

## TERMS OF SERVICE

Welcome to **www.itgtel.com**. Terms and conditions stated below applies to all visitors and users of **www.itgtel.com**. You are bound by these terms and conditions as long as you're on **www.itgtel.com**

### 1. DEFINITION

"ITGTEL" means ITG Telecommunication Sdn Bhd.

"Agreement" means this document and the context contained herein.

"Service Order" means ITGTEL's prescribed form to be submitted by prospective customer.

"Customer(s)" means the party who has agreed to subscribe to ITGTEL communication services and to the terms and conditions of this agreement.

"Deposit" means the refundable deposit to be held by ITGTEL as security for payment of the service payment.

"Service" means the communication services as provided by ITGTEL to the customers.

"System" means any matter, thing, equipment, facility, apparatus, wire, or cable connect to ITGTEL least cost network for the provision of the services.

### 2. EFFECTIVE DATE OF AGREEMENT

"The agreement shall be deemed to be effective only when the application by the customer is approved and accepted by ITGTEL upon signing of this agreement.

### 3. SCOPE OF AGREEMENT

**3.1** ITGTEL shall in consideration of the service payment to be made by the customer and subject to the term and conditions contained in the agreement install such system deem necessary to provide the customer the service from the commencement date (unless early terminated) provided that the customer concurrently performs the obligation stated in this agreement.

#### 3.2 Commencement Date

Billing will commence from the date services initiated.

### 4. SERVICE PAYMENT

**4.1** The Customer must pay to ITGTEL the monthly bill issued within fourteen (14) days from the date of the relevant bill.

**4.2** The Customer's liability to pay the monthly bill will continue even if there are defects in the good or service breakdown.

**4.3** ITGTEL will be entitled to appropriate first from any payment or payments received from Customer any amount necessary to settle any sums due from the Customer under this Agreement even if you intended for such payment or payments to be appropriated as payment or payments of relevant bill.

**4.4** All payments under this Agreement must be made in Ringgit.

**4.5** Any sums paid by cheque will only be credited to the ITGTEL account after such cheques have been cleared.

### 5. OBLIGATIONS, COVENANTS AND UNDERTAKINGS OF THE CUSTOMER

**5.1** The Customer undertakes to obtain, effect and keep paying all charges which may be required in connection with the use of the system.

**5.2** The Customer undertakes to comply with all laws, rules, and regulations in relation to the system, and its use.

**5.3** ITGTEL shall not be liable to any damage, which may arise from the connection of the customer's or a third party's equipment to the system or any part thereof or for the quality, accuracy and transmission of the communications and messages due to connection of such equipment to the system.

**5.4** The customer shall be responsible for his own internal wiring and sockets on their own equipment for the connection to ITGTEL's system.

**5.5** The customer shall undertake to promptly disconnect the equipment from the system if requested by ITGTEL to do so at any time.

**5.6** The customer shall strictly comply with and ensure compliance with all instructions/notices given by ITGTEL regarding the use of the least cost network.

**5.7** In the event that changes are introduced to its network ITGTEL shall not be responsible to ensure that the customer's equipment will continue to be compatible with the network.

**5.8** Customer shall adopt such reasonable procedures to safeguard the account number, pin number, or user ID number from unauthorized access. Failure to do so shall render the customer liable to compensate ITGTEL for actual loss, damage or expense suffered.

**5.9** The customer shall notify ITGTEL within thirty (30) days' written notice prior to any change of the customer's premises for provision of the service.

## **6. LATE CHARGES**

The Customer must pay to the ITGTEL interest at the rate of One Point Five per centum (1.5%) on any monies payable under this agreement which may from time to time be overdue from the Customer.

## **7. TERMINATION OF THE AGREEMENT AND DISCONNECTION OF SERVICE**

**7.1** ITGTEL may without prejudice to disconnect the provision of any of the services if:

7.1a) the charges or any arrears payable under this agreement are unpaid

7.1b) the customer shall be adjudged bankrupt or if receiving order is made against him or if he makes any composition or arrangement with or assignment for the benefit of its creditors or have winding-up petition presented against it or have a receiver appointed over its assets.

7.1c) Legal proceedings have been instituted against the customer for non-payment of any outstanding loan.

7.1d) the customer has provided any particulars which incorrect or false.

7.1e) the customer fails to observe any of these terms and conditions.

This agreement shall terminate on the date of such termination/disconnection, and the customer shall be liable to ITGTEL for all charges and fees due up to and including the date of such termination/disconnection, ITGTEL shall further have the right to remove the system or services.

**7.2** upon payment by the customer or arrears of the service payments and any other charges due and owing to ITGTEL, ITGTEL in its absolute discretion may restore the provision of the services and this agreement shall continue to be in force, and customer shall in such event pay the re-connection charges of RM10.00 and other charges outstanding deemed necessary by ITGTEL.

**7.3** subject to clause 3.2, the customer may terminate this agreement by giving ITGTEL at least thirty (30) days prior written notice. Upon the termination of this agreement, the customer shall promptly pay all outstanding service payments.

**7.4** If the customer vacates the premises or if in the opinion of ITGTEL the said premises is no longer occupied by the customer, ITGTEL reserves the right to summarily terminate the provision of the service without being liable to the customer in damages or otherwise, and without prejudice to ITGTEL right under this agreement.

## **8. SUSPENSION OR TERMINATION OF SERVICE**

During the period of the provision of the services, it necessary ITGTEL may:

8.1 suspend or terminate all or part of the services in the event of the occurrence of an event of force majeure.

8.2 provide such additional information or instructions or directions to the customer to enable ITGTEL to maintain the quality of the services provided with more efficiency and effectiveness.

8.3 suspend the provision of the services for maintenance and upgrading of ITGTEL's communication services.

8.4 terminate the provision of the services at premises which are declared to be unauthorized or unsafe by the relevant authorities.

8.5 terminate the provision of the services where the customer uses or permits the use of any equipment for which approval has not been obtained or where the approval has been revoked by the ITGTEL.

8.6 interrupt the use of the services to the customer for the purpose of testing or investigating any fault reported by such customer or detected by ITGTEL or

suspected fault of malfunction of ITGTEL network.

## **9. ITGTEL'S CONSENT PERMISSION APPROVAL**

Any consent permission or approval given by ITGTEL may be at ITGTEL absolute discretion to revoke by written notice. ITGTEL shall be entitled to impose restrictions on customers relating to this use of the services.

## **10. NOTICES OR ACCOUNT**

10.1 Any account, demand, notice, or other document required or authorized to be given by either of the parties to this Agreement to the other under the Act will be given as follows:

a) By delivering it to him personally.

b) By emailing it to him at his last known email address; and

c) By posting it by registered post addressed to him at his last known address.

10.2 Any other account, demand, notice, or document required or authorized to be given by ITGTEL to the Customer under this Agreement (including and writ or other originating process against the (Customer) will be deemed to have been given if:

a) served the Customer personally.

b) sent to him by prepaid ordinary mail accompanied by a Certificate of Posting.

or

c) left at the address stated in this Agreement or at the Customer's last known registered or business address.

10.3 Any such account, demand, notice, writ or originating process sent by post will, to the extent permitted by law or regulation, be conclusively deemed to have been received by the Customer within seventy-two (72) hours after the date of such posting.

## **11. AMENDMENT OF AGREEMENT**

ITGTEL reserves the absolute right to amend the terms and conditions contained in the agreement including the sums payable as service payment. Notice of such a change may be given to the customer but the changes shall take effect from the date the changes are made. ITGTEL shall have the right to make any alteration or modification to the services at any time if it considers necessary for the proper and efficient functioning of its network.

## **12. LIMITATIONS TO LIABILITY**

12.1 ITGTEL shall not be liable for any loss or damage sustained by reason of any disclosure, inadvertent, or otherwise or any information concerning the customer's account or for any disclosure required to be made pursuant to the law or court order. Further ITGTEL shall not be liable for any error, omission, or inaccuracy with respect to any information disclosed.

12.2 ITGTEL shall not be liable for any loss or damage which may be occasioned through the interruption or loss of use of the services from any cause whatsoever, but in case of such interruption or loss of use of the service and unless specified otherwise ITGTEL shall make every effort to restore the service as soon as possible.

12.3 ITGTEL reserves the right to change and/or relocate any PIN number or USER ID number to customer at any time without being liable for any loss or inconvenience attributable to the change/allocation of the numbers whatever may be the cause for the change/allocation.

12.4 The customer's sole remedy for the inefficient provision of the service by ITGTEL shall be rebate or credit of the service payments in accordance with ITGTEL's current policies.

12.5 ITGTEL shall not be liable for loss of profits, goodwill, or any type of special or indirect or consequential loss (including action brought against the customer by any third party)

## **13. FORCE MAJEURE**

ITGTEL shall not be liable for breach of any provision under this agreement caused by any act or action or otherwise beyond the control of ITGTEL including without limitation natural disaster, emergency, action of the government or any municipal authority, breach by communications operator of an interconnection or other agreement with ITGTEL.

## **14. SEVERABILITY**

In the event any terms and conditions in this agreement is found to be unlawful or illegal, such terms and conditions shall be excluded and such exclusion shall not affect the enforceability, legality, and lawfulness of this agreement anyway.

## **15. WAIVER**

Any failure, delay, or neglect by ITGTEL in enforcing any terms and conditions of this agreement shall not be deemed a waiver of any of ITGTEL's rights or as affecting the validity of the whole or any part of this agreement.

## **16. NOTICES OR ACCOUNTS**

Any notice prior written consent, the customer shall be deemed sufficiently served or given if left or sent by post to the customer's address stated in this agreement.

## **17. ASSIGNMENT**

Except with ITGTEL prior written consent, the customer shall not assign or in any way transfer the rights and obligations or any benefits or interest under this agreement.

## **18. GOVERNING LAW**

This agreement shall be governed by and construed in all aspects in accordance with the laws of Malaysia.

## **19. BINDING AGREEMENT**

This agreement shall be binding to the heirs, personal representatives, and successors in title and permitted against of the parties.

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