



### **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 receive Unstructured Supplementary Service Data ("USSD") and send USSD to the Customers utilising a USSD short code as specified in Clause 3.2.

### **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 USSD Short Code to you to allow the Customers to access to your USSD menu. Contents shall be delivered via 5-digit Short Code which is the same 5-digit suffix in USSD numbering assigned to you.
- 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.
- 4.4. You agree that you shall only advertise the price of the Content excluding the normal USSD message charges, and include your advertisement a statement to indicate that normal USSD message 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.

<b>Description</b>	<b>Rates (RM)</b>
One-time setup fee per USSD Short Code	5,000.00
Monthly charge per USSD Short Code	2,000.00

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.

- 5.2. When utilising the USSD, 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.
- 5.3. All revenue generated from USSD 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.

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