



GENERAL TERMS AND CONDITIONS

Terms & conditions, as applicable, for the subscription by the Customer of the services (collectively, the “Services” and individually, the “Service”) as provided by ViewQwest Digital Sdn. Bhd. (“VQ”). By indicating the Customer’s acceptance of the terms and conditions contained herein, the Customer is deemed to have acknowledged and agreed to be bound by the terms and conditions for the use of the Service. VQ reserves the right to revise the terms and conditions of the Service from time to time if updating or revision is deemed necessary. In the event the terms and conditions are revised, the Customer will be notified via VQ website or in any other manner as VQ deems necessary and appropriate. Continued usage of the Service by the Customer signifies acceptance of the changes with regard to the terms and conditions of the Services.

1. Service Application

- 1.1. **Age Eligibility.** The Customer must be at least 18 years old and above to be eligible to sign up for VQ’s Service.
- 1.2. **Supporting Documents.** The Customer must ensure that all information and supporting documents submitted to VQ for the purpose of the application for the subscription of the Service are accurate, current and complete. Supporting Documents required:
 - a) for Malaysians - a copy of the individual’s identity card; and
 - b) for non-Malaysians - a copy of the individual’s passport.
- 1.3. **Installation Address Limit.** Customer is allowed to subscribe for one (1) service per Installation Address and in any case, up to a maximum of five (5) Services for five (5) distinct installation addresses under one (1) NRIC (for Malaysian) or one (1) passport (for non-Malaysian).
- 1.4. **Privacy Policy.** The Customer accepts the terms of VQ Privacy Policy available at website www.viewqwest.com.my under Data Protection and authorizes VQ to use their personal information in accordance with the Personal Data Protection Act 2010.
- 1.5. **Fiber Readiness.** The Customer is responsible for ensuring that its Premises is fiber ready and a termination point is present. In the event that during the course of installation, the Customer encounters problems that are within VQ’s reasonable control, VQ will endeavour to assist the Customer in resolving such problems. VQ shall not be held liable for such problems at all material times.
- 1.6. **Credit Check.** Pursuant to the Credit Reporting Agencies Act and the Central Bank of Malaysia Act, the Customer is hereby subjected to and hereby consents to ViewQwest and their third party registered credit reporting agency to process their personal data for the purposes of conducting a credit check upon signing up. In the event that the Customer fails the credit check, ViewQwest reserves the right to reject the Customer’s application for the Service.
- 1.7. **General Terms & Conditions.** ViewQwest’s General Terms & Conditions can be downloaded from VQ website, www.viewqwest.com.my.

2. Service Description

- 2.1. **Subscription Period.** Unless otherwise specified in the Service Application Form (“Application Form”) or VQ website www.viewqwest.com.my, the subscription period for the Service is twelve (12), twenty four (24), or thirty six (36) months, from the date of activation of the Service (“Activation Date”) or in the event of any promotion held by VQ for the Service, such other subscription period may be applicable in connection to the promotion, as may be prescribed by VQ from time to time.
- 2.2. **Service Renewal.** Upon expiry of the Subscription Period, the Service will automatically be renewed on a monthly basis unless otherwise terminated by the Customer.
- 2.3. **Service Speed.** The speed of broadband service is provided on “best efforts basis and is up to the subscribed speed. The broadband speed may vary from time to time, and depends on including but not limited to the time of connection made, distance of the connection between Customer’s access device and the Customer premises equipment (i.e. WiFi Router), the type of devices used to connect to the broadband. The Customer may also experience service disruptions from time to time.
- 2.4. **Hardware – Contractual Plans.** All contractual plans come with one (1) free rental bundled modem (ONU, adapter, Patchcord cable) and one (1) free bundled router as specified in the Service Application Form, unless stated otherwise.
- 2.5. **Hardware – Noncontractual Plans.** The Customer agrees to purchase the required hardware and be charged for it before service activation.
- 2.6. **Hardware Warranty.** Defective hardware is to be brought to the VQ office in Kuala Lumpur (Suite 3-#A & 5, Lower Level 3, The Horizon Annexe, Avenue 7, Bangsar South) or Johor Bahru (87, 87A, 87B, Jalan Mutiara 1/9, Taman Mutiara Mas, 81300 Skudai, Johor). The following warranties apply:

NETGEAR Orbi RBK20	3 years
NETGEAR AC 1200	2 years
ASUS AC1200G+	3 years
ASUS Lyra Trio (2-Pack)	3 years
ONU (Modem) – Contractual Plans	Contract Period
ONU (Modem) – Noncontractual Plans	1 year

3. Rights to Use

- 3.1. **Lawful Use.** The Customer shall only use the Service for lawful purposes. The Customer shall not:
 - a) use the Service for any unlawful purpose including without limitation any criminal purposes;
 - b) use the Service to send unsolicited electronic messages or any message which is obscene, threatening or offensive on moral, religious, racial or political grounds to any person including a company or a corporation;
 - c) use the Service to compromise or infect any systems with computer viruses or otherwise;
 - d) use the Service to infringe any intellectual property rights of VQ, its related companies and subsidiaries or any third party;
 - e) use the Service to gain unauthorized access to any computer system connected to the Internet or any information regarded as private by any person including a company or corporation;
 - f) share the Service with any person including a company or corporation without the prior written approval of VQ and shall use the Service only for the purpose for which it is subscribed;
 - g) resell or sublet the Service to any third parties without prior written consent from VQ;
 - h) use the Service in any manner, which in the opinion of VQ may adversely affect the use of the Service by other customers or efficiency or security as a whole.
- 3.2. **Password Safety.** Where applicable, the Customer shall be responsible for the safety and security of service or user ID or password of the Service. VQ is not able to control the safety of the user ID and VQ shall not be liable for any unauthorized use by any third party of such use, user ID or password. In addition, the Customer shall properly maintain and take appropriate measures to safeguard VQ’s Equipment that may be provided by VQ for the use of the Service.



4. Service Installation

- 4.1. **Customer's Premise.** The Customer deemed to have authorized VQ or VQ's appointed installers to enter Customer's premise to carry out and complete installation of VQ equipment. The Customer must have procured all 3rd party's permissions, licenses or consent necessary to complete the installation.
- 4.2. **Standard Installation.** For standard Installations, ViewQwest will provide one (1) meter (inside the Customer's premise) from the modem ("ONU") to the Fiber Wall Socket ("Standard Installation") at no additional charges. This arrangement for the Standard Installation may be subject to change from time to time. Should the length required at the Customer's premises exceed the said allocated amount, the extra charges will be borne by the Customer.
- 4.3. **Non-Standard Installation.** The Customer will coordinate directly with the Third Party Contractor in relation to any non-standard installations including, but not limited to, over the ceiling, additional cabling, underground ducts, concealed wiring ("Non-Standard Installation"). For Non-Standard Installations pertaining to BTU deployment, the Third Party Contractor will provide a cable length up to one hundred (100) metres from the nearest connection point in the Third Party Contractor's HSBB network up to the BTU in accordance with its standard wiring guideline. In the event that the Customer requires more than the allocated cable length of one hundred (100) metres, the Customer shall pay the Third Party Contractor an additional charge of RM50 for every five (5) meters or part thereof. VQ will not be liable for any Non-Standard Installations performed by the Third Party Contractor.
- 4.4. **Third Party Equipment.** VQ does not provide configurations or installations for third party equipment or modem of the Customer.
- 4.5. **Installation Process.** The Standard Installation process will take approximately one (1) hour. The Customer will receive a call from VQ within seven (7) working days from receipt of the Customer's application for the Service, and to confirm a date and time to install the VQ Equipment at the Customer's premises ("Installation Date") within fourteen (14) working days from receipt of the Customer's application.
- 4.6. **Installation Rescheduling.** For any rescheduling or cancellation of the Installation Date, the Customer is required to inform VQ no later than five (5) working days prior to the Installation Date. In the event the Customer fails to inform VQ accordingly, VQ reserves the right to charge the Customer RM200 for any rescheduling or cancellation request.
- 4.7. **Installation Hours.** Service installation will be carried out during standard operational hours at 9am – 6pm, Monday to Friday, except on State or National Public Holidays.
- 4.8. **Service Installation Form.** ViewQwest will perform a simple Service Installation Form (SIF) at the time of installation or during the on-site visit (if applicable) to determine the availability of the Service. The SIF will involve the configuration, testing and verification of the Internet access with Customer's access device (such as a personal computer or laptop or WiFi-enabled mobile device) or VQ access device. For clarification, ViewQwest or their installer may request that Customer attempts to access the Internet using Customer's access device once the Service is provisioned. VQ will also test WiFi accessibility with reasonable coverage at Customer's home.
- 4.9. **Service Activation Date.** The Service Activation Date is taken as the date when the SIF is completed and the Service is deemed to have commenced. The Customer is required to acknowledge the completion of the SIF. In the event that there is no acknowledgement within three (3) days of the said completion, it shall be deemed that the Customer has accepted the completion of the SIF and that the Service is working as intended.
- 4.10. **Site Support Visit.** Save within the installation warranty period, the Customer shall bear the cost for site support visit requested by the Customer at the rate of RM150 per visit or at such other current prescribed rate as shall be reasonably determined by VQ from time to time. The charge excludes any materials or equipment replacement charges that the Customer may be required to pay VQ.
- 4.11. **Equipment Sharing.** Customer acknowledges that VQ's equipment including but not limited to the ONU installed or placed at the Customer's premises ("VQ's Equipment") may be shared by VQ with other service provider(s) in the event that the Customer subscribes to services offered by other service providers who have contractual arrangements with VQ. The sharing of VQ Equipment is for the purpose of enabling the other service provider to install and provide any service to the Customer at the Customer's premises. Likewise, Customer also acknowledges that where such an arrangement is made between VQ and any other service provider for the sharing or use of any equipment including equipment by the said service provider at the Customer's premises, VQ may use the relevant equipment for the purpose of the provision by VQ of any of the Services.
- 4.12. **Installation Charges.** The Customer agrees to the following One Time Service Charges (where applicable): -

Failure to submit all documentation and to confirm an installation date within 2 weeks from submission of this form	RM100
Failure to inform VQ about rescheduling or cancellation of installation date at least 5 days in advance	RM200
Successful Installation of non-ViewQwest supported router (ViewQwest supported routers: ASUS, Netgear)	RM100
Site Support Visit Requested by the Customer	RM150

5. Billing and Payment

- 5.1. **Subscription Fee.** The subscription fee and other applicable charges for the Service are published for viewing by the Customer from time to time at www.viewqwest.com.my or as provided in the Application Form.
- 5.2. **Subscribed Service.** Customer will be charged according to the type of Service subscribed.
- 5.3. **Invoicing.** Unless otherwise specified in the Service Application Form, VQ will send the bill for the Service on a monthly basis to Customer's email address furnished by the Customer during registration or as updated by the Customer from time to time.
- 5.4. **Billing date.** The billing date will commence from the Activation Date of the relevant Service.
- 5.5. **Paper Invoice.** In the event the Customer requires a paper copy of the monthly bill, a fee of RM5 will be imposed for every copy of bill requested.
- 5.6. **Late Penalty Interest.** The Customer is required to settle their bill before the due date as stipulated in the bill. If the Customer fails to do so, the Customer may be charged with late penalty interest for any outstanding amounts at the rate of 2 percent (2%) per month calculated daily from the due date until full settlement of the bill.
- 5.7. **Outstanding Payment Suspension.** Customer acknowledges that VQ may, at its absolute discretion, suspend or terminate the Service and/or prevent the Customer from signing up for any further services from VQ in the event the Customer fails to pay any outstanding sum before the due date for any of VQ's or its affiliates' Service as subscribed by the Customer.
- 5.8. **Unpaid Fees During Suspension.** Suspension of the Service as a result of breach by the Customer or by Customer's own election or under any of the circumstances as provided in this Agreement shall not prejudice the right of VQ to bill the Customer for the unpaid subscription fees and/or recover all other charges, costs, and interests due and any other incidental charges incurred during the period of suspension and Customer agrees to pay VQ the aforesaid payment when due.
- 5.9. **Bill Accuracy.** Subscriber is responsible for verifying the accuracy of the bill and informing ViewQwest of any discrepancy within 7 days from the bill date, failing which subscriber will be deemed to have accepted the bill as correctly rendered and final.

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- 5.10. **Bill Dispute.** If there is any dispute in the fees stated in the bill, subscriber must inform ViewQwest's billing department in writing within 7 days from bill date. Upon acknowledging the dispute, ViewQwest will investigate the dispute and provide a response to the subscriber as soon as possible, and the decision will be conclusive and binding upon the subscriber. If the dispute is resolved in favour of ViewQwest, subscriber is liable to pay the disputed amount immediately.
- 5.11. **Automatic Payment.** Automatic Payment is done automatically via AutoPay on the due date of each invoice based on the Credit or Debit Card details submitted by the Customer, or such other mode of payment made available by ViewQwest from time to time. Customer understands all payments will be automatically charged to the submitted Credit or Debit Card on the statement due date.
- 5.12. **Card Validation.** Customer understands and authorizes VQ to perform a Credit or Debit Card validation exercise. For this exercise, a Ringgit Malaysia One (RM1) will be charged to the Credit or Debit Card for validation purpose only and VQ will void the transaction immediately.
- 5.13. **Current Account Balance.** The amount charged to Customer's submitted Credit or Debit Card every month will be the then current balance on Customer's account. For the purposes of this clause, the current balance is the amount on Customer's statement, plus additional charges billed to the Customer's account after the previous statement was issued, less credits or payments posted to Customer's account.
- 5.14. **Legitimate Use of Card.** If the submitted Credit or Debit Card is not in Customer's name, VQ shall not be held responsible for any fraud or negligence and if there is no notification by either the card holder or the card issuer to VQ, it is presumed that the use of such Credit or Debit Card is legitimate and is permitted by the holder of the Card to be properly used.
- 5.15. **Existing Customer.** If an Existing Customer enrolls for the auto-debit payment service, the auto-debit will commence in the next billing cycle.
- 5.16. **3rd Party Fees.** Customer agrees to be responsible for all fees charged by Customer's card issuer or financial institution associated with using the auto-debit payment service.
- 5.17. **Updating Card Information.** If there is a change to the submitted Credit or Debit Card information, Customer is responsible for updating the relevant information on their account at www.customerportal.viewqwest.com.
- 5.18. **Liability Disclaimer.** VQ shall not be liable for any losses the Customer may incur as a result of a payment made on items incorrectly billed or any delay in the actual date on which Customer's account is debited.
- 5.19. **Foreigner Deposit.** If the Customer is a foreign national, the Customer shall deposit a sum of RM300 as security deposit. Such deposit shall be held by VQ as security for the due performance and observance by the Customer of all covenants, conditions and agreements herein contained. If the Customer shall fail to perform and observe any of the covenants, conditions and agreements herein contained, VQ shall be entitled to forfeit the said deposit absolutely provided that VQ has given the Customer written notice. Upon expiry or termination of the Service, VQ shall return any unused portion of the deposit without interest within twenty-one (21) business days after expiration or termination of the Service.

6. Service Suspension and Termination

- 6.1. **Service Termination – Contractual Plans.** Customer shall have the right to terminate the Service and this Agreement at any time in one of the following ways:
 - a) If the Customer has any free-rental equipment, the Customer may terminate by returning such equipment to VQ office in Kuala Lumpur (Suite 3-#A & 5, Lower Level 3, The Horizon Annexe, Avenue 7, Bangsar South) or Johor Bahru (87, 87A, 87B, Jalan Mutiara 1/9, Taman Mutiara Mas, 81300 Skudai, Johor) and submitting the Service Termination Form. Termination will only be effective upon the return of all rental equipment and/or hardware provided in good working conditions or to a standard acceptable by VQ. In the event the equipment/hardware provided is damaged, the relevant fees will apply.
 - b) If the Customer is not required to return any free-rental hardware, the Customer may terminate by submitting a Service Termination Form to ViewQwest at least 5 business days in advance.
- 6.2. **Early Termination Penalty.** In the event of termination or suspension of the service at any time during the Subscription Period, except where such termination or suspension arises from VQ's material breach or wilful default, then the Customer shall be liable to pay to VQ, in addition to all outstanding fees and charges as at suspension or termination, the sum of the remaining months of broadband monthly subscription fee (price before discount) as agreed liquidation ascertained damages for suspension or early termination. This penalty does not apply to non-contractual plans.
- 6.3. **Service Termination – Non-contractual Plans.** For non-contractual plans, the Customer may terminate the Service and this Agreement at any time by giving VQ at least five (5) days prior written notice.
- 6.4. **Service Reactivation – Non-contractual Plans.** Service reactivation for non-contractual plans, which can be executed at any given time, will require the customer to sign the service reactivation form and pay a service reactivation fee of RM50.
- 6.5. **VQ Suspension or Termination.** VQ may:
 - a) suspend and/or terminate the Service if any fee and/or payment due for the Service provided is not settled in full by due payment date;
 - b) suspend and/or terminate the Service in the event the Customer breaches the terms herein or the General T&C;
 - c) temporarily suspend the Service if any scheduled or unscheduled outages occur which cause interruption to the Service, including but not limited to maintenance of VQ's Equipment or systems;
 - d) suspend and/or terminate the Service if the Customer provided false or incomplete information to VQ;
 - e) suspend and/or terminate the Service if the Customer becomes bankrupt;
 - f) suspend and/or terminate the Service if any Force Majeure Event occurs; or
 - g) suspend and/or terminate the Service if the Customer is in breach of any rules, regulations, by laws, acts, or ordinances.
- 6.6. **Monthly Charges During Suspension.** VQ reserves the right to continue charging the customer monthly service fees during suspension due to non-payment.
- 6.7. **Reactivation After Suspension or Termination Charge.** VQ reserves the right to charge the customer reactivation fee after suspension or termination of RM100.
- 6.8. **Notice of Termination.** Notice of termination will be sent to the Customer via any methods deemed fit based on the details furnished by the Customer during registration on VQ website or the Application Form or as updated by the Customer from time to time.
- 6.9. **Unpaid Fees During Suspension or Termination.** For avoidance of doubt, any suspension or termination of the Service shall not prejudice the right of VQ to recover all charges, costs, and interests due and any other incidental damages incurred thereto.
- 6.10. **Effective Termination Date.** The effective date of the termination will be notified to the Customer or from the Customer to VQ subject to the agreed termination notice mentioned above.
- 6.11. **Customer Liability.** Upon the termination of the Service and this Agreement by either party, the Customer is liable for:
 - a) the subscription fee for the entire Billing Cycle in which the termination occurred, unless otherwise stated
 - b) the outstanding amount for the Service
 - c) return of VQ's ONU (Modem), adapter and Patchcord cable. A penalty fee of RM500 will be imposed on customer if any the rental equipment is not returned or equipment is found to be faulty due to customer's negligence (contractual plans only)
 - d) the Early Termination Charges equal to the sum of the remaining months of broadband monthly subscription fee (price before discount) in the event the termination occurred at any time before the expiry of the Subscription Period (contractual plans only)

All the above charges are deemed to be debt due to VQ and are to be paid by the Customer immediately upon receiving notification from VQ on

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the total amount due in the Customer's account. VQ has the right to set off this debt against any money due to the Customer from VQ.

- 6.12. **Advance Payment Offset.** VQ will also set off any deposit or advance payments collected from the Customer (if any) against any outstanding charges in the Customer's account. The balance (if any) will be refunded to the Customer.
- 6.13. **Termination Rebate for Non-Contractual Plans.** Upon termination of a non-contractual plan, the pro-rated balance for the remaining days of the billing cycle will be refunded to the Customer's bank account via bank transfer within four (4) weeks from the date VQ receives the Customer's written Termination Notice.

Description of Miscellaneous Charges (if applicable)	
Reactivation After Suspension or Termination	RM100
Early Termination Penalty	The remaining months of broadband monthly subscription fee (price before discount)
Reactivation After Termination (Non-Contractual Plans)	RM50
Replacement of ONU in case of damage due to negligence (during contract period)	RM500
Failure to return ONU upon service termination (Contractual Plans)	RM500
Replacement of AC1200 Router in case of damage due to negligence (during contract period)	RM250
Replacement of NETGEAR Orbi RBK20 Router in case of damage due to negligence (during contract period)	RM1060
Replacement of DECT phone in case of damage due to negligence (during contract period)	RM90

7. Service Change and Substitution of Service

- 7.1. **Service Substitution.** Customer acknowledges that VQ has the right to substitute the Service with a comparable service as a result of technological changes or advancement ("Substituted Service"). In such event, the Customer will be notified of the Substituted Service to be provided by VQ. The Customer shall have the right to accept or reject the Substituted Service. In the event the Customer rejects the Substituted Service offered by VQ, the Customer shall have the right to terminate the Service and this Agreement subject to a minimum of thirty (30) days termination notice given to VQ. If the Customer accepts the Substituted Service offered by VQ, then the terms herein shall be deemed to apply for the subscription of the Substituted Service save for any consequential and reasonable changes of terms as parties shall agree in writing.
- 7.2. **Service Relocation.** The Customer is able to request for a Service Relocation subject to the following conditions:
 - a) The Customer is required to fulfil at least twelve (12) months of their existing contract.
 - b) The Customer shall pay a relocation fee of RM200.
 - c) The Customer shall restart their contract for a period of thirty-six (36) months.
- 7.3. **Service Relocation – Noncontractual Plans.** Service Relocation, which can be executed at any given time, will require the customer to sign the relocation form and pay the relocation fee of RM200.
- 7.4. **Service Upgrade.** Subject to ViewQwest's approval, the Customer may upgrade their Service by submitting the service revision form to ViewQwest. Such upgrade may require the customer to be subjected to a new contract period depending on the plan the Customer chooses.
- 7.5. **Service Downgrade.** Subject to ViewQwest's approval, the Customer may downgrade their Service by submitting the service revision form to ViewQwest. The Customer will be charged RM35 for such downgrade. Such downgrade may require the customer to be subjected to a new contract period depending on the plan the Customer chooses.
- 7.6. **Service Upgrade – noncontractual plans.** Service upgrade, which can be executed at any given time, will require the customer to sign the service revision form.
- 7.7. **Service Downgrade – noncontractual plans.** Service downgrade, which can be executed at any given time, will require the customer to sign the service revision form.
- 7.8. **Service Recontract.** For customer who is re-contracting with VQ, the contract period will be twelve (12) or twenty-four (24) months from the date of activation of the Service ("Activation Date") according to the new re-contracted plan as subscribed by the Customer.
- 7.9. **Service Recontract – Hardware.** Upon service recontract, the Customer may or may not receive new hardware based on the character of the service and is under the sole discretion of VQ.
- 7.10. **Outstanding Amount.** In order to perform any service change, the Customer must first pay any outstanding amount for the Service.
- 7.11. **VQ Approval.** Any request for change of the Service's package plan is subject to VQ's approval.

8. Freedom DNS

- 8.1. Freedom DNS grants access to certain geo-restricted websites around the world. ViewQwest neither owns nor is responsible for content on said websites. Content may be added/removed at any point at the discretion of the perspective website/app owners.
- 8.2. ViewQwest shall not be responsible for any fees incurred or subscriptions to any website/app accessed through Freedom DNS.
- 8.3. The listed websites/apps accessible through Freedom DNS are subject to change. ViewQwest reserves the right to add/remove support for any website/app at any time without prior notification.
- 8.4. Subscribers will not be able to access Netflix Malaysia titles should they opt for Netflix USA. Request to switch the Netflix Malaysia content routing from Netflix USA to Netflix Malaysia and vice-versa can take up to 2 business days.
- 8.5. Termination request of Freedom DNS during or after the trial period, if any, has to be sent in to cs.my@viewqwest.com. Any verbal instruction shall not be honoured.
- 8.6. The 3-month Freedom DNS trial is provided with all contractual broadband plans on VQ-owned networks. The trial is non-transferable, non-exchangeable or non-redeemable for cash, billing credits or any other form of products and services. Freedom DNS is optional at RM28/month upon end of free trial. Monthly subscriptions will continue automatically upon the end of the free trial. Customers have to inform ViewQwest before the end of the free trial should they wish to discontinue the subscription. This may be done at any time within the trial period.
- 8.7. Should the customer cancel the 90-day trial, any and all remaining days of the trial shall be forfeited without the option to resume the trial at a later date.

9. Limitation of Liability/Right of Entry

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- 9.1. **Warranty Liability Limitation.** VQ makes no warranty of any kind, either expressed or implied, and expressly disclaims all implied warranties, including, but not limited to warranties of accuracy of the Service for a particular purpose of the Customer. Save for loss or damage due to injury or death arising from the gross negligence or wilful default of VQ, VQ shall not be liable to the Customer for any indirect, consequential and incidental loss, cost, claim, liability, expenses, demands or damages whatsoever, loss of profits, loss of savings, loss of data or loss of business arising out of the Customer's failure or inability to use the Service or VQ's Equipment provided by VQ or delay, loss or damage or service failure due to computer viruses, worms, computer sabotage, denial of service attacks, DNS spoofing attacks or other hacking attacks of a similar nature. VQ's liability (if any) is limited to restore the Service and if necessary, to replace VQ's Equipment or any part thereof if VQ reasonably determines that VQ's Equipment is not in working conditions or faulty and not due to fault of the Customer.
 - 9.2. **Accessed Data.** The Customer acknowledges that VQ does not and cannot in any practical way supervise, edit or control the content and form of any information or data accessed by the Customer through the relevant Service. VQ does not guarantee nor provide any warranties whatsoever that the Service or any information or data accessed by the Customer through the relevant Service, will not be offensive, obscene, upsetting, seditious or defamatory to the Customer. The Customer shall exercise his discretion when using the Service at all times and VQ shall not be held responsible and hereby disclaim any and all liabilities whatsoever with regard to any information or content accessed through the relevant Service.
 - 9.3. **Customer Premise.** Upon agreement by the Customer, the Customer shall confer VQ at all facilities and/or accommodations within the Customer's authority for the purpose of installation, inspection and maintenance of the Service, and shall give the necessary access or way leave to VQ and its employees at reasonable convenient times, as agreed by the Customer, to enter into the Customer's premise for the abovementioned purposes. If VQ is unable to secure any facility(ies) mentioned above, VQ may, without prejudice to any other provisions of this Agreement, either suspend the Service or terminate this Agreement at any time after written notice has been issued to the Customer.
 - 9.4. **Violation Indemnification.** The Customer agrees to indemnify, defend and hold VQ, its officers, directors, employees, agents, shareholders, licensors and suppliers harmless from and against all losses, expenses, damages and costs, including lawyer's fees, resulting from any violation by the Customer of these terms and conditions or asserted by any third party due to or arising out of Customer's use of the Services.
- 10. Force Majeure**
- 10.1. **Liability Limitation.** Neither party shall be liable for any breach of these terms and conditions arising from cause beyond its control including but not limited to Acts of God, insurrection of civil disorder war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, industrial disputes of any kind (whether or not involving either party's employees), electricity or power failure, cable cut, fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies for whom neither party is responsible or any other cause whether similar or dissimilar outside either party's control ("Force Majeure Event").
 - 10.2. **VQ Liability.** VQ shall not be liable in the event that the Customer suffers loss or damage due to Force Majeure Event.
- 11. General**
- 11.1. **Laws of Malaysia.** These terms and conditions are governed by the laws of Malaysia, without reference to conflict of laws principles. Any dispute between the Customer and VQ regarding these terms and conditions will be subject to the exclusive jurisdiction of the courts located in Malaysia and the Customer expressly waive all defences to jurisdiction.
 - 11.2. **Terms and Conditions.** These terms and conditions contain the entire understanding between the parties hereto with respect to the Services, and supersedes all previous oral or written agreements or understandings between the Customer and VQ, and no advice or information, whether oral or written, obtained by the Customer (whether before or after the date the Customer accepts these terms and conditions) shall create any obligation or warranty on the part of VQ not expressly stated herein. The Customer may also be subject to additional terms and conditions that may apply when the Customer uses any other services offered by VQ. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these terms and conditions.
 - 11.3. **Invalidity.** If any provision of these terms and conditions is held invalid, the remainder of these terms and conditions will continue in full force and effect, and if any provision(s) of these terms and conditions is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.
 - 11.4. **Waiver of Provision.** VQ's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right unless acknowledged and agreed to by VQ in writing.