



SUBSCRIBER'S APPLICATION FORM AND AGREEMENT FOR PR1MA COMM RESIDENTIAL BROADBAND PLAN

Type of Application:

New application Change of Plan

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. FILL UP THE DETAILS, ATTACH THE SUPPORTING DOCUMENTS AS REQUIRED AND E-MAIL TO enquiry@pr1macomm.my APPLICATION MUST BE MADE BY PR1MA HOME'S OWNER OR ANY AUTHORISED PERSON (AUTHORISATION LETTER FROM THE HOME OWNER IS REQUIRED)

RM 10
STAMP DUTY

Section A. Particulars of Applicant/Subscriber ("Customer")

Name as per NRIC:

NRIC:

Installation Address:

City:

Postcode:

State:

Office Tel No:

Mobile No:

Email:

Alternative No:
(optional)

Section B. Product/Service Details

Type of Product/Service (Package prices are to be advised):

1. PR1MA Comm Residential Broadband Plan

PR1MA Comm 30 (RM 79)

PR1MA Comm 60 (RM 99)

2. VOIP Telephone Line

PR1MA Comm VoIP (added – RM 10)

3. Preferred Installation Date

Date 1: ___/___/___ Time : AM/PM

Date 2: ___/___/___ Time : AM/PM

Date 3: ___/___/___ Time : AM/PM

*While we exercise reasonable effort to meet your preferred date, there is no guarantee that we would be able to meet your request

Section C. Billing Information

Please tick if the address is the same as address above.

Billing Address:

City:

Postcode:

Billing Email:

State:

Billing:

Email

Itemised paper bill (RM 3/month)

Section D. Important Notes (Must Read)

General

1. This service is subject to a 24-month contract ("Contract Period") and by subscribing to any of PR1MA Comm Product/Service as mentioned in Section B (the 'Services'), the applicant or subscriber (the "Customer") is bound by the Terms and Conditions set forth herewith. Any termination of the Services by the Customer within the Contract Period shall be penalised with an early termination fee of RM500.00 and made payable to PR1MA Comm.
2. PR1MA COMM RESIDENTIAL BROADBAND PLAN is on a Best Efforts Basis (refer to Best Effort Basis" clause).
3. In the event the Customer requests to downgrade the existing package of the Services, such request is subject to a fee of RM200 per application made payable to PR1MA Comm.
4. The 1st PR1MA Comm bill will include a stamp duty fee and the bill will be pro-rated accordingly.
5. There will be no installation fee for standard installation.

Installation

1. Upon receiving the application form from the Customer, PR1MA Comm will inform and set the appointment date for installation of the Services to the Customer accordingly.
2. Any additional charges imposed by the PR1MA Comm appointed external contractors for concealed wiring, over ceiling, customized wiring etc. in the Customer's premises shall not be covered by the standard PR1MA Comm installation practice and such charges shall be borne by the Customer.
3. The Customer or any authorised person must be present at the installation address to allow access for the contractor to complete the installation works and sign the necessary installation document.
4. Any request for deferment or changes to the appointment date for installation of the Services by the Customer is subject to penalty fee of RM200.00 made payable to PR1MA Comm. Such request shall be made available and informed to PR1MA Comm accordingly at least 24 hours before the appointment date. Any new appointment date for installation of the Services is subject to PR1MA Comm and the appointed external contractor's availability.
5. Drilling works shall not be required in all PR1MA Homes where all units are installed with the fibre optic wiring which capable for the standard installation. In the event the Customer requests to relocate the fibre optic wall socket location in the premises, minimal drilling works is required to the premises and PR1MA Comm assumes that the Customer has obtained all necessary approval and/or consent required for drilling purposes on the said premises.

Best Efforts Basis

PR1MA Comm would not be able to guarantee on the quality and/or timely delivery of the data being delivered to the Customer. For the avoidance of doubt, the Services shall apply to all Customers on a Best-Effort Basis where all Customers are being provided with an unspecified bit rate and delivery time on a sharing basis bandwidth, which fluctuate based on the total number of users on the network at a time.

Internet Access Speed

The internet access speed depends on various factors such as access to some international websites could be slow due to traffic volume, etc. Some web servers restrict capacity to handle huge traffic demand or may even restrict download speed to ensure fair access to all users. Network congestion may be unavoidable due to network maintenance or outages. Running multiple applications at the same time such as peer-to-peer Bit Torrent, etc. can degrade the access speed. Multiple users sharing the connection at the same time can also degrade the speed. Some configurations of the PC operating systems can compromise the internet access performance. For the avoidance of doubt, the wireless connectivity might affect the speed of the internet access compared to the stabled wire-connection.

- By registering, using and accessing PR1MA Communications Sdn. Bhd. Broadband Access Service and VOIP and/or any other services which may be provided by PR1MA Comm from time to time, I hereby agree to be bound and be subject to these terms and conditions as contained herein. (Please tick ✓)



Document Requirement

Customer must provide a copy of the following documents prior to registration:

- NRIC or Passport (for non-citizens) and
- Electrical Bill and such other documentary proof of Customer's approval/authority to subscribe to PR1MA Comm Service and/or customer's authorised signatory(ies)

Section E. For Office Use Only (to be filled by operation staff of PR1MA Comm)

Name:

Signature:

Customer Account Number:

Date:

Section F. Terms and Condition (All Residential Broadband Plans)

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SIGN UP FOR THE SERVICE PROVIDED BY PR1MA COMMUNICATIONS SDN BHD ("PR1MA COMM"). BY INDICATING YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN, YOU ARE DEEMED TO ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL THE FOLLOWING TERMS AND CONDITIONS FOR THE USE OF THE SERVICES. PR1MA COMM RESERVES THE RIGHT TO UPDATE OR REVISE THESE TERMS AND CONDITIONS FROM TIME TO TIME. PR1MA COMM MAY GIVE NOTICE OF AMENDMENT TO THE CUSTOMER IN A MANNER AS PR1MA COMM DEEMS NECESSARY AND APPROPRIATE. CONTINUATION IN THE ACCESS OR USE OF THE SERVICES SIGNIFIES ACCEPTANCE OF THE CHANGES TO THESE TERMS AND CONDITIONS.

A. Service Installation and Equipment Requirement

1. The Customer may choose the preferred installation date and time during registration subject to available slot for installation of the Services and PR1MA Comm reserves the right to advise and determine the installation date and time at its sole discretion.
2. The Customer hereby grants PR1MA Comm the access and authority to install the equipment for the Services (the "Equipment") which may include but not limited to:
 - Wall drilling;
 - Visible wiring (nailed to wall); and
 - Customer Premise Equipment ("CPE") setup and testing.
3. For installation at Customer's premises located within a high-rise building, PR1MA Comm shall not be responsible for any damages to the building's internal wiring and/or any other losses which arise during the installation of the Services. The Customer shall indemnify PR1MA Comm against any claim by any party including building owner or management corporation.
4. In the event the Customer requests for re-wiring or re-installation of the Services, PR1MA Comm shall charge the Customer the re-wiring/re-installation fee of RM300.00 or such other reasonable sum as may be determined by PR1MA Comm from time to time.
5. PR1MA Comm shall not be responsible for service downtime and any damages resulting from any construction and/or renovation works carried out by the Customer or any third party, during or after the installation of the Services.
6. The Customer acknowledges that PR1MA Comm does not in any way provide concealed wiring installation works even the same being requested by the Customer. PR1MA Comm may propose to the Customer the recommended list of contractor(s) for the concealed wiring works (wall or ceiling) which the Customer shall deal and make payment directly to the appointed contractor. Appointment date for the installation of the Services shall be arranged by the Customer upon completion of the concealed wiring works.
7. The Customer or any authorised person shall be present during the installation works of the Services failing which PR1MA Comm has the right to defer the installation. Deferment and/or cancellation fee shall be reasonably imposed by PR1MA Comm and shall be borne by the Customer.
8. The Customer or any authorised person shall acknowledge and sign the Service Acceptance Form (SAF) upon installation, completion and service activation.
9. The 24 months Contract Period shall commence on the day the Customer signed the SAF.
10. In the event of any blockage to the underground fibre cable due to any action of the Customer or third party or for any other reason not attributable to PR1MA Comm, PR1MA Comm reserves the right to charge the Customer for civil works and/or associated cost for any amount that shall be reasonably determined by PR1MA Comm.
11. Any cancellation or deferment to the appointment date for installation of the Services by the Customer within 24 hours prior to the appointment shall be charged a penalty of RM200 made payable to PR1MA Comm. Any new appointment date for installation of the Services shall be determined by PR1MA Comm.
12. In the event of failure or non-compliance of the installation guidelines and requirements mentioned herein, PR1MA Comm reserves the right to cancel the Customer's order or terminate the Customer's application without any liability whatsoever to either party.
13. PR1MA Comm shall provide to the Customer installation warranty of fourteen (14) days from the installation date of the Services ("Warranty"). The warranty shall be limited to wiring and CPE fault due to installation done by PR1MA Comm. For the avoidance of doubt, PR1MA Comm's liability and the Customer's sole and exclusive remedy shall be limited to labour, repair and material cost and shall not cover any work and associated cost as a result of the

Customer's fault of any renovation or alteration to the premises either within the Warranty or otherwise. In such cases, the Customer shall be charged for the re-wiring cost or other related repair works and such charges shall be determined by and payable to PR1MA Comm.

14. The Customer acknowledges that the Equipment provided by PR1MA Comm for the Services remains and belongs to PR1MA Comm and shall be returned to PR1MA Comm upon expiry of the Contract Period. Any defects to the Equipment within the Contract Period shall be covered by PR1MA Comm's warranty provided that such defects shall not cause by the acts of God or negligence of the Customer during the utilisation of the Equipment for the Services. On the contrary, the Customer shall be charged for any cost incurred in rectifying the defect or replacement of the Equipment.

B. Fees, Billing and Payment

1. Monthly subscription fee for the Services shall be at the rate indicated in Section B of the Application Form.
2. Monthly subscription fee shall be charged continuously to the Customer and payable to PR1MA Comm upon connection of the Services regardless of the usage.
3. Any stamp duty and service tax chargeable for the provision of the PR1MA Comm Service shall be borne by the Customer and shall be charged to the Customer's first bill.
4. The first bill of PR1MA Comm Service subscription fee shall consist of the installation fee together with a stamp duty fee and pro-rated 1-month subscription fee.
5. For reconnection of the Services, the Customer shall make full payment of all outstanding fees and other charges (inclusive of reconnection fee) to PR1MA Comm.
6. PR1MA Comm reserves the right to charge interest to the Customer for the outstanding sum remain unpaid at the rate of 1% per month calculated from the due date to the date of full payment.
7. PR1MA Comm reserves the right to disconnect the Services where the Customer fails to make any payment of the bill for a period of 2 months.
8. In the event the Customer wishes to apply for reconnection of the Services, a reconnection fee of RM10.00 and the total outstanding including late interest and other charges from the previous cycle bill shall be paid in full to PR1MA Comm. Partial payment may be accepted but might not result in reconnection of the Services.

C. Terms and Condition for PR1MA COMM Service

1. The Services shall only be available for Customer in residential area. Any other application for the Services made by Customers other than residential is subject to written approval by PR1MA Comm.
2. The Customer may upgrade the package of the Services two (2) days after the installation date.
3. The Customer may downgrade the package of the Services within the Contract Period and such downgrade shall be charged with a downgrade fee of RM200.00 made payable to PR1MA Comm.
4. The Services is subject to scheduled maintenance inspection and technical testing by PR1MA Comm. For the avoidance of doubt, the coverage of the Services shall be based on the coverage of PR1MA service boundaries at all time and not be based on any service boundaries determined by any local authorities or council.
5. The Customer is under obligation to inform and apply to PR1MA Comm for any relocation of the Services by submitting the application form for relocation. In the event the relocation of the Services is unable to be provided by PR1MA Comm due to coverage limitation, the Customer may apply for termination of the Services and subject to an early termination fee as mentioned in this Terms and Conditions. Upon termination of the Services, the Customer shall return the Equipment that has been installed for the Services including but not limited to CPE to PR1MA Comm.
6. The Customer is under the obligation to provide PR1MA Comm with utility bills of the new relocation address for proof of relocation failing which PR1MA Comm has the right to terminate or suspend the Services.

7. The Customer has no right to resell or sublet the Services to any third party where such action is prohibited under the applicable rules regulated by PR1MA Comm and any other laws and regulations under the laws of Malaysia which include but not limited to the Communications and Multimedia Act 1998.
8. In the event the Customer breaches any of the term contained herein, PR1MA Comm reserves the right to take necessary action including but not limited to termination and/or suspension of the Services without prior notice or compensation to the Customer.
9. At all times, PR1MA Comm does not guarantee and provide any warranties to the Services or any information or data accessed by the Customer through the Services which may contain, offensive, obscene, upsetting, seditious, defamatory or explicit contents to the Customer. The Customer shall have absolute discretion and control of the utilisation of the Services provided by PR1MA Comm and PR1MA Comm shall not be held responsible and liable for any information and/or contents accessed through the Services.
10. Minimum period for subscription of the Services is twenty-four (24) months or equivalent to the Contract Period.
11. Early termination fee of RM500.00 will be charged to the Customer for termination of the Services within 24 months of the Contract Period.
12. In the event PR1MA Comm terminates the Services due to breach by the Customer of these Terms and Conditions or termination by the Customer within the Contract Period, such termination shall be subject to the agreed penalty fee as specified herein. Cancellation or termination of the Services shall be made by the Customer or any authorised representatives and be communicated to PR1MA Comm. PR1MA Comm reserves the right to deduct or offset the deposit or any advance charges for value added service paid by the Customer for payment of any outstanding amount due as a result of such termination or cancellation, as the case may be.
13. Customers that have been blacklisted by PR1MA Comm shall not be entitled to subscribe the Services.
14. All CPE provided by PR1MA Comm for the Services come with two (2) years manufacturing warranty limited to device manufacturing defect and/or fault only. PR1MA Comm's liability shall be limited to labour, repair and replacement of the defective devices due to manufacturing defects. The Customer shall be liable to pay the labour, repair and replacement cost in the event of damage and faulty caused by the act and negligence of the Customer or any third party. At any reasonable time, the Customer shall report and inform PR1MA Comm on the defective devices for the necessary repair and/or replacement.
15. The Customer shall exercise standard reasonable care and be responsible for the safety and security for all CPE equipment provided by PR1MA Comm.
16. Upon termination of the Services, the Customer shall return the Equipment to PR1MA Comm subject to the agreed time and date between PR1MA Comm and the Customer within fourteen (14) days from the termination date failing which, the Customer shall pay the penalty fee for unauthorised holding of the Equipment at a rate to be determined by PR1MA Comm.
17. In the event the Customer requested PR1MA Comm for on-site support visit within the Warranty Period, the Customer shall pay the cost of such visit to PR1MA Comm at an amount of RM50.00 per visit or at such other rate which shall be determined by PR1MA Comm from time to time. For the avoidance of doubt, such payment shall not include any materials or equipment replacement cost which shall be charged separately by PR1MA Comm to the Customer.
18. The Customer shall not transfer the rights, benefits, interest or liabilities in connection the Services to any party without obtaining written consent from PR1MA. In the event the Customer wishes to effect such transfer, the Customer shall submit the application to transfer to PR1MA Comm and all other necessary documents as and when requested by PR1MA Comm.
19. In the event PR1MA Comm is unable to provide the Services or the network connection for any reason whatsoever beyond its control (including but not limited to loss of any license, easement, requirements of any governmental or regulatory authority or orders by the court and failure to deliver by a third party supplier), PR1MA Comm may



suspend or terminate all or any part of the Services with immediate effect without prior notice or compensation and without prejudice to its rights to damages for any antecedent breach by the Customer.

20. PR1MA Comm reserves the right to amend, alter or vary the Terms and Conditions from time to time.

D. Privacy Policy

1. Personal Data Protection Act 2010 (PDPA)
- At all times, PR1MA Comm will protect the Customer's personal data pursuant to Personal Data Protection Act 2010 (PDPA). Kindly refer to PR1MA Comm's notice at www.pr1macomm.my/PDPA.html for details.

2. Information sharing

Subject to Section D clause 1 above, PR1MA Comm reserves the right to provide and share the Customer's information with any other third party based on the following circumstances:

- In the event PR1MA Comm has obtain the Customer's consent;
- In the event PR1MA Comm provides such information to its subsidiaries, affiliated companies, government agencies or other persons authorised by PR1MA Comm for the purpose of processing and/or confirming the information on behalf of PR1MA Comm in accordance with the instructions and compliance of this Privacy Policy with high security measures and confidentiality.;
- PR1MA Comm believes and exercises good faith for the protection, usage, preservation and/or disclosure of such information where it is reasonably practicable to: -
 - satisfy any applicable laws, regulations, legal processes or enforceable governmental requests;
 - enforce applicable Terms and Conditions, including but not limited to investigation of potential violations thereof;
 - identify, discover, prevent, address any legal issues related to fraud, security and any other technical issues; or
 - protect against any harm, damage and injury to any rights, property or safety of PR1MA Comm, its Customers or the public as required and permitted by law.

3. Information security

- PR1MA Comm shall exercise appropriate security measures to keep, protect and secure the information from any unauthorised access, alteration, disclosure or destruction of the data. Such exercise shall include internal reviews of PR1MA Comm's data collection, storage and processing practices including but not limited to appropriate encryption and physical security to protect against unauthorised access to PR1MA Comm's database.

4. PR1MA Comm allows access to personal information only to PR1MA Comm's employees, contractors and authorised person but limited to the purpose of processing such information as requested by PR1MA Comm. PR1MA Comm's employees, contractors, and the authorised person are bound by confidentiality obligations to protect such information failing which PR1MA Comm shall take necessary action. Enforcement

- PR1MA Comm reserves the right to review this Privacy Policy from time to time. In the event PR1MA Comm receives formal written complaints from the Customer, PR1MA Comm may contact the Customer to resolve any issue related to the Services.
- PR1MA Comm reserves the right to seek assistance and cooperation with the relevant authorities to resolve any issues and matters arising within the Services including but not limited to data protection, transfer and access of the Customer's personal data in the event such issues fail to reach a consensus and cannot be resolved between the parties..

5. Changes to this Privacy Policy

- The Customer acknowledges that this Privacy Policy and its contents may be changed, amended and varied by PR1MA Comm in writing from time to time.

Upon receipt of this application, PR1MA COMM reserves the right to verify any information provided by the Customer and reserves the right to decline any application without any reason thereof and is not obligated to respond to any request on any unsuccessful application.

Section G. Undertaking

I/We, _____ (Customer's name),
IC No _____ confirm that the information given herein is correct and hereby accept and agree to this Terms and Conditions for the Services.

By signing this form, I/We hereby agree that PR1MA Comm shall has the right to obtain, use and process my/our personal data that I/We have provide in this form for the purposes mentioned in the Personal Data Protection Notice published in www.pr1macomm.my/pdpa.html

Applicant's Signature

Name:

Date: