

CPA Bulk MMS

1. **VALIDITY OF SERVICE SPECIFIC TERMS AND CONDITIONS**

- 1.1 This Service Specific Terms and Conditions gives a description of the accessibility, functionality and Service, which the Parties have agreed and shall be an integral part of and read together with the Main Terms and Conditions. The order of precedence in case of conflict as stated in the Main Terms and Conditions shall apply.

2. **PRODUCT DESCRIPTION**

- 2.1 This Service gives the Content Provider the opportunity to send Multimedia Message Service ("**MMS**") to and receive MMS from the Customers utilising a short code as specified in Clause 3.2. The Customers shall not be charged for receiving the MMS sent by the Content Provider; however, the Customer shall be charged the normal MMS rates when sending MMS to the Content Provider.
- 2.2 Digi shall not be liable in any way whatsoever for the content of your MMS. When the Service is used for the specific purposes set out in Clause 5, the conditions specified in the same clause shall apply.

3. **ACCESSIBILITY**

- 3.1 The Content Provider shall be given access to Digi's Infrastructure in accordance with the Technical Specifications Document provided by Digi. The Content Provider agree that access to Digi's Infrastructure is dependent upon your Equipment conforming to Digi's specifications.
- 3.2 Digi shall assign an exclusive short code to the Content Provider to allow the Customers to access to your Content. Digi shall at our sole and absolute discretion and to the best of Digi's ability not change the short-code for the full term during which this Service is in force and will not allow any other party to use such short code in relation to any Service which compete directly or indirectly with the Content

Provider under these terms, for a period of at least six (6) months after the termination of this Service.

- 3.3 When a short code is assigned to the Content Provider for the Service, the Content Provider will not have any rights to this Short Code except for the sole purpose of using the Service in accordance with the Main Terms and Conditions. The Content Provider shall not sell, transfer, agree to sell or agree to transfer this Short Code to anyone else. the Content Provider shall 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 Digi 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 the Content Provider.

4. CONTENT PROVIDER'S OBLIGATIONS TOWARDS USER

- 4.1 The Content Provider shall be responsible for the development, presentation, operations, and customer service of the Content provided. Digi shall not have any responsibility in relation to any editorial capacity or whatsoever.
- 4.2 The Content Provider shall be solely responsible to clearly notify the Customers of the price for the usage of the Service offered by you. The Content Provider hereby agree to take all reasonable steps necessary to notify the Customers of the price for the usage of the Service offered by the Content Provider.
- 4.3 When the Customers order erroneously, or use a service that does not exist, the Content Provider shall not charge the Customers when returning the error message to the Customers. Nevertheless, the Content Provider shall reserve the right to charge the Customers when the Content Provider send them help message(s) in relation to the Content provided by the Content Provider.
- 4.4 The Content Provider shall be solely responsible to clearly notify the Customer on how to opt-out each time a Service or content is delivered or sent to the Customer 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. The Content Provider shall avoid mass mail unsolicited junk or unwelcome messages ("**Spamming**").
- b. Unless requested by the Customers, the Content Provider shall not send any MMS or messages to such Customers (For the avoidance of doubts, Digi shall not provide any data base details whatsoever).
- c. The Content Provider shall make it easy for the Customers to be removed from the distribution lists. When such a request is received from the Customers, the said removal shall be effected 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. MMS shall only be transmitted between 8:00a.m. and 7:00p.m.
- f. Any legislation and requirements of the authorities in connection with distribution of MMS advertising must be adhered to at all times.
- g. Digi 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 the Content Provider fails 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 Digi, Digi 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 and are expressed exclusive of Taxes.

The Charges below provided may be subject to change at Digi's sole discretion from time to time. Digi shall provide at least thirty (30) calendar days prior written notice to the Company via electronic-mail prior to the effective revision date.

Monthly Recurring / One-time Set Up Fee (exclusive of Taxes)

Description	Rates(RM)
One-time setup fee per Short Code	2,000.00
Monthly charge per Short Code (without delivery note)	800.00
Monthly charge per Short Code (with delivery note)	1,300.00
Advance payment as deposit	5,000.00
Change of each connectivity (eg VPN, IP address, etc)	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. The advance payment as deposit stated above will only be refunded at the discretion of Digi.

Digi reserves the right to increase the deposit amount from the Content Provider in accordance with the traffic volume and such deposit amount shall be determined by Digi.

Traffic Usage Charges (exclusive of Taxes)

Prices for usage based on number of MMS transmitted per month.

For each MMS sent by you and transmitted through the Infrastructure, Digi shall impose a charge as per the notification on the commercial price. For the avoidance of doubts, for each MMS sent by you and transmitted through the infrastructure but not successfully received by the Customer shall be charged in accordance with the applicable commercial price.

6. Until otherwise stated, MMS is not allowed to be transmitted to other
2 network operators in Malaysia.

7. PAYMENT

- 7.1 Clauses 5, 5A and 5B of the Main Terms and Conditions shall be applicable.
- 7.2 Payments are payable to Digi within thirty (30) calendar days of the date of such invoice, failing which late-payment interest at the rate of two percent (2%) per annum on top of the base rate per annum as indicated by the Malaysian Central Bank shall be imposed on any outstanding payment due until full and final settlement. The right to impose late payment interest shall not prejudice Digi's right to suspend, revoke or terminate the Service, these Specific Terms and Conditions and / or the Main Terms and Conditions.
- 7.3 All payments shall be paid in full amount of the relevant invoice and shall not be withheld due to pending credit or debit Note for other month traffic.
- 7.4 Where interest on any due and unpaid amount remains due and unpaid to Digi, Digi may add the amount of such interest to its next invoice issued to the Company.
- 7.5 Any dispute amount which is less than five percent (5%) of the total amount of the relevant invoice shall not be withheld.
- 7.6 For any rates and traffic usage dispute, the Content Providers must provide documentation which shall include but is not limited to Call Detail Record (hereinafter referred to as "CDR") identifying the time period, appropriate rate, total volume and amount in dispute by Shortcode and documentation detailing the rate agreed upon. For the purposes of clarification, the Parties agree and shall ensure that all records provided herein, shall be as is basis, and Parties agree and undertake not to act or cause to change or alter the records in any manner whatsoever. Parties agree to review the disparity in good faith and amicably and shall endeavor to resolve the dispute within thirty (30) days from the date of receipt of the bill dispute notice.

8. SECURITY

- 8.1 Upon request by Digi, the Content Provider shall provide Digi its audited financial statements, credit reports, and/or other information reasonably requested to determine the creditworthiness.
- 8.2 If at any time Content Provider presents, an undue risk of non-payment, or if it fails to comply with the payment terms of this Service, the Content Provider shall provide to Digi, upon its written request, adequate security drawn on a financial institution, such as a bank guarantee, in the form and from a bank acceptable to Digi. The security shall be in place prior to rendering any Service under the Main Terms and Conditions and this Specific Terms and Conditions to secure payment obligations of the Content Provider.
- 8.3 Failure to provide the security within fourteen (14) days after receipt of Digi's request shall be considered as breach of Main Terms and Conditions and this Specific Terms and Conditions And shall entitle Digi to reject the provision of the Service, suspend the Service or terminate the Main Terms and Conditions (and this Specific Terms and Conditions) with immediate effect by giving a written notification to the Content Provider.
- 8.4 Digi may set-off against the security all or any amount due by the Content Provider that are not paid by the Content Provider. In the event Digi applies any or all of the security against any invoice, the Content Provider shall be obliged to replace such security within seven (7) days from the date of written request by Digi. Digi may be entitled to terminate the Main Terms and Conditions (and this Specific Terms and Conditions) with immediate effect should the Content Provider fail to replace such security.
- 8.5 If for any reason the Main Terms and Conditions (and this Specific Terms and Conditions) is terminated, Digi will have the right to set-off against the security amount, any amounts owed to Digi and the remaining security amount shall be refunded integrally, without interest, provided there is no need for drawing on the security payment amount after termination of the Main Terms and Conditions (and this Specific Terms and Conditions).

9. **CONTACT INFORMATION**

- 9.1 The Content Provider is responsible to provide its customer service contact information to the Customers for the Content provided.
- 9.2 The Content Provider's customer service contact information for the Customers shall be made known to Digi. The contact information shall be furnished in the Service Order Form when applying for the Service. The Content Provider shall be responsible in ensuring that its contact information are updated and shall immediately inform Digi where the Content Provider has updated or is required to update its contact information.