.
- 2.2. We shall not be liable in any way whatsoever for the content of your SMS. When the Service is used for the specific purposes set out in Clause 5 of these Service Specific Terms and Conditions, the conditions specified in the same clause shall apply.

3. ACCESSIBILITY

- 3.1. You shall be given access to our Infrastructure in accordance with the Technical Specifications Document provided by us. You agree that access to our Infrastructure is dependent upon your Equipment conforming to our specifications.
- 3.2. We shall assign an exclusive 5-digit Short Code to you to allow the Customers to access to your Content. We shall at our sole and absolute discretion and to the best of our ability not change the 5-digit Short-Code for the full term during which this Agreement is in force and will not allow any other party to use such 5-digit Short Code in relation to any Service which compete directly or indirectly with you under this Agreement, for a period of at least six (6) months after the termination of this Agreement.
- 3.3. When a Short Code is assigned to you for the Service, you will not have any rights to this Short Code except for the sole purpose of using the Service in accordance with this Agreement. You shall not sell, transfer, agree to sell or agree to transfer this Short Code to anyone else. You must not apply or try to apply for registration of this Short Code as any intellectual property rights including without limitation to trademark, whether on its own or with any word or mark.
- 3.4. We may, for operational or technical reasons or compliance with any requirement of the relevant Regulatory Authority or other authority, withdraw or change any Short Code allocated to you. However, we will, where it is possible to do so, endeavour to give you reasonable notice prior to the withdrawal or change of Short Code.

4. YOUR OBLIGATIONS TOWARDS END USER

- 4.1. You shall be responsible for the development, presentation, operations, and customer service of the Content provided. We shall not have any responsibility in relation to any editorial capacity or whatsoever.
- 4.2. You shall be solely responsible to notify the Customers of the price for the usage of the Service offered by you. You hereby agree to take all reasonable steps necessary to notify the Customers of the price for the usage of the Service offered by you.
- 4.3. When the Customers order erroneously, or use a service that does not exist, you shall not charge the Customers when returning the error message to the Customers. Nevertheless, you shall reserve the right to charge the Customers when you send them help message(s) in relation to the Content provided by you.



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- 4.4. You agree that you shall only advertise the price of the Content excluding the normal General Packet Radio Service ("GPRS") and MMS charges, and include your advertisement that normal GPRS and MMS charges, where applicable, shall apply in addition to the Content charges.
- 4.5. You shall be solely responsible to clearly notify the Customer on how to opt-out of the Service including but not limited to subscription based Service or Content.

5. ADVERTISEMENT

- 5.1. The distribution of Advertising to mobile telephone subscribers requires particular care on the part of the advertiser in order to avoid unwanted intrusion into the subscriber's mobile telephone use:

Conditions for Advertising

- a) You shall avoid massmail unsolicited junk or unwelcome messages ("Spamming").
- b) Unless requested by the Customers, you shall not send any SMS or messages to such Customers (For the avoidance of doubts, we shall not provide any data base details whatsoever).
- c) It shall be easy for the Customers to be removed from the distribution lists. When such a request is received from the Customers, the said removal shall take without undue delay and no subsequent messages are to be forwarded to the said Customers.
- d) Messages which are distributed shall contain the name of the party providing the Content.
- e) SMS shall only be transmitted between 7:00a.m. to 10:00 p.m. Should you require to transmit any SMS(es) outside the time frame specified herein, you shall serve at least two(2) working days prior written notice to us.
- f) Any legislation and requirements of the authorities in connection with distribution of SMS advertising must be adhered to at all times.
- g) We assume no editorial responsibility for the Content, which shall remain entirely your responsibility and must adhere to the current laws and regulations of Malaysia.

If you fail to satisfy the above-mentioned requirements and that default is capable of being rectified but remains not rectified within five (5) working days upon receipt of written notice of such default from us, we shall have the sole and absolute right and discretion to discontinue your connection to our Infrastructure with immediate effect without giving any prior notice.

6. CHARGES

- 6.1. All Charges given in these Service Specific Terms and Conditions form the base of the payment solution. Charges given in this Service Specific Terms and Conditions form the base of the payment solution. Please be informed that the Charges as stated herein is subject to change from time to time in accordance to Clause 21 of the General Terms and Conditions.

Description	Rates (RM)
One-time setup fee per Short Code	2,000.00
Monthly charge per Short Code	500.00
Advance payment as deposit	1,600.00



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The abovementioned one-time setup fee shall become payable upon submission of the relevant Service Order Form and this fee is non-refundable for whatsoever reason. The advance payment stated above will only be refunded if mutually agreed upon by the Parties.

- 6.2. Prices for usage based on number of SMS transmitted per month.

Total Volume per short code per Month	Rates (RM)
0 - 20,000	0.09
20,001 – 100,000	0.07
100,001 and above	0.05

The rates are cumulative, such that however many SMS are transmitted, the rate for each of the first 20,000 messages is always charged at RM0.09, for the following 80,000 messages at RM0.07, and so on. For the avoidance of doubts, for each SMS sent by you and transmitted through the Infrastructure but not successfully received by the Customer shall be charged in accordance to table herein.

- 6.3. Until otherwise stated, SMS is not allowed to be transmitted to other network operators in Malaysia.

7. PAYMENT

- 7.1. The Service's invoice is based on the number of SMS transmitted by DiGi on your behalf under this Service Specific Terms and condition per month as well as all relevant Charges shall be given to you on a monthly basis.
- 7.2. Both Parties hereby agree that the said invoice provided by us shall be the conclusive document used to settle all payment payable by you. Both Parties hereby agree that the said invoice provided by us shall be the only document used to settle all amount payable by you. Nevertheless, in the event of an inconsistency of more than five percent (5%) between the said invoice and your own report, the said variance being based on the number of transactions in the invoice, both Parties agree to review the disparity amicably by comparing the two documents and both Parties shall carry out an investigation at its own cost and expenses to ascertain the cause of the said disparity by reviewing all possible aspects including but not limited to our Infrastructure and your equipment and rectify (if relevant), discuss and settle the amount payable.
- 7.3. You shall pay the outstanding amounts within thirty (30) days from the date of invoice. In the event of late payment, an interest on due and unpaid amounts is payable at the rate of two percent (2%) per annum above the CIMB Bank Berhad's Base Lending Rate (BLR) calculated on a daily basis until full and final settlement by you.
- 7.4. The Parties also agree that in the event of non-payment of any amounts due and owing to DiGi within the stipulated time period, DiGi shall have the sole and absolute right and discretion to suspend or disconnect the Service until and unless all outstanding amounts are settled.
- 7.5. For the avoidance of doubt, Clauses 12 and 13 of the General Terms and Conditions will not be applicable.



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8. CONTACT INFORMATION

- 8.1. You are responsible to provide customer service contact information to the Customers for the Content provided.



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8.2. Your customer service contact information for the Customers shall be made known to us. The contact information shall be furnished in the Service Order Form when applying for the Service.

9. VARIATION

9.1. Any variation in these Service Specific Terms and Conditions are subject to Clause 21 of the General Terms and Conditions.

(version dated : 2009.09.01)