



1. VALIDITY OF SERVICE SPECIFIC TERMS AND CONDITONS

- 1.1. This Service Specific Terms and Conditions gives a description of accessibility, functionality and revenue sharing 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. PRODUCT DESCRIPTION

- 2.1. The Service gives you the opportunity to revenue share with us on the amount billed for each successful transaction to the Customers, for the usage of the SMS based Service provided by you. We shall be responsible for the payment solution towards the Customers as stated in Clause 13 of the CPA General Terms and Conditions.
- 2.2. You will only be entitled to receive payment for SMS transactions sent and/or delivered through the Infrastructure.

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 SMS charges, and include your advertisement a statement to indicate that normal SMS charges 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 each time a service or content is delivered or sent to the Customer including but not limited to subscription based service or Content.

5. CHARGES AND REVENUE SHARE

- 5.1. 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 and the Charges will be in accordance with the rates in our prevailing schedule available at the Website.

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

The above mentioned 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.

- 5.2. The following are the applicable Content price categories and their corresponding Revenue Share that are used in this Service:

Content price (RM)	Revenue Share	
	Content Provider's Share (RM)	DiGi's Share (RM)
0.1	0.06	0.04
0.2	0.12	0.08
0.3	0.18	0.12
0.4	0.24	0.16
0.5	0.3	0.2
0.6	0.36	0.24
0.7	0.42	0.28
0.8	0.48	0.32
0.9	0.54	0.36
1	0.6	0.4
1.5	0.9	0.6
2	1.2	0.8
2.5	1.5	1
3	1.8	1.2
3.5	2.1	1.4
4	2.4	1.6
4.5	2.7	1.8



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5	3	2
5.5	3.3	2.2
6	3.6	2.4
6.5	3.9	2.6
7	4.2	2.8
7.5	4.5	3
8	4.8	3.2
8.5	5.1	3.4
9	5.4	3.6
9.5	5.7	3.8
10	6	4

- 5.3. For each SMS sent by you utilising the Content prices stated in the table above, we shall impose a charge of seven sen (RM0.07) which shall be borne solely by you.
- 5.4. In addition to the Content prices stated in the table above, you may also choose not to charge the Customers by utilising the Zero-rated Mobile Terminating ("ZMT") price category. ZMT is used when you would like to send content free of charge to the Customers. For each SMS sent as a ZMT by you, we shall impose a charge of nine sen (RM0.09) which shall be borne solely by you.
- 5.5. When utilising the ZMT rate, you shall avoid massmail unsolicited junk or unwelcome messages ("Spamming"). We assume no editorial responsibility in any manner whatsoever for the content of distributed information, which remains your sole and absolute responsibility and must adhere to the current laws and regulations of Malaysia.
- 5.6. All revenue generated from SMS Mobile Originating ("MO") shall not be shared and shall be our sole revenue.

6. CONTACT INFORMATION

- 6.1. You are responsible to provide customer service to the Customers for the Content provided.
- 6.2. 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.

7. VARIATION

- 7.1. Any variation in this Service Specific Terms and Conditions is subject to Clause 21 of the General Terms and Conditions.

(version dated : 2010.08.02)