



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

**RM 10
STAMP DUTY
except change of
plan**

Section A. Particulars of Applicant

Name as per NRIC:

NRIC:

Installation Address:

City:

Postcode:

State:

Mobile No:

Office Tel No:

Email:

Alternative No:
(optional)

Section B. Product/Service Details

Type of Product/Service:

1. PR1MA Comm Residential Broadband Plan with monthly charges

- | | | |
|--|---|---|
| <input type="checkbox"/> PR1MA Comm 3 (RM79) | <input type="checkbox"/> PR1MA Comm 25 (RM119) | <input type="checkbox"/> PR1MA Comm 55 (RM169) |
| <input type="checkbox"/> PR1MA Comm 6 (RM89) | <input type="checkbox"/> PR1MA Comm 30 (RM79*) | <input type="checkbox"/> PR1MA Comm 105 (RM249) |
| <input type="checkbox"/> PR1MA Comm 8 (RM99) | <input type="checkbox"/> PR1MA Comm 35 (RM129) | |
| <input type="checkbox"/> PR1MA Comm 15 (RM109) | <input type="checkbox"/> PR1MA Comm 45 (RM149) | |

2. VOIP Telephone Line with monthly phone rental

- PR1MA Comm VoIP (with Broadband Plan - FOC)
 PR1MA Comm VoIP 25 (RM25)
 PR1MA Comm VoIP 45 (RM45)

3. Preferred Installation Date

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

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

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

***60GB monthly quota for download and one-time device purchase needs to be made**

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 additional charge)

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. Appointment for installation will be informed to the customer after PR1MA Comm receives the application form.
2. Concealed wiring, over ceiling work, customized wiring etc. are not covered by the standard PR1MA Comm installation practice. Charges imposed by external contractors for all such non-standard work shall be borne by the customer.
3. The customer's authorized person must be available to sign off the installation process during the PR1MA Comm installation.
4. A penalty of RM200 will be charged for any request for deferment of installation, on the day of installation. Any changes or deferment must be made at least 24 hours before the appointment time. Any new appointment is subject to slot availability.
5. No drilling work will be involved as all PR1MA unit are built-in with the fibre optic connection inside each unit for the standard installation. If there is any request by the customer to relocate fiber optic wall socket location, drilling works are required to the premises and PR1MA Comm assumes that the customer has obtained all necessary approvals or consents required for drilling to be done on the premise. [Any such drilling work is not covered by the standard PR1MA Comm installation practice and additional charges for the same shall be borne by the customer.

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.

I have read and understood, and accept and agree with all the above (Please tick ✓)

Document Requirement

Customer must provide copy/photocopy of the following documents prior to registration

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



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

Staff Name:

Product Code:

Signature:

Remarks (if any):

Account Number:

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

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SIGN UP FOR 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 PR1MA COMM SERVICES PROVIDED BY PR1MA COMM. PR1MA COMM RESERVES THE RIGHT TO, AND YOU AGREE THAT PR1MA COMM MAY, UPDATE OR REVISE THESE TERMS AND CONDITIONS AT ANY TIME AND FROM TIME TO TIME AT ITS SOLE DISCRETION. PR1MA COMM MAY GIVE NOTICE OF ANY SUCH UPDATE OR REVISION TO THE CUSTOMER IN SUCH A MANNER AS PR1MA COMM DEEMS NECESSARY AND APPROPRIATE. CONTINUATION IN THE ACCESS AND/OR USE OF THE PR1MA COMM SERVICE BY THE CUSTOMER AFTER SUCH UPDATE OR REVISION SHALL BE DEEMED AS ACCEPTANCE OF SUCH UPDATE OR REVISION.

