



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. The Service allows you to provide Unstructured Supplementary Service Data ("USSD") Push to the Customers.
- 2.2. The USSD Push service allows you to push a USSD message to the Customers who are DiGi subscribers ONLY.
- 2.3. The Customers shall not be charged for receiving the USSD message sent by you..
- 2.4. We shall not be liable in any way whatsoever for the content of your USSD message. 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. In order for us to provide you the Service as provided herein, the following assumptions are to be made:
 - a) The Customers consist of DiGi's mobile subscriber based customers only..

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 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

- b) You shall avoid massmail unsolicited junk or unwelcome messages ("Spamming").
- c) Unless requested by the Customers, you shall not send any USSD messages to such Customers (For the avoidance of doubts, we shall not provide any data base details whatsoever).
- d) 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 effect without undue delay and no subsequent messages are to be forwarded to the said Customers.
- e) Messages which are distributed shall contain the name of the party providing the Content.
- f) USSD message shall only be transmitted between 7:00a.m. to 8:00 p.m. Should you require to transmit any USSD message(s) outside the time frame specified herein, you shall serve at least two(2) working days prior written notice to us.
- g) Any legislation and requirements of the authorities in connection with distribution of USSD advertising must be adhered to at all times.
- h) 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 connection | 5,000.00 |
| Monthly charge per connection | 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.

6.2. Prices for usage based on number of USSD message(s) transmitted per month.

| Total Volume per short code per Month | Rates (RM) |
|--|-------------------|
| 1 - 1million | 0.15 |
| 1,000,001– 3million | 0.13 |
| 3,000,001 – 5million | 0.10 |
| 5million and above | 0.07 |



SERVICE SPECIFIC TERMS AND CONDITIONS – CPA USSD PUSH

The rates are cumulative, such that however many USSD message(s) are transmitted, the rate for each of the first 1million messages is always charged at RM0.15, for the following 2million messages at RM0.13, and so on. For the avoidance of doubt, for each USSD 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, USSD 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 USSD message transmitted by DiGi on your behalf under this Service Specific Terms and condition per month as well as all relevant Charges shall be charged 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, We shall have a right to impose 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.

8. CONTACT INFORMATION

- 8.1. You are responsible to provide customer service contact information to the Customers for the Content provided.
- 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 : 2010.12.16)