

SPECIFIC TERMS AND CONDITIONS

Vesta Shield



The Vesta Shield is a smart monitoring solution provided by ViewQwest for the Customer's home or business.

1 Overview

- 1.1 This Specific Terms and Conditions, read together with the General Terms and Conditions, and any other agreement entered into between the Customer and ViewQwest as necessary for the provision of the Services, when attached to or referenced in the Service Application Form, will constitute a contract between the Customer and ViewQwest for the provision of the Services. Accordingly, the Customer agrees to use the Services in accordance with the terms and conditions of the contract between the Customer and ViewQwest.
- 1.2 This Specific Terms and Conditions apply to the Customer who subscribed to the Vesta Shield, related Value-Added Services, and related Promotions ("**Services**"). Unless otherwise defined in this Specific Terms and Conditions, the words used in this Specific Terms and Conditions shall bear the same meaning as those used in the relevant agreements entered into between the Customer and ViewQwest.

2 Definitions

- 2.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings in this Specific Terms and Conditions:-

Charges	Shall mean charges payable by the Customer to ViewQwest, including (where applicable) installation, connection, re-connection, usage, cancellation, administrative, and other related charges payable for the Services.
End Points	Shall mean the following Vesta Accessories:- (a) Door/Window Sensor; (b) TriSensor; (c) HD Camera; (d) Nanomote Quad; and (e) Any other future End Points that ViewQwest authorises to be compatible with the Services.
Escalation List	Shall mean the list of three (3) designated contacts as determined by the Customer in the Vesta App. The aforesaid designated contacts shall include the relevant details including but not limited to their full name and contact number.
Notifications	Shall mean an automated notification in the form of an in-app notification on the Vesta App, Short Message System text, or any other medium as prescribed by ViewQwest.
Premises	Shall mean the address of the premises owned or occupied by the Customer as indicated in the Service Application Form for ViewQwest to provide the Services at.
Service Activation Date	Shall mean the date the Services is fully activated and ViewQwest starts billing the Customer
Service Application Form	Shall mean the service application form made available through the ViewQwest Online Signup Portal or in physical copy, which shall be completed by the Customer in connection with the Services.
Service Interruption	Shall mean insufficient coverage, power outages, termination of service and access, environmental conditions, interference, non-payment of applicable fees and charges, unavailability of radio frequency channels, system capacity, upgrades, repairs or relocations, and priority access by emergency responders in the event of a disaster or emergency.
Service Term	Shall mean the term (including the initial term and any extension or option term) for each ordered Services, which shall commence on the Service Activation Date.
Updates	Shall mean patches, bug fixes, updates, upgrades, and other modifications to improve the performance of the Services.
Value-Added Services	Shall mean the value-added services provisioned in conjunction with the Vesta Shield.
Vesta Accessories	Shall mean any approved smart monitoring system and connected devices compatible with the Vesta Shield that is used in connection with the Services.
Vesta Shield	Shall mean the smart living management system comprising of the following:-

- (a) The Vesta Hub used to control the smart living management system in connection with the Services;
- (b) The Vesta App used in connection with the Services; and
- (c) The Vesta Accessories provided, sold, leased or rented in connection with the Services.

3 Services

3.1 ViewQwest shall provide the Services to the Customer in accordance with this Specific Terms and Conditions, and any other agreement entered into between the Parties in connection with the Services provided under this Specific Terms and Conditions.

3.2 As part of the Services, ViewQwest will:-

(a) Monitor the End Points in the Customer's Premises in accordance with the following provisions:-

- (i) The Services will only apply to the maximum number of End Points based on the type of Services subscribed as indicated in the Service Application Form; and
- (ii) Any additional End Points other than the applicable maximum number of End Points will not be monitored by ViewQwest.

(b) Provide Notifications in accordance with the following provisions:-

- (i) Notifications regarding the status and alarms on the Services are provided for informational purposes only – they are not a substitute for a third-party monitored emergency notification system;
- (ii) ViewQwest will send Notifications to the Customer in accordance with the Escalation List and mode of delivery settings as determined by the Customer; and
- (iii) The Customer shall at all times warrant that the information provided in the Escalation List is accurate and complete.

3.3 The Services are provided as a convenience and on good effort basis to the Customer. The Customer should not rely on the Services as a means for preventing theft, accidents, fire, or damage to the Premises. It is the Customer's responsibility to ensure that the Services is maintained in good working order and that the Services is used in a safe and responsible manner. ViewQwest does not guarantee any results or the accuracy of any results that the Customer may obtain from the Services.

3.4 The Customer acknowledges and agrees that:-

- (a) They shall not rely on the Services for any life safety or critical purposes. The Services offered by ViewQwest is not an emergency contact service or dispatch centre, an emergency service provider or dispatch service, or a lifesaving solution for people at risk in the Customer's Premises or otherwise;
- (b) The Services, including remote access and Notifications, are not error free or 100% reliable and available. Proper functioning of the Services relies and is dependent on including, but not limited to, the transmission of data through the Customer's Wi-Fi network enabled wireless device (such as a mobile phone or other smart device), Internet access or Cellular Backup Services, for which neither ViewQwest, nor any Internet or data carrier is responsible, and may be interrupted, delayed, refused, or otherwise limited for a variety of Service Interruptions;
- (c) The Service Interruptions may result in the Services being unreliable or unavailable for the duration of the Service Interruptions. ViewQwest is unable to and do not guarantee that the Customer will receive Notifications within any given time, or at all;
- (d) The Services may be suspended temporarily, with or without notice, for security reasons, system failure, maintenance and repair, or other circumstances. The Customer agrees that they will not be entitled to any refund or rebate for such suspensions. ViewQwest does not offer any specific uptime guarantee for the Services; and
- (e) The Services is not available to all persons or in all countries and shall be for residential and Small Medium Business ('SME') use only and for new or existing ViewQwest customers in Malaysia only.

3.5 The Services are provided to the Customer for the Customer's personal use only and shall not, without limitation,-:

- (a) Use the Services for any unlawful purposes;
- (b) License, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services;

SPECIFIC TERMS AND CONDITIONS

Vesta Shield



- (c) Modify, make derivative works of, disassemble, reverse-compile or reverse-engineer any part of the Services;
- (d) Access the Services in order to build a similar or competitive service or product;
- (e) Except as expressly stated in this Specific Terms and Conditions, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means;
- (f) Upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer or communications network, computer, smart device, data, the Services, or any other system, device, or property;
- (g) Interfere with, disrupt, or attempt to gain unauthorised access to the servers or networks connected to the Services or violate the regulations, policies, or procedures of such networks;
- (h) Access (or attempt to access) any of the Services by means other than through the interface provided by ViewQwest; and
- (i) Remove, obscure, or alter any proprietary rights notice (including copyrights and trademark notices) that may be contained in, or displayed in connection with the Services.

3.6 The Services can only be used with ViewQwest Broadband Services. The Services does not include internet access and such subscription fees and other fees for connectivity services may apply.

3.7 ViewQwest reserves the right to modify, suspend, or discontinue the whole or any part of the Services from time to time with or without notice. The Customer agrees that ViewQwest will not be liable to the Customer or to any Third Party for any modification, suspension, or discontinuance of the Services or any part thereof.

4 Cellular Backup (if applicable)

4.1 In the event of any Service Interruptions, including but not limited to the Customer's Wi-Fi Network, the Services may be unreliable or unavailable for the duration of the Service Interruption. As part of the Services, a Cellular Backup (subject to availability and/or subscription) may be installed to improve connectivity in the event of any Service Interruption and to decrease the likelihood of interruption of the Services and access to the various features and functionalities of the Services.

4.2 ViewQwest is not responsible for any damages or losses that may result from the Service Interruption including, but not limited to, during the transition period of switching between the Customer's Wi-Fi Network and Cellular Backup and vice versa.

4.3 The Customer shall not abuse or misuse the Cellular Backup Services. If ViewQwest determines, in its sole discretion, that the Customer has misused or abused the Cellular Backup Services, ViewQwest reserves the right to:-

- (a) Suspend and/or restrict, in whole or in part, the Customer's access to the Services and/or Cellular Backup Services, without any liability to the Customer until the breach has been remedied;
- (b) Charge the Customer the prevailing excess data charges incurred for the duration of the abuse/misuse; and/or
- (c) Terminate the Services in accordance with this Specific Terms and Conditions.

5 Updates

5.1 ViewQwest may, from time to time, develop Updates and these Updates will be automatically installed without providing any additional notice or receiving any additional consent.

5.2 By agreeing to this Specific Terms and Conditions, the Customer consents to receive automatic Updates. The Customer acknowledges that they may be required to install Updates to use the Services and the Customer agrees to promptly install any Update that ViewQwest provides.

5.3 Any future release, update, or other addition to functionality of the Services shall be subject to this Clause 5 as well.

5.4 If the Customer declines to receive such Updates, ViewQwest may terminate the Services by giving the Customer written notice to stop using the Services.

6 Equipment

6.1 ViewQwest will provide a 1-to-1 exchange policy for the Vesta Hub and Vesta Accessories during the contractual period, i.e. the contractual term or period of 24-months as indicated in the agreement for Services. For the avoidance of doubt, these are provided to the

SPECIFIC TERMS AND CONDITIONS

Vesta Shield



customer on lease basis and the ownership remains with ViewQwest. They shall be returned to ViewQwest upon termination of the services unless otherwise agreed by the parties in writing.

7 Technical Support

7.1 In the event of any queries or technical support issues, the Customer may contact ViewQwest at +03 2775 0100 or via email at residential.support@viewqwest.com for residential customers and corporate.support@viewqwest.com for corporate accounts.

7.2 In the event that the Customer requires on-site technical support, it shall be subject to availability and the relevant prevailing Charges.

8 Order and Provisioning

8.1 To order the Services, the Customer shall order the Services using the applicable Service Application Form.

8.2 The Customer acknowledges and agrees that the installation of the Services at the Customer's Premises may be affected by the layout of the Customer's Premises including, but not limited to, an interference with the signal between the Vesta Hub and Vesta Accessories. As such, the installation of the Services is done on a best effort basis and ViewQwest does not guarantee that the Services will be working 100% as a result.

9 Term

9.1 The Services shall commence on the Service Activation Date for a Service Term of twenty-four (24) months or such other period as set out in the Service Application Form, unless terminated in accordance with this Specific Terms and Conditions.

9.2 Upon expiry of a Services, the Service Term will be automatically renewed on a monthly basis on similar terms, unless prior to the expiry of the Service Term, the Customer gives one (1) month prior written notice to ViewQwest of its intention not to renew.

10 Charges

10.1 In addition to the provisions set forth in the agreements entered into between the Parties, the Customer shall pay ViewQwest the following Charges in accordance with this Clause 10:-

- (a) The Charges for the Services as set out in the Service Application Form;
- (b) Any applicable One Time Charges and/or Miscellaneous Charges as set out in Schedule 1; and
- (c) Any additional non-recurring charges including:-
 - (i) Any non-recurring charges imposed by local access providers in connection with Service reconfigurations or cancellations;
 - (ii) Service upgrades or modifications;
 - (iii) Service cancellations or disconnections; and
 - (iv) Miscellaneous charges to install, upgrade, modify, or disconnect any aspect of the Services due to the Customer's delay or default.

10.2 All Charges payable to ViewQwest are exclusive of any Taxes unless stated otherwise. All such Taxes arising out of or in connection with this Specific Terms and Conditions shall be borne by the Customer.

10.3 Unless otherwise stated in this Specific Terms and Conditions, the Customer will be billed two (2) months in advance on the first month of billing and one (1) month in advance every subsequent month, unless terminated in accordance with this Specific Terms and Conditions.

11 Promotions

11.1 For promotional offers in relation to the Services ("Promotions"), the relevant Promotion Terms and Conditions shall apply. In the absence of such Promotion Terms and Conditions, the Promotions Clause set out in the General Terms and Conditions shall apply.

12 Suspension

12.1 In addition to the provisions set forth in the agreements entered into between the Parties, ViewQwest may suspend the Services if:-

- (a) The Customer is in breach of any terms and conditions of this Specific Terms and Conditions; or

- (b) The Customer fails to pay any invoice or any Charges under Clause 10 of this Specific Terms and Conditions.

13 Termination

- 13.1 The Customer shall provide seven (7) days prior written notice to ViewQwest if the Customer wishes to terminate the Services.
- 13.2 In addition to the provisions set forth in the agreements entered into between the Parties, ViewQwest may also terminate the Services by way of written notice to the Customer:-
 - (a) Immediately if the Customer is in breach of any terms and conditions of this Specific Terms and Conditions;
 - (b) Immediately if the Customer is using the Services in contravention of any applicable law, license, code, regulation, and/or direction;
 - (c)
 - (d) If the Customer fails to pay any invoice or any Charges under Clause 10 of this Specific Terms and Conditions in accordance with the procedure set out in the General Terms and Conditions; or
 - (e) With written notice if ViewQwest subsequently decides to discontinue the operation and/or provision of the Services to Customer.
- 13.3 Upon terminated, the Customer shall return the Vesta Hub to ViewQwest within seven (7) calendar days in addition to the followings:
 - (i) if terminated within the contractual period, the Early Termination Charges fee of RM1,500.00 would applies and the Vesta Accessories needs to be returned to ViewQwest within seven (7) calendar days; or
 - (iii) If terminated after the contractual period, no termination fee would apply and the Vesta Accessories would be owned by the Customer.
- 13.4 Where the Services is terminated, the Customer shall be liable to pay ViewQwest any outstanding Charges and Early Termination Charges as set out in Schedule 1 (if applicable) in accordance with the terms and conditions of the contract between the Customer and ViewQwest.

14 General

- 14.1 ViewQwest expressly disclaims all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement to the fullest extent permitted by applicable law. No advice or information whether oral or written obtained by the Customer from ViewQwest or through the Services will create any warranty not expressly made in this Specific Terms and Conditions.
- 14.2 This Specific Terms and Conditions may be varied or amended from time to time with or without notice and any such variation or amendment shall take effect as from the date of such variation or amendment. The display of the revised Specific Terms and Conditions on the ViewQwest website constitutes notice of such variation or amendment. The Customer, by continuing to use any Services after any notice of any variation or amendment is given by ViewQwest, shall be deemed to have agreed to be bound by this Specific Terms and Conditions as so varied or amended. No consent, assent, approval, or agreement from any Third Party shall be necessary for such amendment.
- 14.3 In the event of any conflict between this Specific Terms and Conditions and the General Terms and Conditions, this Specific Terms and Conditions shall prevail.

This space is intentionally left blank.

Schedule 1
Table of Charges

1 One Time Charges

1.1 The Customer may be required to pay the following One Time Charges for the provision of the Services:-

Description	Charges (S\$) exclusive of SST
Installation on weekdays (0900h to 1800h)	Waived
Installation on weekdays (1801h to 2000h) or Saturday (0900h to 1800h)	Waived
Early Termination Charges	RM1,500.00
Transfer of ownership	RM100.00

2 Miscellaneous Charges

2.1 The Customer may be required to pay the following miscellaneous Charges for the provision of the Services:-

Description	Charges (S\$) exclusive of SST
Customer-requested onsite visit	RM150.00
Credit Card Late Payment Fee (after 3 consecutive declined charges within 1 month)	RM5.00

This space is intentionally left blank.