A. Service Installation and Equipment

1. The Customer may choose preferred installation date and time during registration subject to installation slot availability. However, there is no guarantee that the preferred date and time would be met. PR1MA Comm reserves the right to advise and determine any new installation date and time as it deems appropriate.
2. The Customer hereby grants PR1MA Comm the authority to install PR1MA Comm Services at the Customer's premises, which installation may include (without limitation):
 - Wall drilling;
 - Visible wiring (nailed to wall); and
 - Customer premises equipment ("CPE") setup and testing.
3. For installation at the Customer's premises located within a high-rise building, PR1MA Comm will not be responsible for any damage to the building's internal wiring. The Customer shall indemnify PR1MA Comm against any claim by any party in respect of any such damage, including (without limitation) building owner or management corporation.
4. For any request by the Customer for any re-wiring or re-installation, PR1MA Comm shall have the right to charge the Customer a fee of RM300.00 or such other sum as may be determined by PR1MA Comm from time to time.
5. PR1MA Comm shall not be responsible for service downtime. PR1MA Comm shall also not be responsible for any damage resulting from construction and renovation done by the Customer or any third party, during or after the installation of the PR1MA Comm service.
6. The Customer acknowledges that PR1MA Comm will not provide any concealed wiring even if the same is requested by the Customer. PR1MA Comm may propose the recommended list of contractor(s) for any concealed wiring work (wall or ceiling) but the Customer will deal with and make payment directly to the Customer's appointed contractor. Re-appointment for the purpose of PR1MA Comm Service installation will be arranged when the concealed wiring work is completed.
7. The Customer or its authorized representative must be available during PR1MA Comm service installation failing which PR1MA Comm has the right to defer the installation. Deferment and/or cancellation fees shall be imposed by PR1MA Comm and shall be borne by the Customer.
8. The Customer must sign off the Service Acceptance Form ("SAF") prior to installation, completion and service activation.
9. The 24 months contract period will commence on the day customer signed-off the SAF.
10. In the case of underground fibre blockage due to any act of the Customer or any 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 an amount that shall be determined by PR1MA Comm
11. Any cancellation or deferment of installation appointment by the Customer made after 24 hours prior to installation time or made when PR1MA Comm installation team is already at the Customer's premises shall be subject to a charge of RM200. Re-appointment for the purpose of installation shall thereafter be subject to available time and date as may be determined by PR1MA Comm.
12. In the event of failure to comply with any installation guidelines and requirements, PR1MA Comm has the right to cancel the order or terminate the Customer's application without liability whatsoever to the Customer.
13. PR1MA Comm will provide 14 days of installation warranty to the Customer. This warranty shall be limited to any wiring and CPE fault due to installation done by PR1MA Comm. For the avoidance of doubt, PR1MA Comm's liability herein 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 or any renovation or alteration to its premises either within the installation warranty period or otherwise. In such cases, the Customer shall be charged for any re-wiring or other related works and such amount as shall be determined by PR1MA Comm.
14. The Customer acknowledges that any equipment provided by PR1MA Comm for the PR1MA Comm services ("Equipment") belongs to PR1MA Comm and the said equipment shall accordingly be returned to PR1MA Comm upon expiry or any termination of the period of this agreement ("Contract Term"). Any defects to the equipment during the first 2 years of the Contract Term shall be covered by PR1MA Comm's warranty that such Equipment are serviceable and in reasonably good working order, provided always such warranty shall not cover defects caused by acts of God or the negligence or any other act or omission of the Customer in the use of the Equipment. In such cases, the Customer shall be charged for any costs incurred in rectifying the defect or replacing the Equipment with new Equipment.

B. Fees, Billing and Payment

1. Monthly subscription fees for the service shall be at the applicable rate indicated in the Application Form or such rates as may be prescribed and informed to the customer by PR1MA Comm from time to time.
2. Monthly subscription fees shall be continuously chargeable and payable by the customer upon and after connectivity of internet access regardless of 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 bills.
4. The first bill of the PR1MA Comm service subscription fee shall consist of the installation fee together with stamp duty and pro-rated 1-month subscription fee.
5. Full settlement of outstanding fees and other charges (inclusive of reconnection fee) as may be imposed by PR1MA Comm is required to reconnect any disconnected PR1MA Comm service.
6. For any outstanding amount remaining unpaid after the due date stated in the invoice, PR1MA Comm reserves the right to charge the Customer interest on the sum that remains unpaid at the rate of 1% per month to be calculated from the due date to the date of full payment.
7. Your service will be disconnected if you fail to settle all outstanding amounts for more than 2 months.
8. If your service is disconnected for non-payment, you can reconnect your service after a reconnection fee of RM10.00 and the total amount you owe, including any charges from previous bill cycle, are paid in full. Partial payments may be accepted but will not necessarily result in reconnection of service.
9. Package downgrade within the 24 months contract is subjected to a fee of RM200.00.
10. A termination fee of RM500.00 is chargeable for termination of service within the 24-month Minimum Subscription Period.

C. PR1MA COMM Service

1. The PR1MA Comm service package is available only for residential or other types of Customers as shall be approved by PR1MA Comm.
2. The Customer is only allowed to upgrade the PR1MA Comm service package after expiry of two (2) days from the installation date.
3. PR1MA Comm one-time installation fee of RM250.00 (standard installation) shall be chargeable to Customer.
4. PR1MA Comm Service is subject to serviceability check and technical testing. PR1MA Comm Service coverage will be based on PR1MA Comm service coverage boundaries and not based on boundaries as determined by any local authorities or council.
5. The Customer must notify PR1MA Comm prior to relocation of premises. PR1MA Comm has the right to terminate the PR1MA service if relocation cannot be entertained by PR1MA Comm for any reason whatsoever in which event, the Customer shall return the CPE that came with the PR1MA Comm service subscription.
6. The Customer must provide utilities bills as proof of the new address of relocation. Failing to do so may result in termination or suspension of the PR1MA Comm service.
7. The Customer shall not resell or sublet the PR1MA Comm service to any third party or contravene any and all applicable laws and regulations relating to the PR1MA Comm Service including but not limited to rules and regulations under the Communications and Multimedia Act 1998.
8. Should the Customer commit a breach or potential breach of any term herein, PR1MA Comm reserves the right to take any action including but not limited to termination or suspension of the PR1MA Comm service without prior notice or compensation of any kind to the Customer.
9. The Customer acknowledges that PR1MA Comm 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 PR1MA Comm service. PR1MA Comm does not guarantee and does not provide any warranties whatsoever that the PR1MA Comm service or any information or data accessed by the Customer through the PR1MA Comm service, will not be offensive, obscene, upsetting, seditious or defamatory to the Customer. PR1MA Comm also does not in any manner whatsoever and howsoever provides any express and/or implied representation, warranty and/or guarantee that the usage of the PR1MA Comms service by the Customer is free and

protected from any programs, mechanisms, programming devices, malware or other computer code designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any hardware, software program or code, or any computer system. The Customer shall exercise discretion when using the PR1MA Comm Service at all times and PR1MA Comm shall not be held responsible and hereby disclaim any and all liabilities whatsoever with regard to any information or content accessed through the PR1MA Comm service.

10. The minimum period of subscription ("Minimum Subscription Period") for each PR1MA Comm Service package is 24 months from service activation date.
11. If PR1MA Comm terminates the PR1MA Comm service due to breach by the Customer or if the Customer cancels or unilaterally terminates the PR1MA Comm service after the service activation date but prior to the expiry of the Minimum Subscription Period, such termination or cancellation shall be subject to any agreed compensation and conditions as specified herein. Cancellation or unilateral termination by the Customer for any reason whatsoever shall only be done by Customer in person or through its authorized representative, as the case may be, and must be communicated to PR1MA Comm's personnel in charge. PR1MA Comm reserves the right to blacklist any person at its sole discretion. Blacklisted customers are not eligible to subscribe to any PR1MA Comm service plan.
12. All CPE provided by PR1MA Comm is subject to 2-years warranty for manufacturing fault and/or defect only. PR1MA Comm's liability herein and the Customer's sole and exclusive remedy shall be limited to labor, repair and material cost and shall not cover any repair or replacement and associated cost as a result of fault or negligence on the part of the Customer or any third party. In any case of CPE fault, Customer needs to report such fault with PR1MA Comm. Any CPE replacement or repair needed due to the act, negligence or default of Customer or any third party shall be at the Customer's cost.
13. The Customer shall be responsible for the safety and security for all CPE supplied by PR1MA Comm
14. PR1MA Comm reserves the right to collect all CPE or any CPE provided upon the termination of the PR1MA Comm service. The collection of CPE is subject to the agreed date and time with Customer no less than 14 days after termination of service date. Failing which, PR1MA Comm has the right to charge to the Customer the cost of any of the CPE as shall be reasonably determined by PR1MA Comm.
15. Within the installation warranty period, the Customer shall bear the cost for on-site support visit requested from PR1MA Comm at the rate of RM50.00 per visit or at such other current prescribed rate as shall be determined by PR1MA Comm from time to time. The charge is not inclusive of any materials or equipment replacement charges that Customer may be required to pay PR1MA Comm
16. The Customer shall not assign or otherwise transfer any of the Customer's rights, benefits, interest and/or liabilities in connection with the PR1MA Comm service and/or this agreement save with the written consent of PR1MA Comm.
17. The Customer acknowledges and agrees that these terms and conditions may be updated and/or revised at any time and from time to time by PR1MA Comm at its sole discretion. PR1MA Comm may give notice of any such update or revision to the Customer in such a manner as PR1MA Comm deems necessary and appropriate. Continuation in the access and/or use of the PR1MA Comm service by the Customer after such update or revision shall be deemed as acceptance of such update or revision.

D. Privacy Policy

1. In compliance with the Personal Data Protection Act 2010 ("PDPA"), PR1MA Comm is committed to the protection of your personal data. Kindly refer to the notice at www.pr1macomm.my/PDPA.html for detailed notice which shall form part of the terms and conditions herein.



Section G. Confirmation of Acceptance

I/We, _____ (Customer's name),
IC No _____ confirm that the information given herein is true and correct and hereby
accept any and all responsibility for the PR1MA Comm service and agree to accept and be bound by the Terms and Conditions
herein for the usage of the PR1MA Comm service.

- Please tick here to indicate that you have read and understood, and accept and agree to the general and new package terms and conditions.

Applicant's Signature

Name:

Date: