

1. THE SERVICE

- 1.1 REDtone is the developer, owner and operator of the Service (as defined below).
- 1.2 REDtone is desirous of providing the Service, which will allow the Subscriber leased line access to the Internet, on the terms and conditions herein as may be amended from time to time by REDtone.

2. DEFINITION & INTERPRETATION

- 2.1 In this Agreement, unless the context otherwise requires:
 - (a) "Activation Date" means the date of acceptance of the Service as stated in the Acceptance Form
 - (b) "Agreement" means the completed Customer Service Application Form and the terms and conditions herein;
 - (c) "Application Form" means the attached customer service application form, wherein an applicant for the Service shall furnish complete and genuine information requested by REDtone and such application form shall form part of this Agreement;
 - (d) "Commencement Date" has the meaning specified in Clause 3.1
 - (e) "Equipment" means the customer-premise equipment which is installed by REDtone to allow the Subscriber leased line access to the Internet;
 - (f) "Fair Usage" means an acceptable level of conduct between REDtone and the Subscriber using the Service as indicated in the Application Form
 - (g) "Minimum Subscription Period" has the meaning specified in Clause 4;
 - (h) "Properties" means the commercial or residential buildings or properties on which the premise of the Subscriber is located;
 - (i) "REDtone" means REDtone-CNX Broadband Sdn Bhd (Company No. 593355-A), a company incorporated under the laws of Malaysia with its business address at Suites 22-30, 5th Floor, IOI Business Park, 47100 Puchong, Selangor;
"Service" means the internet access, connectivity and value added services provided by REDtone to the Subscriber in the Properties; and
 - (j) "Subscriber" means the person accepting the provision of the Service from REDtone, and the term "Subscriber" is synonymous with the term "Applicant" or "Customer" wherever used in this Agreement or any other correspondence or documents.
- 2.2 Words and expressions denoting the singular shall include plural numbers and vice versa.

3. COMMENCEMENT OF SERVICE

- 3.1 The Service shall commence and this Agreement will become effective on the date that REDtone approves and executes this Agreement ("Commencement Date").
- 3.2 This Agreement shall remain in effect for the Minimum Subscription Period commencing from the Commencement Date and thereafter shall continue on a month-to-month basis until termination as provided herein.

4. MINIMUM SUBSCRIPTION PERIOD

- 4.1 The minimum subscription period in respect of the Service is a period of at least twelve (12) consecutive calendar months commencing from the Commencement Date ("Minimum Subscription Period").

5. FEES AND PAYMENT

- 5.1 The fees for the Service shall be at the applicable rate(s) indicated in the Application Form or such other rate or rates as may be prescribed by REDtone from time to time.
- 5.2 All Service will be billed on a monthly basis in advance, and will include all applicable taxes. If the Subscriber utilises any additional services provided by REDtone that has additional hourly or one-time special charges, these charges will be billed in the next monthly invoice.
- 5.3 A soft copy of the monthly bills can be viewed online via REDtone Broadband WIMAX My Account portal and the Subscriber shall also receive an e-mail of the soft copy. In the event that the Subscriber requests for a printed copy of the monthly bill, a fee of Ringgit Malaysia Five (RM5.00) shall be charged per request.
- 5.4 The Subscriber shall promptly pay all fees, charges, rentals, costs or other amounts as shown in the bill without any deduction or set off notwithstanding that the Subscriber disputes the same for any reason(s) whatsoever.
- 5.5 In the event the amount stated in the bill or any part thereof remains unpaid after fourteen (14) days from the date of the invoice, REDtone reserves the right to charge interest on the sum that remains unpaid at a rate of one point five per cent (1.5%) per month from the due date to the date of full payment.
- 5.6 Any billing disputes must be received by REDtone at its business office in writing within thirty (30) days of the date of the relevant invoice being disputed. REDtone shall not be required to attend to any disputes received after the thirty (30)-day period.
- 5.7 In the event that the dispute is resolved in favour of the Subscriber, any excess payment made by the Subscriber will be debited to the Subscriber's account which will be shown in the next bill.
- 5.8 In the event that REDtone's employees or staff have been called upon to attend to a fault at the Subscriber's premises, REDtone reserves the right to impose charges at its then current or prevailing rate(s) for the visit if the fault is not attributable to any of REDtone's Equipment or Service.
- 5.9 In the event that the Subscriber terminates the Service and this Agreement at any time during the Minimum Subscription Period, the Subscriber shall be liable to pay to REDtone the entire Minimum Subscription Period's outstanding fees.
- 5.10 In the event that the Subscriber terminates the Service and this Agreement at any time before the end of the month after the Minimum Subscription Period, the Subscriber shall not be entitled to any refund of fees paid in advance.

6. AUTO PAYMENT

- 6.1 REDtone may, at its discretion, allow certain Services to be paid through credit cards nominated by the cardholder (who is the lawful and authorised user of the card whose name is embossed on the card and who may or may not be our customer) or via telephone ("Auto Payment"). Auto Payment is only applicable for settlement of periodic bills. All other payments outside of the periodic bill cycle must be promptly settled by the Subscriber in the ordinary manner. If the application for Auto Payment has been accepted by REDtone, the Subscriber also hereby authorises REDtone to debit the credit card manually in the event that payment by the credit cards cannot be effected in the usual automated manner.
- 6.2 The Subscriber should immediately inform REDtone if the credit card is lost, stolen, expired or terminated or the Subscriber wishes to terminate this method of payment. If REDtone is unable to make the deduction or settlement with the Subscriber's bank or credit card company, REDtone will not be liable to the Subscriber in any way and the Subscriber must make payment for the outstanding amounts in cash, cheque or bank draft immediately together with any administrative fees or interest for the failed transaction.
- 6.3 The Subscriber declares and undertakes that:
 - (a) the information supplied by the Subscriber is true and correct;
 - (b) the credit card nominated is in the Subscriber's name. Where the credit card is in the name of a third party, the Subscriber declares and undertakes that the cardholder has authorised the Subscriber to use the card for payment of the Services;
 - (c) The Subscriber is the lawful and authorised holder of the credit card.
- 6.4 The Subscriber authorises REDtone to verify the information provided with the credit card issuer or any third party as may be necessary; forward the Subscriber's call transactions, billings and other details to the card issuer, financial institution and other relevant parties for and in connection with the Auto Payment. If for whatever reason, REDtone does not receive payment following a completed Auto Payment transaction or the bank or financial institution claims back or claws back any payment made to REDtone, REDtone reserves the right without prior notice to the Subscriber to reverse any payment entry in the Subscriber's statement of account or reinstate the charge in the Subscriber's account with REDtone.
The Subscriber acknowledges that the obligation to settle his/her bill in a timely manner shall continue and shall not be waived or extended in any manner by the mere approval or agreement by REDtone to provide the Auto Payment and that failure of the Auto Payment shall not in any case be a reason for the Subscriber to delay payments and that the Subscriber will hold REDtone and our nominated credit/charge card companies ("Acquiring Bank") harmless of any loss, damages or claims out of the same. Any outstanding bills prior to the commencement date of the Auto Payment must be settled by the Subscriber. In the event the cardholder disputes the Auto Payment transaction in his/her card statement then the Subscriber must notify REDtone of such dispute within one (1) month from the credit card statement date. The charges will be final and conclusive if the discrepancy is not reported within the stipulated time.
- 6.5 The Acquiring Bank will process the monthly bills and automatically charge the bill to the Subscriber's credit card account upon the Acquiring Bank's approval. REDtone and/or the Acquiring Bank reserves the right not to process, reject or charge the same without assigning any reason whatsoever to the Subscriber and the Subscriber shall settle the outstanding bill directly with REDtone. Where the Subscriber is not the cardholder, the monthly bills shall automatically be charged to the cardholder's card account. The Subscriber and the cardholder agree that the liability under this Agreement shall be joint and severable and we reserve the right to claim the amount due and payable from the Subscriber and the cardholder jointly and severally.
- 6.6 The Subscriber may terminate the Auto Payment by giving REDtone one (1) month's notice in writing. Notwithstanding this, REDtone and the respective Acquiring Banks reserve the right to terminate the Auto Payment without assigning any reason there to and shall inform Subscriber of such termination. However, in the event the card or account is cancelled by the respective Acquiring Banks for any reasons whatsoever, the Auto Payment Service shall be automatically cancelled without any notice. REDtone shall not be liable for any claims, demands and losses caused by such termination.
- 6.7 REDtone shall not be liable to the Subscriber:
 - (a) if the card is not honoured by the Acquiring Bank;
 - (b) if authorisation to the cardholder for the transaction is denied, refused or suspended by any party for any reason whatsoever;
 - (c) if the Auto Payment fail as a result of a power failure, failure of any computer or telecommunications system used in connection with the Service, or any other circumstances beyond our reasonable control; and,
 - (d) for any loss or damage whatsoever which may be suffered by the Subscriber arising from use of the Auto Payment.
- 6.8 Notwithstanding that the Auto Payment has been provided and/or the bill has been credited as paid, REDtone reserves the right and shall be entitled without prior notice to the Subscriber to reverse any payment entry in the Subscriber's statement of account or charge back the transaction sum to the Subscriber's account with REDtone in the event of any one or more of the following circumstances:
 - (a) the transaction is found to be incomplete, illegal or carried out by fraudulent means;
 - (b) the transaction is cancelled by the Acquiring Bank for any reason whatsoever;
 - (c) the credit card concerned is found to have expired or is invalid for any reason whatsoever;

- (d) the transaction sum or part thereof was found to have exceeded the cardholder's authorised credit limit;
- (e) the transaction is found to be one with "Declined Authorisation", or a non corresponding authorisation code;
- (f) the transaction was entered into without the authorisation of the cardholder or the cardholder disputes the transaction or denies liability for whatsoever reason;
- (g) the performance of the Auto Payment or the use of the credit card involves a violation of the law, rules or regulations of any governmental body, notwithstanding that REDtone may have received notice of the same at the time when the transaction was carried out;
- (h) the transaction was carried out or credit was given to the Subscriber in circumstances constituting a breach of any express or implied term, condition, representation or the Subscriber's duty to REDtone or the Acquiring Bank; or,
- (i) at REDtone's absolute discretion or the Acquiring Bank without assigning any reason whatsoever.
- 7. CUSTOMER SATISFACTION ASSURANCE POLICY**
- 7.1 REDtone shall provide fourteen (14) working days cooling off period.
- 7.2 The Subscriber may cancel the Service with REDtone with a refund within 14 working days from the date of Activation as further described under Clause 8.
- 8. REFUND/CANCELLATION POLICY**
- 8.1 The conditions for entitlement of the Refund Policy are :
- (a) the Subscriber must return the Equipment and all accessories in good working condition within 14 days from the date of Activation ("Satisfactory Cancellation").
- (b) REDtone reserves the right to claim the full cost or a fraction thereof, of the Equipment if the Equipment and all accessories returned are not in good working condition. The full cost of the Equipment is Ringgit Malaysia Nine Hundred (RM900) only.
- (c) the refund of the upfront payment of one month's subscription fee and the security deposit shall be paid to the Subscriber after the following deductions :
- (i) the outstanding Activation Fee (if any)
- (ii) the wiring/cabling or installation charges (if any)
- (iii) the outstanding VoIP call utilisation (if any)
- (iv) the outstanding charges for the Services (if any)
- (v) administrative fees of Ringgit Malaysia Fifty (RM50) only.
- (d) REDtone shall refund to the Subscriber the refund monies within sixty (60) days from the date of Satisfactory Cancellation.
- 9. CHANGE OF SERVICE PACKAGE PLAN**
- 9.1 Any request by the Subscriber for upgrades or downgrades of his/her package plan may be approved by REDtone at its sole discretion. Upon such approval being granted, any installation and activation fees will be charged to the Subscriber at a rate or rates to be specified by REDtone from time to time.
- 10. ALTERATION AND/OR RELOCATION OF SERVICE OR EQUIPMENT**
- 10.1 Subject to Clause 3, REDtone shall install or arrange for the installation, and the Subscriber shall permit the installation, of the Equipment, where applicable, on the premises of the Subscriber within a reasonable amount of time after the submission of the Application Form.
- 10.2 The Equipment shall be installed by REDtone as follows :
- (a) for residential Properties, in the living room of the Subscriber's premises; and
- (b) for commercial Properties, at a location in the Subscriber's premises as directed by the Subscriber.
- 10.3 Any alteration to the Service configuration, and/or relocation of the Service and/or the Equipment, based on the Subscriber's request is chargeable to the Subscriber at a rate or rates to be specified by REDtone from time to time.
- 11. SUBSCRIBER'S RESPONSIBILITIES**
- The Subscriber shall:
- 11.1 not resell or sublet the Service and/or the Equipment to any third party without the prior written consent from REDtone;
- 11.2 (as applicable) properly maintain and not cause any harm to the Equipment or third party equipment, software or processes in connection with the Service provided by REDtone;
- 11.3 not intentionally allow unauthorised access to or use of the Service, unauthorised reselling of the Service or the solicitation of REDtone's users or customers to become subscribers of other online information services competitive with REDtone;
- 11.4 not in any way duplicate or use any REDtone materials, advertising, brochures, pamphlets or any other information that is proprietary and/or the property of REDtone.
- 11.5 shall not exceed the usage of data volume transmitted (total upload and download usage) as per the service package subscribed as indicated in the Application Form.
- 11A FAIR USAGE POLICY**
- 11A.1 The Subscriber shall adhere to the Fair Usage policy notice given by REDtone from time to time. The detailed policy is disclosed on the REDtone website at www.redtone.com.
- 11A.2 REDtone may, from time to time, change the Fair Usage policy without further notice to the Subscriber. Please visit www.redtone.com periodically to determine any changes to this policy.
- 11A.3 Each Subscriber's total usage per month shall not exceed the usage of data volume transmitted (total upload and download usage) as per the service package subscribed by the Subscriber and disclosed on the Application Form.
- 11A.4 For Subscribers who are in violation of this policy, REDtone may, reduce the upload and download speed and/or suspend or terminate the service.
- 11A.5 Should you have any enquiries on this policy, please email to helpdesk.broadband@redtone.com or call REDtone WiMAX Help Desk at 1-800-87-9900.
- 12. PROHIBITED USE**
- 12.1 The Subscriber shall not use the Service and/or the Equipment:
- (a) for any unlawful purpose including, and without limitation, criminal purpose;
- (b) to infringe the laws of Malaysia or any other applicable laws and the subsidiary legislations passed thereunder;
- (c) to commit any activities which compromise or adversely affect the reputation and goodwill of REDtone;
- (d) to transmit, publish, make available or receive any material of any kind which is offensive on moral, religious, racial, political or other grounds or unlawful, threatening, harmful, abusive, harassing, defamatory, seditious, indecent, false, menacing, obscene, profane or hateful;
- (e) to introduce, assist and/or attempt to introduce any computer virus, malicious code or any other harmful component to the Properties' network system or any other person's computer system;
- (f) to infringe or facilitate the infringement of any intellectual property right(s) or other right(s) belonging to any person including a company or corporation;
- (g) to gain unauthorised access or to attempt to access any computer system connected to the Internet, electronic communications system, telecommunications system or any information regarded as private and confidential by any other person including a company or any corporation;
- (h) to interfere or cause any interference to any of the REDtone's services to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system or broadcast attacks; or
- (i) to restrict, inhibit or otherwise interfere with the ability of any other person to use or access the Internet, including, without limitation, hosting or transmitting any information or software which contains a virus, lock, key, bomb, work or any other harmful or debilitating feature, or generating levels of traffic sufficient to impede any other party's ability to send or retrieve information; or
- (j) which is in breach of any express or implied obligation to any third party.
- 12.2 In the event that REDtone determines in its absolute discretion that :
- (a) there is any use of the Services which is in breach of any of the provisions of Clause 12.1 or any other provisions in this Agreement; or
- (b) there is a likelihood or possibility of the occurrence of any of the events stated in sub-clause (a) above.
- REDtone shall be entitled to terminate access to, and refuse to provide, the Service to the Customer, without any consequent liability on the part of REDtone.
- 13. SECURITY AND OTHER FEATURES**
- 13.1 The Subscriber shall be responsible for the security of the user identification and passwords (including all passwords changed from time to time) provided by REDtone for access to the Service and shall not reveal the same to any other person.
- 13.2 The Subscriber shall inform REDtone within twenty four (24) hours if the user identification or password is stolen or lost. Until such report is made, the Subscriber shall be responsible for all transactions and access using the user identification and password by any third party and REDtone shall not be held responsible for any prohibited or unauthorised use of the Service as provided in this Agreement.
- 14. MINIMUM SYSTEM REQUIREMENT**
- 14.1 The minimum system requirements for the Service are as follows:
- (a) For PC equipment:
133Mhz processor or higher, with at least 32MB RAM, 200MB hard-disk space available, network card, Windows 95, Windows 98 or NT operating system; and
- (b) For Macintosh equipment:
Power PC and above, 32MB RAM, 200MB hard-disk space available, network card, open transport 1.1.1 and MacOS 7.6.1 or above.
- 15. SUBSCRIBER'S EQUIPMENT INSTALLATION**
- 15.1 The Subscriber shall ensure that his equipment is technically and operationally compatible with the use of the Service and has the proper set up for purposes of installation of additional configuration and software to access and use the Service.
- 15.2 The Subscriber acknowledges that the installation, use, inspection, maintenance, repair and removal of the Subscriber's equipment may result in service outages or potential damage to the Subscriber's equipment. To avoid any files in the Subscriber's equipment being modified, altered and/or lost during the installation, the Subscriber agrees to back-up all the files in the equipment prior to any such installation. REDtone shall have no liability whatsoever for any damage to or loss or destruction of any of the Subscriber's equipment, software, files, data or peripherals.
- 16. USE OF EQUIPMENT**
- 16.1 The Subscriber shall adhere to all instructions and notices given by REDtone from time to time regarding the use of the Equipment.

- 16.2 The Subscriber shall be responsible, and pay for the full retail price, for the repair or replacement of any damaged, lost or stolen Equipment.
- 17. SUPPORT AND MAINTENANCE**
- 17.1 From time to time, REDtone may conduct routine tests, maintenance, upgrade or repair on the network system and the Subscriber acknowledges that such works may affect the availability of the Service to the Subscriber and that REDtone shall be entitled to disrupt the Service to conduct restoration and remedial works without prior notice.
- 18. WARRANTY**
- 18.1 The Subscriber acknowledges that the Service is provided on an "as is", "as available" and "best effort" basis.
- 18.2 To the maximum extent permitted by law and except as expressly stated herein, REDtone disclaims all warranties, either express or implied, including, but not limited to, implied warranties as to the merchantability and/or fitness for any particular purpose whether or not REDtone has been specifically advised of the purpose.
- 19. LIMITATION OF LIABILITY**
- 19.1 The Subscriber acknowledges that REDtone exercises no control whatsoever over the content of the data or information passing through REDtone's network and gives no warranties of any kind, whether expressed or implied, for the content of the said data or information. REDtone specifically denies any responsibility for the accuracy or quality of the data or information obtained through the Service. The Subscriber is responsible for his own viewing habits and the use of any data or information obtained through the Service by other parties, including minors. REDtone does not block, filter or screen postings or sites on the Internet in whole or in part and has no obligation to monitor Internet content.
- 19.2 The Subscriber further acknowledges that the network utilised in connection with the provision of the Service is a shared resource amongst other REDtone's subscribers and Internet users. In this respect, the Subscriber accepts the risk that other parties may be able to access, monitor and/or decode the Subscriber's use of the Service and the information received or sent through the Service. Any data or information received or sent by the Subscriber is at the Subscriber's sole risk.
- 19.3 REDtone shall not be liable in contract, tort or any other theory or principle of law for any loss or damage, even if advised of the possibility of such loss or damage, including, without limitation, any loss or damage resulting from any one or more of the following:
- (a) any interruption, suspension or termination of the provision of the Service caused by the Subscriber or a third party (including other customers of REDtone);
 - (b) any damage, loss or destruction of any of the Subscriber's equipment, software, files, data or peripherals howsoever caused;
 - (c) any inaccuracy in, or the quality of, data or information transmitted over or passing through REDtone's network and obtained by the Subscriber through the Service;
 - (d) any action or omission by REDtone pursuant to Clause 12 (Prohibited Use), Clause 15 (Subscriber's Equipment Installation), Clause 17 (Support and Maintenance) and Clause 21 (Suspension of Service); or
 - (e) any damage to the premises arising from the installation or removal of the Equipment, except in the case of negligence.
- 19.4 Notwithstanding any provisions contrary in this Agreement, REDtone shall not be liable for any special, indirect, incidental or consequential damages resulting from the use of the Service or any defect in the Equipment or Service, including, without limitation, special, indirect, incidental or consequential damages in the form of loss of interest, loss of income or profits, loss of opportunity or other monetary losses even if REDtone is advised in advance of the possibility of such loss or damages.
- 20. INDEMNITY**
- 20.1 The Subscriber shall be liable for and shall fully indemnify and keep indemnified at all times REDtone against all liability, loss, damages, costs, legal expenses, professional and other expenses of any nature whatsoever (including legal costs on a full indemnity basis) sustained, incurred, paid by or suffered in respect of any one or more of the following:
- (a) any breach of any provisions of this Agreement by the Subscriber;
 - (b) any breach or any laws, by-laws, regulations, guidelines and policies then in force by the Subscriber;
 - (c) any wrongful use of, or unauthorised or illegal access to, the Service as set out in Clauses 11 and 12; or
 - (d) any death, bodily injury or property damage caused by the Subscriber by virtue of the use of the Service.
- 21. SUSPENSION OF SERVICE**
- 21.1 Without prejudice to any other rights or remedies available at law and notwithstanding any waiver by REDtone of any previous breach by the Subscriber, REDtone may interrupt, suspend or terminate the Service without prior notice in the event that the Subscriber has not paid any fee or other payment due hereunder for the Service. For the avoidance of doubt, there will be no consequent liability on the part of REDtone whatsoever for such interruption, suspension or termination of Service.
- 21.2 REDtone may if it deems appropriate at its sole discretion reconnect the Service, in which event this Agreement shall continue as if the same has not been suspended.
- 21.3 In the event that the Services are re-activated after suspension, there is a re-connection fee of Ringgit Malaysia Ten (RM 10.00) or such other rate to be specified by REDtone from time to time.
- 22. TERMINATION**
- 22.1 Subject to Clause 4, and without prejudice to any rights or remedies available at law or in equity to the parties, this Agreement may be terminated upon written notice:
- (a) by either party within thirty (30) days following written notification in the event that a condition of force majeure as stated in Clause 26 occurs provided that the parties have not breached any terms and conditions in this Agreement;
 - (b) by REDtone immediately in the event that the Subscriber:
 - (i) becomes or is declared insolvent or bankrupt; and
 - (ii) is in breach of any terms and conditions of this Agreement.
 - (c) by the Subscriber within thirty (30) days following written notification if the Subscriber wishes to terminate or cancel the Service after the expiry of the Minimum Subscription Period.
- 22.2 Upon termination of the Agreement and without prejudice to Clause 5:
- (a) REDtone shall prevent access to and use of the Service; and
 - (b) all charges and fees owing by the Subscriber to REDtone shall immediately become due and payable and the Subscriber shall forthwith settle all such amounts, including, the cancellation fee and fee specified in Clauses 5.8 and 5.9.
- 23. AMENDMENTS**
- 23.1 The Subscriber acknowledges that REDtone may from time to time vary, amend and modify the terms of this Agreement as it sees fit. REDtone shall give notice of such variations, amendments and modifications to the Subscriber in such manner as it deems appropriate. For the latest update on the terms of this Agreement, the Subscriber should refer to www.redtone.com. Continuation in the access or use of the Service by the Subscriber will be deemed acceptance of the said variations, amendments and modifications and the Subscriber hereby agrees to be bound by the same.
- 23.2 REDtone is not bound by any other amendments to this Agreement, unless such amendment is with the written consent of REDtone.
- 24. ASSIGNMENT**
- 24.1 The Subscriber shall not assign or otherwise transfer this Agreement or any of his rights under this Agreement to any other person without the prior written consent of REDtone. REDtone may assign or novate its rights and obligations under this Agreement to a related corporation or any other third party, and the Subscriber hereby consents to the said assignment or novation.
- 25. WAIVER AND SEVERABILITY**
- 25.1 Failure or neglect by REDtone to enforce at any time any of the provisions of this Agreement shall not be construed nor shall it be deemed to be a waiver of REDtone's rights to take subsequent action.
- 25.2 In the event that any of these terms, conditions or provisions shall be determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions or provisions which shall be continue to be valid to the fullest extent permitted by law.
- 26. NOTICE**
- 26.1 All notices required by or relating to this Agreement shall be in writing and shall be sent to the parties to this Agreement at their address set forth below or to such other address as either party may substitute by written notice to the other.
- 26.2 All notices so given shall be deemed received:
- (a) if by personal delivery, when delivered;
 - (b) if sent by registered post, three (3) days after the date of posting; and
 - (c) if by facsimile transmission, as evidenced by a transmission report generated by the despatching terminal.
- 27. FORCE MAJEURE**
- 27.1 With the exception of non-payment by the Subscriber, neither party shall be responsible for any failure or delay in performing its obligation under this Agreement resulting from or causes beyond its reasonable control, including, but not limited to, acts of God, acts of the public enemy, fires, flood, labour disputes, war, riots, embargoes or regulations of any civil or military authority, revision in government regulation, failure in the network, telecommunication line disruption and unavailability of material, information or data for or to update the system. During the duration of such event, REDtone shall be relieved of any obligations hereunder which are affected by the said event, and shall resume the performance thereof upon cessation of such event.
- 28. GOVERNING LAW**
- 28.1 This Agreement is governed by the laws of Malaysia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.
- 29. CONFIDENTIALITY**
- 29.1 The obligation to protect the confidentiality of information received prior to such termination shall survive the termination of this Agreement for a period of thirty six (36) months.
- 30. ENTIRE AGREEMENT**
- 30.1 This Agreement constitute the entire agreement of the parties with respect to its subject matter and shall supercede all prior presentation, agreement, statement or understandings, whether in writing or not.