



1. VALIDITY OF SERVICE SPECIFIC TERMS AND CONDITONS

- 1.1. This Service Specific Terms and Conditions gives a description of the accessibility, functionality and Service, 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 allows you to provide Wireless Application Protocol ("WAP") Push and Pull services to the Customers.
- 2.2. The WAP Push service allows you to push a WAP message to the Customers while the WAP Pull services allow you to charge your customers when a purchase is made on your WAP site.
- 2.3. The Service gives you the opportunity to charge the Customers for the WAP based Content provided by you. This Content is defined as content delivered via a WAP interface to a mobile phone and revenue share with us on the amount billed for each successful transaction to the Customers, for the usage of the content. We shall be responsible for the payment solution towards the Customers as stated in Clause 13 of the CPA General Terms and Conditions.
- 2.4. You will only be entitled to receive payment for the Content 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 shall agree that the access to our Infrastructure is dependent upon your Equipment conforming to our specifications.
- 3.2. In order for us to provide you the said payment solution with regards to the Service as provided herein, the following assumptions are to be made:
 - a) The Customers consist of DiGi's mobile subscriber based customers, or customers that DiGi is entitled to charge, subject to any relevant agreement that DiGi may have entered into.
 - b) The said customers stated above are customers already connected to our Infrastructure without limitation to our WAP access point with a data connection in which their Mobile Station Integrated Services Digital Network ("MSISDN") numbers are transmitted through our Infrastructure.

4. DELIVERY OF MSISDN

- 4.1. We shall provide you with the Customer's MSISDN in order that you may provide your Content to the Customers and you undertake that your usage of the MSISDN is for its intended purposes only and subject to Communications and Multimedia Act 1998 (the "CMA 1998") or any law that is being enacted in Malaysia which regulates the sending of electronic messages to the Customers.

5. YOUR OBLIGATIONS TOWARDS END USER

- 5.1. 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.



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- 5.2. You shall constantly provide information to the Customers on how to opt out of your services including without limitation to the subscription based Content, periodical marketing updates and the like.
- 5.3. You shall be solely responsible to clearly 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. For the WAP Pull Service, the exact price of the Service must be clearly displayed on the WAP site especially at the point where the Customers will be charged.
- 5.4. 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.
- 5.5. You agree that you shall only advertise the price of the Content excluding the normal General Packet Radio Service ("GPRS") or SMS charges, and include your advertisement for WAP Pull service that normal GPRS charges shall apply in addition to the Content charges.
- 5.6. 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.

6. CHARGES AND REVENUE SHARE

- 6.1. 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.

WAP Push service

| Description | Rates (RM) |
|-----------------------------------|------------|
| One-time setup fee per connection | Waived |
| Monthly Charges per connection | Waived |

WAP Pull service

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

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. The advance payment stated above will only be refunded if mutually agreed upon by the Parties.



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

WAP Push Content prices *

| Content price (RM) | Revenue Share | |
|--------------------|-------------------------------|-------------------|
| | Content Provider's Share (RM) | DiGi's Share (RM) |
| 0.00 | 0.00 | 0.00 |
| 0.10 | 0.07 | 0.03 |
| 0.20 | 0.14 | 0.06 |
| 0.30 | 0.21 | 0.09 |
| 0.40 | 0.28 | 0.12 |
| 0.50 | 0.35 | 0.15 |
| 0.60 | 0.42 | 0.18 |
| 0.70 | 0.49 | 0.21 |
| 0.80 | 0.56 | 0.24 |
| 0.90 | 0.63 | 0.27 |
| 1.00 | 0.70 | 0.30 |
| 1.50 | 1.05 | 0.45 |
| 2.00 | 1.40 | 0.60 |

* Remarks : For WAP Push message that is intended for premium WAP content or download, the said WAP Push message shall be sent at no cost to the Customer or at the maximum at a fee of twenty sen (RM0.20).

WAP Push Infrastructure Cost

| | For Each WAP Push Message Using Non-ZMT | For Each WAP Push Message Using ZMT |
|---------------------|---|-------------------------------------|
| Infrastructure Cost | RM0.07 per SMS [^] | RM0.11 per SMS [^] |

[^] Remarks : A WAP Push message may consist of a maximum of one hundred and fifty (150) characters for the text and two hundred (200) characters for the WAP URL. The WAP Push message is also a binary SMS comprising of one or more SMSes. Thus the corresponding infrastructure cost is calculated based on the number of SMS sent in the WAP Push message.



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WAP Pull Content prices

| Content price (RM) | Revenue Share | |
|--------------------|-------------------------------|-------------------|
| | Content Provider's Share (RM) | DiGi's Share (RM) |
| 0.00 | 0.00 | 0.00 |
| 0.10 | 0.07 | 0.03 |
| 0.20 | 0.14 | 0.06 |
| 0.30 | 0.21 | 0.09 |
| 0.40 | 0.28 | 0.12 |
| 0.50 | 0.35 | 0.15 |
| 0.60 | 0.42 | 0.18 |
| 0.70 | 0.49 | 0.21 |
| 0.80 | 0.56 | 0.24 |
| 0.90 | 0.63 | 0.27 |
| 1.00 | 0.70 | 0.30 |
| 1.50 | 1.05 | 0.45 |
| 2.00 | 1.40 | 0.60 |
| 2.50 | 1.75 | 0.75 |
| 3.00 | 2.10 | 0.90 |
| 3.50 | 2.45 | 1.05 |
| 4.00 | 2.80 | 1.20 |
| 4.50 | 3.15 | 1.35 |
| 5.00 | 3.50 | 1.50 |
| 5.50 | 3.85 | 1.65 |
| 6.00 | 4.20 | 1.80 |
| 6.50 | 4.55 | 1.95 |
| 7.00 | 4.90 | 2.10 |
| 7.50 | 5.25 | 2.25 |
| 8.00 | 5.60 | 2.40 |
| 8.50 | 5.95 | 2.55 |
| 9.00 | 6.30 | 2.70 |
| 9.50 | 6.65 | 2.85 |
| 10.00 | 7.00 | 3.00 |

- 6.3. When utilising the Zero-rated Mobile Terminating ("ZMT") for the Service, 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.



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- 6.4. All revenue generated from the SMS Mobile Originating ("MO") and/or GPRS traffic initiated by the Customers in relation to this Service shall not be shared and shall be our sole revenue.

7. CONTACT INFORMATION

- 7.1. You are responsible to provide customer service contact information to the Customers for the Content provided.
- 7.2. 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.

8. VARIATION

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

(version dated : 2009.02.27)