

Content Provider Main Terms and Conditions

These are the Content Provider Main Terms and Conditions (“**Main Terms and Conditions**”) between Digi and Content Provider collectively referred to as “the Parties” and each referred to as “the Party” as the context requires. The Service Specific Terms and Conditions are additional terms and conditions specific to a product and services in Proposals and/or Main Service Order Form or Service Order Form and shall be an integral part of and read together with the Main Terms and Conditions. This Main Terms and Conditions shall be effective on the effective date stated in the Main Service Order Form (“**Effective Date**”).

In the event of conflict of terms, the Service Specific Terms and Conditions shall have priority and precedence over the provisions contained in this Main Terms and Conditions.

Digi is desirous of providing the infrastructure as a conduit to the Content Provider to offer their Content (as hereinafter defined).

Nothing herein shall in any manner prejudice, effect of extinguish any of Digi’s rights and interest in terms and conditions prior to the effective date of these terms.

1. DEFINITIONS AND INTERPRETATION

1.1 Interpretation

In these Main Terms and Conditions, the following words and expressions shall have the meaning ascribed to them below unless otherwise stated herein: –

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party (control meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise).

“Business Day” means any day which is declared by the government of Malaysia as a national public

holiday or state in Selangor means any working day excluding Saturdays, Sundays and Public Holidays in the state of Selangor in Malaysia.

"Charges"

means all setup, connection, re-connection, monthly subscription, usage, cancellation and administrative charges and other fees relating to the Service.

"Commencement Date"

means the agreed date from which the Content is made available to Digi's Customers as specified in Proposals.

"Confidential Information"

means the confidential information of the Parties which relates to the subject matter of these Main Terms and Conditions or information, material and data which may be deemed by either Party and brought to the attention of the other Party to be confidential from time to time and confidential information may include but is not limited to information which relates to :-

- a. the design, specifications and Content of either Party's services;
- b. the personnel, policies, clientele or business strategies of either Party;
- c. any information, material or data of the Customers including but not limited to the Customers' Mobile Subscriber Integrated Services Digital Network ("MSISDN") numbers, types or models of the Customers' mobile phones, usage by the Customers of the content, username and password details of the service rendered by the Customer, product and services and the Customers' aggregated information such as usage pattern and reports, which come into the Content

| | |
|------------------------|--|
| | <p>Provider's possession arising out of the delivery of the content, product and services by the Content Provider. (For avoidance of doubt, such information, material and/or data are intended only for the delivery of the content, product and services in strict accordance with the terms of these Main Terms and Conditions; and</p> <p>d. the terms of these Main Terms and Conditions and the Appendices annexed.</p> |
| <i>"Content"</i> | means the products and services offered to Digi's Customers by the Content Provider as specified in the Proposal(s) and other services offered from time to time. |
| <i>"Customers"</i> | means the customers of Digi or other users who are authorised or deemed to be authorised by Digi to access the Content. |
| <i>"Equipment"</i> | means all servers, routers, access devices and other related equipment, software and facilities owned by Content Provider connected to the Infrastructure. |
| <i>"Force Majeure"</i> | means a natural and unavoidable catastrophe that interrupts the expected course of events; including but not limited to epidemic, pandemic, war, rebellion, civil commotion, strikes, lock-outs and industrial disputes, fire, power failure or disruption, breakdown in any communication network, explosion, earthquake, acts of God, flood, tsunami, drought or bad weather, the unavailability of deliveries or supplies or requisitioning or other act or order by any government or regulatory authorities, council or other constituted body. |

| | |
|---|---|
| <i>"Infrastructure"</i> | means the telecommunications, billing and other necessary infrastructure mutually agreed between the Parties to enable the delivery of the Content to the Customers. |
| <i>"Main Terms and Conditions"</i> | means these terms, including all its Appendices, the Proposals and any amendments or additions or supplemental thereto as mutually agreed by Parties from time to time. |
| <i>"Proposal(s)"</i> | has the meaning as set out in Clause 4.1 (may include any order forms) |
| <i>"Public Holidays"</i> | means any day which is declared by the government of Malaysia as a national public holiday or state in Selangor |
| <i>"Regulatory Authority"</i> | means the Malaysian Communications and Multimedia Commission, its successors-in-title and permitted assigns or any other relevant government authority. |
| <i>"Service(s)"</i> | means any product or service including any value-added features provided by Digi to the Content Provider which are more particularly described in the Service Order Form. |
| <i>"Service Level(s)"</i> | the standards to which the Content Provider must adhere to and/or deliver as described in any Proposals. |
| <i>"Service Order Form or "Main Service Order Form"</i> | means the application form(s) submitted by Content Provider to Digi in respect to the subscription of the Service. |
| <i>"Service Specific Terms and Conditions"</i> | means the specific terms and conditions that may be imposed in respect of any particular Service, including any terms and conditions agreed or accepted by Content |

| | |
|---|--|
| | Provider and Digi for the Service. This shall include any amendments, variations, and/or modifications made thereto from time to time. |
| <i>"Settlement Report"</i> | means the report that shows a summary of the billed transactions generated by the Content Provider over a specific period and / or all other relevant details that supports the amount of revenue payable by Digi to the Content Provider. |
| <i>"SMS"</i> | means a mobile text message within 160 characters or its binary equivalent, which can be sent to and received from a GSM-device. |
| <i>"Short Code"</i> | means short code assigned by Digi in any Proposals. |
| <i>"Tax"</i> | means any applicable goods and services tax, value added tax, consumption tax, indirect tax, service tax under Service Tax Act 2018 ("Service Tax") or tax of similar nature at the prevailing rate, by whatever name called, which may now be or which may be in the future imposed by any relevant government authority. |
| <i>"Technical Specification Document"</i> | means the document that states the necessary technical specifications required in order to utilise the Service. |

1.2. Interpretation

- a. References to Recitals, Clauses, and Appendices are to be construed as references to Recitals, Clauses, and Appendices of these Main Terms and Conditions, unless otherwise provided herein.
- b. Any references to "us" or "we" or "our" or "our self" means Digi, whereas "you" or "your" or "yourself" means the Content

Provider and anyone appearing to Digi to be acting with that person's authority or permission.

- c. All references to provisions of statutes and legislation include such provisions as amended, modified or re-enacted.
- d. The word "law" or "laws" mean any present or future law and legislation and any constitution, decree, judgment, legislation, order, ordinance, statute, treaty, directive, by-law, rule or regulation, the compliance with which is in accordance with the general practice of persons to whom such rule or regulation is addressed.
- e. Words applicable to natural persons shall include any body of persons, company, corporation, firm or partnership incorporated or unincorporated and vice versa.
- f. Words importing a gender shall include any other gender.
- g. Words importing the singular number shall include the plural number and vice versa including the definitions referred to in Clause 1.1.
- h. The headings and sub-headings to the Clauses are for convenience of reference only and shall neither affect the interpretation and construction thereof nor shall limit or extend the language of the provisions to which they refer.
- i. Where any word or expression is defined in these Main Terms and Conditions, the definition shall extend to all grammatical variations and cognate expressions of the word or expression so defined.
- j. For the purpose of calculating any period of time stipulated herein, or when an act is required to be done within a specified period after or from a specified date, the period is inclusive of and time begins to run from the date so specified.
- k. no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of these Main Terms and Conditions or any part of it;
- l. Wherever there shall appear any reference to a time within which an act should be done or agreement reached or consent given, such reference shall be deemed to be read as including the expression "or any other period agreed in writing between the Parties from time to time".
- m. Any technical term not specifically defined in these Main Terms and Conditions shall be construed in accordance with

the general practice of those in that profession to which the term is used.

- n. Any reference to a “business day” is a reference to a day other than Saturday, Sunday, Public Holidays and any other day which is declared as a public holiday in the state of Selangor and any reference to a “day”, “week”, “month” or “year” is a reference to that day, week, month or year in accordance with the Gregorian calendar.
- o. Any reference to “approval” or “consent” shall mean approval or consent in writing.
- p. Monetary references are references to Malaysian currency.

2. **AUTHORITY**

2.1 Each Party represents and warrants that:

- a. it has the power and authority to enter into and perform the Main Terms and Conditions and to grant the rights granted herein.
- b. the execution and performance of the Main Terms and Conditions does not and will not violate or conflict with any undertaking, contract or arrangement with the respective Parties may have with any third party or any law, regulation, ruling or requirements of any government authorities and constitutes the valid and binding obligations of the Parties.

- 2. Each Party covenants with the other that during the term of the Main Terms and Conditions, it shall act in good faith towards the other Party and use its best endeavours to give the other Party such assistance and co-operation as that other Party reasonably requests for the performance of the Main Terms and Conditions.

- 2. Both Parties acknowledge that the provision, receipt and use of the Content herein is non-exclusive and that each Party may, at its sole discretion and from time to time, enter into similar Main Terms and Conditions with other third parties.

The Content Provider further represents to Digi the following:

- 2.
- 4
 - a. It is not wound-up or is in the process of being wound-up and/or each of its directors, partners or individual owners are not a bankrupt or is in the process of being a bankrupt (as the case may be); and
 - b. it has obtained all the necessary business licenses, permits and/or approvals (where applicable) from the relevant authorities to conduct its business and/or activities before accepting the Main Terms and Conditions and shall maintain such business licenses, permits and/or approvals (where applicable) throughout the duration of the Main Terms and Conditions.

3. **DURATION**

- 3.1 The Main Terms and Conditions shall commence on the Commencement Date and shall continue for two (2) years unless otherwise terminated earlier in accordance with the provision of these Main Terms and Conditions ("**Initial Term**"). Upon the expiry of the Initial Term, the Main Terms and Conditions is automatically renewed for successive two (2) year periods unless terminated in accordance with the provisions of the Main Terms and Conditions.

4. **PROPOSAL(S) BY THE CONTENT PROVIDER**

- 4.1 The Content Provider shall forward their Main Service Order Form or Service Order Form (whichever is applicable) and the proposal(s) in writing for the provision of the Content from time to time to Digi for Digi's consideration, this may for avoidance of doubt include the order forms (hereinafter referred to as "**the Proposal(s)**").
- 4.2 The Parties agree that the Proposal(s) to be submitted for Digi's consideration from time to time shall include but are not limited to the following:-
 - a. A full description of the products and services offered;
 - b. the commercial terms of the product and services offered;

- c. the Commencement Date and the expiry date of the product and services respectively;
 - d. the service level provisions; and
 - e. such other necessary and relevant details.
- 4.3 Digi is entitled, at its sole and absolute discretion to accept or reject any Main Service Order Form or Service Order Form (whichever is applicable) and any Proposal(s) or any part thereof.
- 4.4 The Parties hereby agree that in the event of the acceptance of the Proposal(s) by Digi in writing, the terms and conditions of the Main Terms and Conditions shall apply to the Proposal(s) and governs the obligations of the Parties in respect of the accepted Proposal(s).
- 4.5 Once the Proposal(s) or any part thereof is approved and/or accepted by Digi, the Content Provider shall at its own cost deliver or cause to deliver to Digi the Content in accordance with the terms contained in the approved and/or accepted Proposal(s) by Digi and the terms and conditions of the Main Terms and Conditions. The Parties also agree that in the event of any inconsistencies, the terms of the Main Terms and Conditions shall prevail.
- 4.6 In the event the Content Provider fails to deliver the approved and/or accepted Content within the time frame set out by Digi or a period as mutually agreed in writing between the Parties, then the Content Provider shall indemnify and keep indemnified Digi for and against any and all loss or damage which Digi may suffer or incur as a result hereof.
- 4.7 The Proposal(s) which are duly approved and/or accepted by Digi in writing shall be read construed and form an integral part of the Main Terms and Conditions.
- 4.8 For the avoidance of doubt, the initial Proposal pertaining to the Main Terms and Conditions accepted by Digi is as set out in the Main Service Order Form or Service Order Form (whichever is applicable).

4A. **RESPONSIBILITIES OF CONTENT PROVIDER**

4A.1 The Content Provider, at all times;

- a. undertakes that it shall be fully responsible to comply with the licensing requirements including but not limited to the licensing requirements in respect of the Content as stipulated by any regulatory authorities, copyright in the content, product and service provided hereunder (which have to be obtained or may be required in respect of the Content);
- b. shall be responsible for the accounting of and payment of the royalties and fees payable to the copyright owners or their agents in relation to the use and/or reproduction of the compositions and literary works subsisting in the Content;
- c. shall provide to Digi all necessary and approved marketing assets for marketing purposes;
- d. conduct its business affairs relating to the Content and its obligations under the Main Terms and Conditions in a professional, efficient manner and with all due diligence including without limitation, adhering and/or complying with the Service Levels;
- e. undertakes to adhere and abide by any and/or all directives, rules, regulations, procedures and/or policies which relates to the provision of the content, product and/or services as may be imposed by the Malaysian Communications and Multimedia Commission ("**MCMC**") and set and communicated by Digi from time to time;
- f. develop programs and processes that enables Digi to (i) deter fraudulent activities; and (ii) execute any other measure deemed reasonable in relation to the above. Subject to Digi's discretion, the Content Provider may be terminated without prior notice where there is evidence of fraud committed by the Content Provider. The Content Provider agrees to indemnify Digi for any loss, damage or liability whatsoever suffered as a consequence thereof.
- g. ensure that all Content provided by Content Provider shall be fit for purpose and shall not in any manner misrepresent the Customers and shall provide such services in relation

thereto in a professional manner and standard, these would include but not limited to the following:-

- i. Content shall be updated regularly, where relevant;
 - ii. Content shall not be delivered more times than what has been requested by the Customers;
 - iii. Content shall not contain elements of advertisement or solicitation to make purchases if so requested by the Customers;
- h. protect its own equipment and the equipment of any of Content Provider's appointed third-party sub-contractor against unauthorised access physically and electronically;
- i. 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;
- j. be solely responsible to notify the Customers of the price for the usage of the Content offered by Content Provider. Content Provider hereby agrees to take all steps necessary to notify the Customers of the price for the usage of the Content offered by Content Provider;
- k. not withhold any information which Content Provider have access to in the event of any system failure to the infrastructure whether or not such information is requested by Digi;
- l. upon receipt of a request from Digi, provide Digi any and all data as requested within a reasonable period and Content Provider shall ensure that all such data provided are accurate, correct and up-to-date.

4A.2 **Adherence to the Principles and Content Provider's Monitoring Activities and Awareness Training**

- a. In consideration of the opportunity to be a sustainable business partner of Digi, the Content Provider hereby agrees to conduct its business in conformity with the Supplier Conduct Principles as set out in the Appendix (the "**Principles**") and to remedy any areas of non-conformity with the Principles ("**Non-conformity**") in accordance with this Main Terms and Conditions.

- b. The Content Provider shall effectively monitor conformity with the Principles within its own organization.
- c. The Content Provider shall ensure that all of its personnel are aware of the Principles and the requirements of this Main Terms and Conditions and are provided with appropriate training and guidelines to ensure conformity with the Principles.

4A.3 **Initial and Subsequent Improvement Plans**

- a. To the extent non-conformity is identified by Digi at the time of entry into this Main Terms and Conditions such non-conformity shall be recorded in an initial improvement plan acceptable to Digi (acting reasonably), including established milestones for the Content Provider to remedy the non-conformity (an “**Initial Improvement Plan**”), and will be included in Attachment A of Appendix herein.
- b. Non-conformity that is identified after entering into this Main Terms and Conditions by the Content Provider or otherwise, including as a result of Digi’s monitoring pursuant to Clauses 11.9 and 11.10 below, shall be identified in an update to the Initial Improvement Plan (if applicable) acceptable to Digi (acting reasonably), including established milestones for the Content Provider to remedy the identified non-conformity (an “**Improvement Plan**”). Such Improvement Plan shall be submitted by the Content Provider to Digi without undue delay and, upon acceptance by Digi, included in Attachment A of the Appendix herein.
- c. The Content Provider shall take all steps that are necessary and appropriate to remedy any non-conformity and to implement the Initial Improvement Plan and any Improvement Plan (as applicable) and shall bear all associated costs.

4A.4 **Notification of Non-Conformity**

- a. Non-conformity within the Content Provider's organization not recorded in the Initial Improvement Plan shall be reported by the Content Provider to Digi without undue delay upon its identification by the Content Provider.
- b. The Content Provider shall ensure that its personnel can speak of any concerns regarding non-conformity, both internally and externally (including to Digi), without the risk of negative repercussions.

4A.5 **Transaction of Volume Forecast**

- a. Content Provider shall inform Digi of any expected substantial increase in transaction volume. Content that generates high transaction volumes within a limited time including but not limited to voting, polling and contest within television or radio shows, shall not be carried out without prior written consent of Digi;
- b. Digi may at any time independent of any earlier transaction volume forecast made, request in writing additional or new transaction volume forecast from Content Provider. Such requests shall be fulfilled within ten (10) Business Days from the written request date;
- c. Content Provider shall ensure that the capacity and performance of Content Provider's Equipment are able to meet the expected increase in transaction volume. Content Provider shall provide a document detailing the capacity and performance specifications of Content Provider's Equipment. Content Provider shall fulfil such request on or before ten (10) Business Days from the written request date.

5. **SERVICE PAYMENT TERMS**

- a. Upon commencement of the Services, all Charges plus Taxes (if applicable) shall be invoiced and payable by the Content Provider on a monthly basis. However, setup fee shall become payable upon approval of each new Service subscription and this setup fee shall not be refundable for any reason whatsoever. Additional setup fee shall be imposed on additional request and approval of VPN tunnel.
 - b. All payments shall be in Malaysian Ringgit (RM) unless otherwise mutually agreed by the Parties.
 - c. 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 and / or the Main Terms and Conditions.
 - d. Notwithstanding to Clause 5A below, Digi reserves the right to issue an invoice to the Content Provider for payment within six (6) months from the closing date of a billing period in the event there is a variation of calculation of the amount payable or to be paid by the Content Provider.
 - e. All payments payable by the Content Provider to Digi shall not be withheld due to any fraudulent activities or transactions. It shall be the Content Provider's responsibility to ensure prevention of any fraudulent activities or transactions.
 - f. Further terms and conditions in relation to the Service payment terms is set out in the respective Service Specific Terms and Conditions.
- 5A.

SETTLEMENT REPORT

Where applicable, Digi shall provide Content Provider with a Settlement Report pertaining to the usage of the Service. The Settlement Report shall be sent to Content Provider by the tenth (10th) Business Day of each month. The Content Provider agrees that the Settlement Report shall be conclusive and binding on the Content Provider save for fraud, or manifest error in the event

- the Content Provider does not dispute on the Settlement Report within ten (10) Business Days from receipt, the Content Provider is deemed to have agreed with the Settlement Report. In the event of a dispute of more than five percent (5%), Parties agree to review the disparity in good faith and amicably and where applicable, both Parties shall carry out investigations at its own cost. If the Parties fail to resolve the dispute amicably within thirty (30) days, Parties shall escalate the dispute to their respective management for a resolution. Should Parties continue to fail in resolving such dispute within 30 days, Parties may resort to the resolution under the clause on "Dispute" herein.
- 5B.

TAXES

- a. All Charges paid or payable under this Main Terms and Conditions is expressed exclusive of Taxes which shall be additionally borne by the Party as required by the governing tax laws.
- b. If Service Tax is imposed by the invoicing Party, the invoiced Party shall pay for the appropriate Service Tax under each invoice in the event that if the invoicing Party has complied with the following:
 - i. the invoicing Party is duly licensed by the relevant government authorities in Malaysia to collect such Service Tax;
 - ii. the appropriate Service Tax for each invoice is included under the relevant invoice at the time of the issuance of the invoice;
 - iii. the invoicing Party must exercise its best endeavours to determine and exclude any services, goods and/or charges including but not limited to reimbursement and disbursement which are not subject to Service Tax from the invoice; and
 - iv. all invoices provided by the invoicing Party complies with the relevant Service Tax law enforced by the relevant government authorities in Malaysia.

The invoicing Party hereby agrees that no Service Tax amount shall be due and payable by the invoiced Party unless the invoicing Party has complied with the provisions herein.

- c. In the event that the invoiced Party is obliged to make payment of any deduction or withholding of taxes in connection with this Main Terms and Conditions, the invoiced Party shall withhold the amount due to the

invoicing Party and shall promptly pay that amount to the relevant government authority. The invoiced Party shall have no obligation to pay any additional amount to the invoicing Party in relation to the withheld sum. The invoiced Party is required to furnish the invoicing Party with supporting documents to substantiate the payment of such withholding tax (if any) made to the relevant government authority.

6. CONNECTION TO DIGI'S INFRASTRUCTURE

- a. All Equipment used by Content Provider to connect to Digi's infrastructure shall be in accordance with rules, regulations and standards that may be existing or as may be specified by Digi from time to time in writing.
- b. Digi reserves the right to audit the Equipment used by the Content Provider. The Content Provider shall at Digi's request, provide documents detailing the type and specifications of the Equipment used no later than ten (10) Business Days from the date of the written request.
- c. The Content Provider shall at its own expense ensure that all Equipment connected to Digi's infrastructure is in accordance with existing technical requirements specified by Digi.
- d. In the event that the Content provided by Content Provider causes instability to Digi's infrastructure or the Content provided is prohibited by law, Digi shall be entitled at our sole and absolute discretion to disconnect Content Provider from its infrastructure without any prior notice.

7.

INFRASTRUCTURE MAINTENANCE AND ENHANCEMENT

- a. Digi shall have the absolute right to execute necessary changes or enhancements to the infrastructure, which may affect the connection between the infrastructure and Content Provider's Equipment and Digi will use commercially reasonable efforts to provide Content Provider with reasonable prior notice of such changes or enhancement.

- b. Digi shall not be responsible for any additional expenditures and/or losses incurred by Content Provider due to said changes or enhancements.
 - c. Digi shall reserve the rights to suspend the Services and / or provision of Content or any part thereof without any prior notice to Content Provider in the event of an emergency or in any circumstances deemed necessary at Digi's sole and absolute discretion.
 - d. Further and for avoidance of doubt, Digi shall not in any manner be liable and / or responsible for any disruption, interruption of the product and Service and / or provision of the Content as a result of or in connection with any one or more of the following:
 - i. any planned maintenance outage for the performance of maintenance carried out by Digi on the infrastructure or any emergency outage; or
 - ii. any Force Majeure event; or
 - iii. any failure by Content Provider to maintain or ensure that Content Provider Equipment is maintained in good working condition; or
 - iv. any breach of or failure by the Content Provider to perform any of its obligations
- 8.
- v. any other act or omission on Content Provider; or
 - vi. any act or omission of any third party.

WARRANTIES OF THE CONTENT PROVIDER

- 8.1 The Content Provider warrants that it has obtained, complied with and conformed to and will ensure that it obtains, complies with and conformed to all necessary acts, conditions, approvals, consents, authorisations, licenses and agreements required to be done, fulfilled or performed in order to :-
- a. enable the Content Provider to lawfully enter into, exercise its rights under and perform the obligations expressed to be assumed by it in these Main Terms and Conditions;
 - b. ensure that the obligations expressed to be assumed by the Content Provider in these Main Terms and Conditions are legal, valid, binding and enforceable; and

- c. render these Main Terms and Conditions admissible in evidence in Court.
- 8.2 The Content Provider warrants that these Main Terms and Conditions constitute legal, valid and binding obligations of the Content Provider in accordance with the respective terms.
- 8.3 The Content Provider warrants that the provision of the Content conforms to and is in compliance with all laws including but not limited to data protection, licensing, copyright, trademark, patents and other intellectual property laws and does not infringe the property or proprietary rights, including but not limited to intellectual property rights of any third party or that may constitute a criminal offence or give rise to civil liability.
- 8.4 The Content Provider warrants that the Content at all times, shall not be libellous and/or does not contain any text, graphics, music, sound, art, multimedia work and/or other material, information and/or data which:-
 - a. contains any elements that is contrary to law including but not limited to elements which promotes or encourages defamation, theft, fraud, drug-trafficking, money-laundering or terrorism; or
 - b. incites violence, sadism, cruelty or racial or religious hatred; or
 - c. contains blatant bigotry; or
 - d. promotes, encourages and/or facilitates prostitution, paedophilia and any unnatural acts of a carnal nature; or
 - e. contains nudity or is pornographic or excessively obscene, indecent, abusive, offensive or menacing; or
 - f. contains any element which may be and/or deemed offensive to the public at large and/or Digi.
- 8.5 The Content Provider further warrants:
 - a. that the Content is free from viruses, worms, trojan horses, cancelbots or other harmful, destructive and/or deleterious files or programs.

- b. that the Content shall not cause instability to Digi's Infrastructure. The Content Provider undertakes to immediately notify Digi of any possible instances that could cause instability to Digi's Infrastructure.
 - c. that the Content shall not contain advertisements or solicitations to make purchases, including but not limited to spamming, without obtaining the prior written consent from Digi.
 - d. not to do or allow to be done anything that may jeopardize, harm, destroy and/or damage the reputation or image of Digi.
- 8.6 The Content Provider warrants that the Content provided to Digi is accurate. If the Content Provider later discovers that there are inaccuracies, discrepancies and/or mistakes in the Content, the Content Provider undertakes to immediately notify Digi and Digi reserves the right to immediately remove the Content from transmission or to withhold the Content from being transmitted upon receiving such notice from the Content Provider.
- 8.7 Digi may assign a Short Code to allow the Customers to access to the Content. The Content Provider shall not have any rights to this Short Code except for the sole purpose of providing the services in accordance with these Main Terms and Conditions. The Content Provider shall not sell, transfer or agree to sell or 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. Digi may, for operational or technical reasons or compliance with any requirement of the relevant authority withdraw or change such Short Code. Digi shall at its sole and absolute discretion terminate or move the Content Provider to any short code of Digi's choice as and when necessary with prior written notice to the Content Provider.
- 8.8 For the avoidance of doubt, the Content Provider shall at its own costs be responsible for matters in relation to the Content and ensure that all Content shall comply with all the laws, content code, regulation and/or direction from the relevant authorities.

- 8.9 The Content Provider also warrants that all information provided to Digi, which may or may not, include personal data, has been fairly and lawfully obtained and that it has the authority to disclose such information to Digi for the purposes of fulfilling the intended transaction between Digi and the Content Provider or for any other purposes as may be required by law. In this regard, the Content Provider:
- a. shall fully indemnify and hold Digi harmless for any costs, expenses, loss or damage howsoever arising out of the failure to comply with this warranty.
 - b. agrees that it shall be the Content Provider's responsibility to advise Digi in writing should there be any relevant change in the information supplied to Digi.

9. **WARRANTIES OF DIGI**

- 9.1 Digi warrants that it has obtained, complied with and conformed to and will use its best endeavours to ensure that it obtains, complies with and conforms to all necessary acts, conditions, approvals, consents, authorisations, licenses and agreements required to be done, fulfilled or performed in order to :-
- a. enable Digi to lawfully enter into, exercise its rights under and perform the obligations expressed to be assumed by it in these Main Terms and Conditions;
 - b. ensure that the obligations expressed to be assumed by Digi in these Main Terms and Conditions are legal, valid, binding and enforceable; and
 - c. render these Main Terms and Conditions admissible in evidence in Court.
9. Digi warrants that the Main Terms and Conditions constitute legal,
2 valid and binding obligations of Digi in accordance with the respective terms.

9. Digi hereby acknowledges that all proprietary and property rights,
3 including but not limited to copyright, trademark, patents and other intellectual property rights and other interests in the Content, in any and all forms, are exclusively owned by the Content Provider or other respective third parties and Digi warrants not to infringe or violate any such rights of the Content Provider or other third party in the Content.

10. **RIGHT TO REJECT**

- 10.1 The Parties agree that Digi has the absolute right to reject the Content supplied by the Content Provider for any reason whatsoever. Digi shall not be liable to the Content Provider for any losses or damages which the Content Provider may suffer or incur as a result hereof.

11. **DIGI'S ADDITIONAL RIGHTS**

Suspension of the Service, Short code and keyword & Set-off

- 11.1 Digi shall have the right to suspend the Service, the provision of the Content and/or Short Codes and/or keywords, in whole or in part, without assigning any reason whatsoever or if Digi in its sole and absolute discretion is of the opinion that Content Provider is involved in, including but not limited to, any of the following activities:
- a. fraudulent activities, suspected or otherwise;
 - b. involved in SMS spamming activity, whether or not the SMS is sent from the Short Code or originates from an MSISDN number, international SMS gateway and/ or from any channels whatsoever insofar the SMS message is associated with the Service, Content and/ or the Short Code and/or the keyword;
 - c. any breach of the terms and conditions herein;
 - d. failure to pay any payment due to Digi;
 - e. misuse of the Short Codes in any manner whatsoever;
 - f. Customers' complaints relating to the Content Provider and / or the Content and services rendered by the Content Provider; and/or

- g. pursuant to any directive(s) from any regulatory authority including Malaysian Communications and Multimedia Commission.
- 11.2 Without prejudice to Digi's rights, additionally, in respect of the Content Provider's act, conduct and / or omission mentioned above, Digi shall be entitled to investigate the Content Provider and impose certain sanctions as Digi deems fit, including issuing a warning letter and imposing penalties. The Content Provider shall bear any costs incurred in relation hereto.
- 11.3 In any event, Digi reserve its rights to terminate the access to the Content, Short Code and/or keyword or the Main Terms and Conditions.
- 11.4 Digi may also, at its sole discretion, withhold any amount payable to the Content Provider's for the setting-off of any amount due and payable to Digi provided that Digi informs the Content Provider in writing of the set-off as soon as practicable. Charges shall remain payable by Content Provider during the suspension period.
- 11.5 In the event of any suspension or termination of the Service, Content and/ or Short Code and/or keyword, Digi shall not be responsible and liable to Content Provider in any manner whatsoever and Content Provider hereby agree that Digi shall not be held liable and the Content Provider shall hold Digi harmless and shall indemnify Digi for all costs suffered, loss, damage or liability incurred arising from any actions, proceedings, claims and demands sustained, incurred due to the said suspension and / or termination.
- 11.6 During any of the suspension period, the Content Provider is required to provide full cooperation to Digi and submit any information as requested by Digi for the purpose of investigation as well as rectify any issue and/or breach within the timeline to be determined by Digi. Digi shall have the sole discretion as to whether the suspension could be uplifted and whether the Services could be resumed.

Right to Audit and Conduct Integrity Due Diligence

- 11.7 The Content Provider hereby acknowledge and agree that Digi shall have the right to audit the Content Provider, its process flow, advertisements and any other materials related to the Service and / or Content to ensure that the Content Provider is in compliance with the

Main Terms and Conditions, the relevant laws, rules and/or regulations including but not limited to any guidelines imposed by the MCMC. Content Provider hereby further agrees that for the purposes of audit, Digi has the right to appoint a third party to perform such audit on its behalf.

- 11.8 Digi may conduct an integrity due diligence and/or the necessary background checks on the Content Provider from time to time as Digi deems fit to ensure that the Content Provider is in compliance with the terms as set out in this Main Terms and Conditions, the relevant laws, rules and/or regulations, including but not limited to any guidelines imposed by the MCMC.

Digi's Monitoring Activities

- 11.9 Digi and/or its authorized third party representative and/or Telenor ASA (the parent company of Digi) shall, at its sole discretion, be entitled to investigate, monitor and evaluate the Content Provider's conformity with the Main Terms and Conditions (including the Principles as set out in the Appendix herein) by taking such steps as Digi may consider appropriate for such purposes, including to perform audits and undertake unannounced onsite inspections, including the conduct of interviews with freely selected personnel, at the premises of the Content Provider and/or other locations where work is carried out on behalf of the Content Provider. The Content Provider shall cooperate in and facilitate such monitoring by or on behalf of Digi, including by responding in a timely fashion to any request for information and/or for access to property and/or personnel.
- 11.10 Digi and/or its authorized third party representative and/or Telenor ASA shall not be required to give the Content Provider advance notice of any unannounced inspections for the purposes of Clause 11.9 above, but such unannounced inspections shall be undertaken with due regard for any legitimate concerns of the Content Provider regarding business secrets and Digi shall enter into an appropriate confidentiality agreement if reasonably requested by the Content Provider.
- 12.

INTELLECTUAL PROPERTY RIGHTS

- 12.1 Each Party shall retain all rights, title and interest to the Confidential Information and intellectual property rights, including but not limited to copyright, trademarks, patents, registered and industrial designs in their respective services and constituents thereof (hereinafter collectively referred to as **"Intellectual Property Rights"**).
- 12.2 The Content Provider shall retain all rights, title and interest to the Intellectual Property Rights attaching to the Content.
- 12.3 The Content Provider hereby agrees to indemnify and keep indemnified Digi against any loss, cost, expenses, demands, liabilities or damage, whether direct or indirect, arising out of a claim by a third party against Digi alleging that the Content Provider's Content infringes any Intellectual Property Rights.
- 12.4 The indemnity referred to in Clause 12.3 herein shall be granted whether or not legal proceedings are or have been instituted and, if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination.
- 12.5 Digi shall notify the Content Provider as soon as practicable of any infringement, suspected infringement or alleged infringement of the Content Provider's Content of the Intellectual Property Rights of any third party.
- 12.6 Without prejudice to Digi's right to defend a claim alleging such infringement, the Content Provider shall, upon the request of Digi and at the Content Provider's expense, conduct the defence of such a claim by a third party which alleges the infringement of the said Intellectual Property Rights. The Content Provider shall observe and adhere to Digi's directions relating in any way to that defence or to negotiations for settlement of the claim or legal proceedings.
- 12.7 All losses, costs, expenses, demands, liabilities or damage incurred or suffered by Digi as a result of the infringement of the said Intellectual Property Rights shall be reimbursed by the Content Provider within fourteen (14) days of receipt of Digi's written demand for the same.

For avoidance of doubt, such claim would have to be substantial and agreed between the Content Provider and Digi save and except in the event, Digi have provided a definite evidence to show such infringement has been committed by the Content Provider.

12.8 Without limit to the generality of the foregoing sub clauses, if it is determined by an independent tribunal of fact or law or if it is agreed between the Parties to the dispute that an infringement of the said Intellectual Property Rights has occurred, the Content Provider shall immediately and at its sole expense :-

- a. modify its Content in order to avoid further or continuing infringement of the said intellectual property rights; or
- b. procure for Digi the right to continue the use of the infringing elements of the Content; or
- c. if the solutions in either of the preceding paragraphs cannot be achieved, remove the infringing elements of the Content, and/or extend for Digi the right to continue the use of the infringing elements of the Content for no less than thirty (30) days as reasonable time needed to remove Content from its content library.

12.9 Any usage of Digi's trademarks by the Content Provider shall not be allowed unless with prior written specific consent or authorization. Digi reserves its right to impose conditions as it deems fit upon approving the aforesaid usage.

13. **PUBLICITY**

13.1 The Content Provider hereby agrees that no news releases, public announcements or publicity statements, messages or notices shall be released by the Content Provider concerning the Main Terms and Conditions or any contract or subcontract resulting there from without the prior written approval of Digi.

14. CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

- 14.1 Both Parties hereby agree that no Party hereto shall, without the prior written approval of the other Party, disclose the other Party's Confidential Information or any information, material or data which may be deemed to be confidential by both Parties from time to time and agree that the Confidential Information disclosed shall be used strictly only for the purposes of these Main Terms and Conditions.
- 14.2 A Party shall not be deemed to have been in breach of Clause 14.1 in circumstances where it is legally compelled to disclose such Confidential Information.
- 14.3 Both Parties hereby agree to take all reasonable steps necessary to ensure that its employees, agents, officers, directors and sub-contractors engaged for the purposes of these Main Terms and Conditions do not make public or disclose the other Party's Confidential Information.
- 14.4 Either Party may from time to time require the other Party to arrange for its employees, agents, officers, directors and sub-contractors engaged for the performance and purposes of these Main Terms and Conditions to execute a suitable confidentiality or non-disclosure agreement and the other Party shall arrange for the execution of such agreements by the respective persons within the timeframe reasonable specified.
- 14.5 Either Party shall on demand return to the other Party any documents supplied to it by the other Party in connection with or for the purposes of performance of these Main Terms and Conditions.
- 14.6 Notwithstanding any provision of this clause, either Party may disclose the terms of these Main Terms and Conditions, but not Confidential Information of a technical nature, to its related companies, solicitors, auditors, insurers and accountants.
- 14.7 Both Parties agree that the protection accorded to the Confidential Information does not and shall not extend to any information, material or data which can be proved by documentary evidence or other evidence produced by the receiving party upon the written request of the disclosing party which :-

- a. is already known to the receiving party or is in its possession before the disclosure herein free of any obligation to keep such information confidential; or
- b. is or becomes publicly known through no wrongful act or default of the receiving party; or
- c. is received from a third party without similar obligations of confidence and without breach of these Main Terms and Conditions; or
- d. is already possessed or independently developed by the receiving party; or
- e. is disclosed to a third party by the disclosing party without similar restrictions on the third party's right of disclosure; or
- f. is approved for release by the prior written authorisation of the disclosing party; or
- g. is required by any laws or regulations to be disclosed.

14.8 This Clause shall survive the termination of these Main Terms and Conditions for a period of six (6) years.

15. **DATA PROTECTION**

- 15.1 To the extent that any of the data/information extended to Content Provider by Digi and/or collected/processed by the Content Provider on behalf of Digi, pursuant to this Main Term and Conditions, consists of “personal data” as defined in the Personal Data Protection Act 2010 (“**PDPA**”), the Content Provider agrees, and the Content Provider shall procure that its employees and sub-contractors agree, that it shall at all times comply with the provisions and obligations imposed by the PDPA and the principles set out therein in storing and processing personal data.
- 15.2 The Content Provider warrants that it has implemented appropriate technical and organisational security measures to protect the personal data.

- 15.3 All personal data extended to or collected/processed by the Content Provider shall be returned to Digi at its request.
- 15.4 The Content Provider agrees to respond promptly to Digi in order that Digi may deal adequately with all enquiries received relating to personal data protection.
- 15.5 The Content Provider agrees to indemnify Digi against all losses, costs, expenses, damages, liabilities, demands, claims, actions, and proceedings which Digi may incur arising out of a breach of this Clause 15.

COLLECTION AND USE OF PERSONAL DATA

- 15.6 Without prejudice to Digi's rights under the provisions of the PDPA, the Content Provider hereby authorizes and provides its consents to Digi and Digi's appointed third party service providers and/or advisors to process the Content Provider's and/or its board of directors' or if partnership firm, the partners' information including but not limited to personal data, corporate information, public court records, company financial statements and any other relevant information for the following purposes:
 - a. obtaining, and maintaining credit report and background report (including financial information) on the Content Provider, its board of directors, partners, and the associated companies of Digi's third-party service providers. Digi shall use all information mentioned in this paragraph and any reports generated solely for the purpose of reviewing the Content Provider's and its board of directors' or partners' financial background in considering whether credit facility or credit privileges shall be granted to the Content Provider. The relevant third parties includes but is not limited to financial institutions, and credit agencies, and the Content Provider hereby consents to the said third parties disclosing such information and/or findings to Digi;

- b. administering and managing the payment terms of the applicable transaction, including charging, billing, and collecting debts;
 - c. investigating and resolving any disputes, issues, billing queries, complaints, or other enquiries regarding the Content Provider's performance, conduct and/or omission; and
- 15.7 d. maintaining and developing Digi business systems and infrastructures, including maintaining, testing, and upgrading of these systems.

The Content Provider also consents for Digi to disclose the Content Provider's and/or its board of directors' or if partnership firm, the partners' information including but not limited to personal data, corporate information, public court records, company financial statements and any other relevant information to the following parties:

- a. Digi's business partners or other parties which may consider entering into a business partnership with Digi;
 - b. agents or contractors of Digi (including debt collection agencies) for the purposes of recovering any amount due to Digi;
 - c. regulatory bodies, governmental bodies or other authorities if required or authorized to do so to discharge any regulatory function, under any law or in relation to any order or judgment of a court; and/or
16. d. advisors of Digi on a need-to-know basis for the purpose providing advice to Digi.

PREVENTION OF CORRUPTION

- 16.1 The Content Provider hereby agrees that in accepting this Main Terms and Conditions and throughout the course of this Main Terms and Conditions, it shall ensure that all its employees, directors, officers and agents shall:

- a. not be involved in any conduct of Bribery in any form;
- b. not offer, give or receive bribes or improper payments, either directly or through any Third Party;
- c. not offer, give or receive Kickbacks, either directly or through any Third Party;
- d. not defraud or deceive anyone or act dishonestly;
- e. not make or offer to make any Facilitation Payment;
- f. not offer or accept any gifts, hospitality, entertainment, donations or other benefits that may or are intended to improperly influence a decision or impair independence or judgment of Public Body or the other Party;
- g. fully comply with all applicable anti-corruption laws, regulations and guidelines including but not limited to the Malaysian Anti-Corruption Commission Act 2009 and the Guidelines on Adequate Procedures issued pursuant to Section 17A(5) of the Malaysian Anti-Corruption Commission Act 2009 (as amended from time to time);
- h. immediately notify or report any improper conduct to Digi through the reporting channels as provided under Digi's Whistleblowing Policy;
- i. not commit or be implicated of any offences under the Malaysian Anti-Corruption Commission Act 2009;
- j. keep all its employees, officers and agents informed of and ensure their continuous compliance with their obligations under this clause;
- k. ensure that periodic reviews and audit checks are conducted on their business operations to ensure that anti-corruption and anti-bribery safeguards are implemented and enforced;
- l. give full cooperation to the regulatory authorities in the event either Party is being investigated under the Malaysian Anti-Corruption Commission Act 2009; and
- m. comply with Digi's anti-corruption policy and its anti-corruption procedures which have been made available to the Content Provider.

- 16.2 The Content Provider hereby confirms that to the best of its knowledge and belief, none of its owners, directors, managers, employees, agents or other persons associated with or acting on its behalf has admitted to, been investigated for, or been convicted of, any offences under the Malaysian Anti-Corruption Commission Act 2009 or any similar legislation governing anti-corruption, and/or agrees to notify and keep Digi notified in the event owners, directors, managers, employees, agents or other persons associated with or acting on its behalf has admitted to, been investigated for, or been convicted of, any offences under the Malaysian Anti-Corruption Commission Act 2009 or any similar legislation governing anti-corruption.
- 16.3 In the event Digi has reasonable grounds to suspect or determines that there has been a breach of the provisions of the 'Prevention of Corruption' clause herein by the Content Provider, such a breach shall be deemed a material breach of this Main Terms and Conditions and Digi shall have the right to suspend payments or to terminate this Main Terms and Conditions effective immediately.

For purposes of Clause 16,

"Bribery" means an inducement or reward accepted, obtained, attempted to be obtained, solicited, given, offered, promised or received in order to improperly gain any commercial, contractual, regulatory or personal advantage or influence which includes passive and active bribery.

"Facilitation Payment" means any sums of unofficial payment made to secure, expedite or facilitate an ordinary governmental action, process or procedure to a Public Body.

"Gratification" means:

- a. money, donation, gift, loan, fee, reward, valuable security, property or interest in property being property of any description whether movable or immovable, financial benefit, or any other similar advantage;
- b. any office, dignity, employment, contract of employment or services, and agreement to give employment or render services in any capacity;
- c. any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;

- d. any valuable consideration of any kind, any discount, commission, rebate, bonus, deduction or percentage;
- e. any forbearance to demand any money or money's worth or valuable thing;
- f. any other service or favour of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted, and including the exercise or the forbearance from the exercise of any right or any official power or duty; and
- g. any offer, undertaking or promise, whether conditional or unconditional, of any gratification within the meaning of any of the preceding paragraphs (a) to (f).

"Kickbacks" means an illicit payment made in return for facilitating a transaction, procurement of a project or furthering of a business.

"Public Body" includes the following:

- a. the Government of Malaysia;
- b. the Government of a State;
- c. any local authority and any other statutory authority;
- d. any department, service or undertaking of the Government of Malaysia, the Government of a State, or a local authority;
- e. any society registered under subsection 7(1) of the Societies Act 1966;
- f. any branch of a registered society established under section 12 of the Societies Act 1966;
- g. any sports body registered under section 17 of the Sports Development Act 1997 [Act 576];
- h. any co-operative society registered under section 7 of the Co-operative Societies Act 1993 ;
- i. any trade union registered under section 12 of the Trade Unions Act 1959 ;

- j. any youth society registered under section 9 of the Youth Societies and Youth Development Act 2007;
- k. any company or subsidiary company over which or in which any public body as is referred to in paragraph (a) to (j) has controlling power or interest; or
- l. any society, union, organization or body as the Minister responsible for the Malaysian Anti-Corruption Commission may prescribe from time to time.

“Third Party” means any individual or organisation that is not a Party herein and includes business partners, actual and potential clients/customers, intermediaries, referrers of work, vendors, suppliers, contractors, sub-contractors, service providers, distributors, dealers, roaming partners, resellers, business contacts, business associates, consultants, agents or their personnel (which includes agency staff), representatives, advisers, Public Body (including their advisers, representatives and officials), politicians and political parties.

17. LIABILITY

- 17.1 Any service is provided to Content Provider on an "as is" and "as available" basis and Content Provider agree that the Content Provider shall use the said service or rely on any content obtained through the service at Content Provider own its sole risk.
- 17.2 Digi expressly disclaim all warranties of any kind, whether expressed or implied, including implied warranties of merchantability, satisfactory quality, and fitness for a particular purpose, to the fullest extent allowed by law. No advice or information whether oral or written, obtained by Content Provider from Digi or through the Service or Content will create any warranty.
- 17.3 Digi expressly excludes all liability. This exclusion applies for Digi's benefit and that of other service provider or telecommunication operator(s) whose networks are connected to each other or to the infrastructure and all Digi's Affiliates in so far as this relates to performance or alleged non-performance of Digi's obligations.

- 17.4 Further Digi shall not in any manner whatsoever be liable for any loss of income or profits or indirect, speculative, consequential damages, including, but not limited to, any loss of use, loss of data, business interruptions, irrespective of whether it had an advance notice of the possibility of any such damages.

18.

INDEMNITIES

- 18.1 The Content Provider hereby agrees and undertakes to indemnify and keep indemnified at all times Digi and its employees, agents, officers and directors from and against all demands, loss, damages, actions, suits, proceedings, costs, expenses including legal fees as between solicitor and client (on a full indemnity basis) made against, incurred or sustained by Digi arising from:-
- a. any breach by the Content Provider of any of the provisions of these Main Terms and Conditions or of any law, code or regulations relating thereto to the use of the Service and/or Content;
 - b. any wilful, unlawful or negligent act or omission of the Content Provider, its Affiliates and/or its employees, agents, representatives, contractors or sub-contractors, including breach of Digi's Intellectual Property.
- 18.2 The Content Provider shall hold harmless and keep Digi fully indemnified against all fines and/or penalties as may be imposed by the relevant authority and incurred by Digi due to any act of fraud, misconduct and/or breach of any relevant statutory obligations committed by the Content Provider during the term of the Main Terms and Conditions.
- 18.3 For the avoidance of doubt, Digi may, at its sole discretion, set-off any indemnity, charges, fees and/or costs, due and owing to it by the Content Provider against the revenue payable to the Content

Provider under Clause 5 or any other revenue, charges, fees and/or costs payable under any other provision(s) of these Main Terms and Conditions.

19. IMPLIED TERMS

- 19.1 Any condition or warranty, which would otherwise be implied in these Main Terms and Conditions, is hereby excluded.

20. TERMINATION

- 20.1 Either Party shall be entitled to terminate these Main Terms and Conditions by giving at least fourteen (14) days prior written notice to the other Party without assigning any reason whatsoever. The Content Provider shall pay any outstanding payment (and interest incurred) within seven (7) Business Days from the termination date.
- 20.2 Notwithstanding Clause 20.1 herein, either Party shall be entitled to terminate the Main Terms and Conditions immediately by prior written notice to the other Party if :-
- a. the other Party ceases to do or reduces substantially the size and/or scope of its business; or
 - b. the other Party fails to comply with any of its obligations under these Main Terms and Conditions and the failure, if capable of remedy, remains unremedied for a period longer than fourteen (14) days after being called to its attention by written notice from the first Party; or
 - c. the other Party convenes a meeting of its creditors or suffers a meeting to be convened or other action to be taken with a view to its liquidation or dissolution except, with the prior written approval of the first party, for the purposes of and followed by amalgamation or reconstruction; or
 - d. the other Party if, for any reason whatsoever, is struck off the Register of Companies; or
 - e. proceedings are commenced, including but not limited to winding-up proceedings whether voluntary or involuntary,

for the appointment of a receiver or receiver and manager or judicial manager over the other Party or over any of its assets; or

- f. any distress or execution is levied against the other Party or upon the goods or assets thereof and such distress or execution is not discharged within twenty-one (21) days thereafter or the other party makes or seeks to make any composition or arrangements with its creditors.

20.3 In addition and without prejudice to any other provision herein, the Main Terms and Conditions shall be terminated without liability to either Party if :-

- a. such termination is necessitated by any directive or regulation from any governmental or statutory authority having jurisdiction over the matters herein; or
- b. such aforementioned directive or regulation expressly prohibits either party from performing its obligations under the Main Terms and Conditions.

20.4 Upon termination of the Main Terms and Conditions as hereinbefore provided, the Content Provider shall be ceased from using the Service and both Parties shall cease to be entitled to use the other Party's name or refer to the other Party in all its subsequent messages, notices, promotions or advertisements.

21. **FORCE MAJEURE**

21.1 Both Parties hereby agree and acknowledge that either Party shall not be held responsible or liable for any delay or failure to comply with any of the provisions of these Main Terms and Conditions due to a continuous Force Majeure event for more than thirty (30) days).

21.2 If a delay or failure of a Party to perform its obligations is caused or anticipated due to a Force Majeure event, the performance of that Party's obligations may be suspended.

- 21.3 If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds thirty (30) days, either Party may immediately terminate these Main Terms and Conditions on providing prior written notice to the other Party.

22. ENTIRE AGREEMENT

- 22.1 These Main Terms and Conditions, the Service Specific Terms and Conditions, the appendices and schedules constitute the entire understanding between the Parties hereto with effect from the Effective Date and shall supersede all previous agreements, arrangements, covenants and representations, whether oral or written.

23. ASSIGNMENT AND NOVATION

- 23.1 The Content Provider shall not assign or transfer the benefit of this Agreement without the other Party's prior written consent, however Digi may assign and/ or novate and / or transfer the benefit of this Agreement or any part thereof to an affiliate without prior written consent of the Content Provider.

24. VARIATIONS

- 24.1 Digi may at their sole and absolute discretion vary or add the terms, conditions and provisions of the Main Terms and Conditions including where the variation(s) is necessitated by any directive or regulation from the authorities by issuing a notification to the Content Provider via e-mail.
- 24.2 The Content Provider is advised to constantly review the terms and conditions under the Main Terms and Conditions (including Service Specific Terms and Conditions) applicable which will be posted in Digi's website from time to time.
- 24.3 The continued use of the service or provision of the Content after any variation to the terms, conditions, and provisions takes effect

will constitute acceptance of the variation(s) and the Main Terms and Conditions. Without prejudice to the other terms and conditions herein contained, in the event the Content Provider is not agreeable to such variation(s) aforesaid, Content Provider may terminate these Main Terms and Conditions in accordance with the terms.

25. **WAIVER**

- 25.1 No right under these Main Terms and Conditions shall be deemed waived except by prior written notice signed by both Parties.
- 25.2 The failure or neglect of either Party to enforce at any time any of the provisions of the Main Terms and Conditions shall neither be construed nor shall be deemed to be a waiver of that Party's rights hereunder nor does it in any way affect the validity of the whole or any part of these Main Terms and Conditions nor does it prejudice the rights of that Party to take subsequent action if it so chooses.

26. **DISPUTES**

- 26.1 The Parties agree to submit to the exclusive jurisdiction of the Malaysian Courts in the event of any disputes.

27. **SURVIVAL OF THE AGREEMENT**

- 27.1 Subject to any provision to the contrary, the Main Terms and Conditions shall ensure to the benefit of and be binding upon the Parties and their successors in title, trustees, permitted assigns or receivers but shall not ensure to the benefit of any other persons.
- 27.2 The covenants, conditions and provisions of these Main Terms and Conditions which are capable of having effect after the expiration of the Main Terms and Conditions shall remain in full force and effect following the expiration of the Main Terms and Conditions for a period of six (6) years.

28. **SEVERABILITY**

28.1 In the event that any or any part of the terms, conditions or provisions contained in these Main Terms and Conditions be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

29. **NOTICES**

29.1 Any notice or communication under or in connection with this Agreement shall be in writing and shall be delivered personally, or by post, or email to the addresses given in this Agreement or at such address as the recipient may have notified to the other Party hereto in writing or by advertising or by advertisements in the newspapers. Proof of posting or dispatch of any notice or communication to the other Party shall be deemed to be proof of receipt:-

- a. in the case of a letter, on the fifth (5th) Business Day after posting;
- b. in the case of hand delivery, at the time the notice or communication was delivered; and
- c. in the case of email, when the email is delivered to the intended recipient.

29.2 The initial contact representatives of each Party are as set out in the Main Service Order Form or Service Order Form.

30. **RELATIONSHIP OF THE PARTIES**

30.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between both the Parties and none of them shall have any authority to bind the other Party in any way nor shall

this Agreement be construed to constitute any of the Parties hereto as the agent of the other Party.

31. **SUCCESSORS BOUND**

- 31.1 These Main Website Terms and Conditions shall be binding upon each of the Parties hereto and their respective successors in title and permitted assigns.

32. **LANGUAGE**

- 32.1 All notices and any other communication under or in connection with these Main Terms and Conditions shall be in the English language.

33. **LAW**

- 33.1 The Parties hereby agree and acknowledge that these Main Terms and Conditions and all the terms, conditions and provisions therein shall be governed by and construed in accordance with the laws of Malaysia and Parties shall submit to the exclusive jurisdiction of the Court of Malaysia. The Principles shall be interpreted in light of the relevant international conventions addressing the topics set out in the Principles (including, for example, the International Bill of Human Rights and the Core Conventions of the International Labour Organisation).

Appendix

SUPPLIER CONDUCT PRINCIPLES

1 CHILD LABOUR

The Content Provider shall not employ or use child labour.

A child means any person under 18 years of age, unless national laws and regulations stipulate a higher mandatory school leaving or minimum working age, in which case the higher age shall apply. "Child labour" means any work by a child, unless it is considered acceptable under the International Labour Organization's Minimum Age Convention 1973 (No. 138).

The Content Provider shall ensure that no child or any other person under the age of 18 performs any hazardous work, or work that is inconsistent with such person's personal development. In these Principles 'hazardous work' means, but is not limited to, work which exposes the child or other person under the age of 18 to physical, psychological or sexual abuse; work underground, under water, at dangerous heights, in confined spaces; work with dangerous machinery, equipment and tools, or which involves the handling or transport of heavy loads; work in an unhealthy environment (including exposure to hazardous substances, agents or processes, temperatures, noise levels or vibrations potentially damaging to health); work under particularly difficult conditions such as work for long hours or at night or where the child or other person under the age of 18 is unreasonably confined to the premises of the Content Provider.

If the Content Provider discovers a child employed, or that any child labour is used, by or on its behalf, the Content Provider shall take appropriate steps to address the situation immediately and the best interests of the child shall be the primary consideration.

The Content Provider shall at all times have a written policy that clearly states the minimum age for workers, and other requirements of this Principle and the Content Provider shall ensure the policy's effective implementation within its organisation. In particular, the Content Provider shall establish and implement appropriate systems to ensure that the Content Provider shall not employ or use child labour as set out in these Principles.

2 HEALTH AND SAFETY

The Content Provider shall promote the good health of workers, and shall provide and maintain a safe and secure working environment in accordance with applicable national laws and internationally recognised standards.

Hazards shall be identified, risk assessed, mitigated and monitored and the necessary precautionary measures taken to prevent accidents, occupational diseases and foreseeable emergency situations. The Content Provider shall establish and implement appropriate systems for recording, investigating and implementing learning points from accidents and emergency situations.

The Content Provider shall develop and implement a training programme designed to ensure that workers are adequately educated on health and safety issues. This shall include the nomination and training of workers at an appropriate level with responsibility for discharging the Content Provider's health and safety obligations.

The Content Provider shall secure that, where it provides accommodation, it shall be clean, safe and meet the basic needs of the workers and, where appropriate, their families.

3 PRIVACY, FREEDOM OF EXPRESSION AND DATA PROTECTION

The Content Provider shall appropriately recognize and respect privacy and freedom of expression within the Content Provider's operations.

The Content Provider shall use due skill, care and diligence and implement adequate and documented security controls and take necessary precautions to protect any data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. If the Content Provider processes personal data the Content Provider shall ensure the care and awareness which is required according to laws and regulations in order to safeguard the interests of the data subjects.

4 PROHIBITED BUSINESS PRACTICES

4.1 Bribery, Corruption and Fraud

The Content Provider shall comply with applicable laws and regulations concerning bribery, corruption and fraud.

The Content Provider shall not offer, give, ask for, accept or receive any form of bribe, facilitation payment or undue or improper advantage, favour or incentive to/from any public official, international organisation or any other third party (either in private or public sector), whether directly or through an intermediary.

The Content Provider shall maintain an effective anti-corruption programme designed to ensure compliance with applicable anti-corruption laws and regulations. The programme shall be proportionate to the risks faced by the Content Provider and shall include procedures to monitor compliance and detect and address violations.

4.2 Gifts and business courtesies

The Content Provider shall not, directly or indirectly, offer or give gifts to the Digi's employees or representatives or anyone closely related to these, unless the gift is of modest value. Cash or cash equivalents shall not be offered or given. Hospitality, such as social events, meals or entertainments may be offered if there is a legitimate business purpose involved, and the cost is kept within reasonable limits. Travel expenses for the individual representing the Digi shall be paid by the Digi. Hospitality, expenses or gifts shall not be offered or given in situations of contract negotiation, bidding or award.

The Content Provider shall not, directly or indirectly, offer or give any gifts or hospitality to any third party, including public officials, in order to obtain or retain business or a business advantage for Digi.

4.3 Money Laundering

The Content Provider shall be firmly opposed to all forms of money laundering and shall only conduct business with partners involved in legitimate business activities with funds derived from legitimate sources. The Content Provider shall take reasonable steps to prevent and detect any illegal form of payments, and prevent its financial transactions from being used by others to launder money.

Attachment A
Improvement Plans

| <u>No.</u> | <u>IDENTIFIED NON-CONFORMITY</u> | <u>AGREED REMEDATION</u> | <u>DEADLINE</u> |
|-------------------|---|-------------------------------------|------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |