

# STANDARD TERMS & CONDITIONS

## ARTICLE 1 INTRODUCTORY PROVISIONS

### Section 1.01

#### Application of these Standard Terms & Conditions

- (i) By using our services (including, without limitation the Subscribed Service (as defined below)) and/or this website ("Site"), or where applicable, clicking to accept or agree to these standard terms and conditions ("**these Standard Terms & Conditions**"), our privacy policies made accessible or available on this Site ("**Privacy Policies**") when such an option or check box is made available to you ("**you**" or "**Subscriber**" interchangeably), you agree to be bound by these Standard Terms & Conditions and our Privacy Policies solely at your own risk and expense, including those additional terms and policies referenced herein or made available by hyperlink, if any. If you do not agree to any or all of these Standard Terms & Conditions and our Privacy Policies, please refrain from accessing, browsing, or using our services and/or this Site.
- (ii) In addition to the foregoing, you shall become bound by these Standard Terms & Conditions by:
- (a) submitting your application for the Subscribed Service (as defined below) through our subscription application form in printed version, WhatsApp or other digital platform ("**Subscription Application Form**"); and
- (b) signing and accepting the service/delivery order ("**Service Order**") during or upon installation of the Devices (as defined below) at your preferred installation address ("**Installation Address**") (the date of your signing and accepting the Service Order shall be referred to as "**Service Commencement Date**").
- (iii) These Standard Terms & Conditions govern the relationship between you and the provider of the Subscribed Service (as defined below), **ORIGIN TECHLAB SDN BHD (Company No. 202201036250 (1481947-X))** ("**Origin Techlab**" or "**we**" or "**us**" or "**our**" interchangeably) and shall remain valid throughout the period commencing from the Service Commencement Date and expiring on the expiry or termination of the Subscribed Service (as defined below) ("**Plan Period**") unless terminated by Origin Techlab pursuant to the provisions contained in these Standard Terms & Conditions subject to any survival of provisions in these Standard Terms & Conditions. We reserve the right to update, change, amend, modify or replace any or all of these Standard Terms & Conditions by incorporating such updates, changes, amendments, modifications and/or replacements into these Standard Terms & Conditions without notice to you. For the avoidance of doubt, any such updates, changes, amendments modifications and/or replacements shall be binding on you and you are advised to review these Standard Terms & Conditions periodically as your continued use of the Subscribed Service constitutes your acceptance to the changes made to these Standard Terms & Conditions.
- (iv) Save and except for No-Contract Plan and unless the Subscriber notifies Origin Techlab in writing at least thirty (30) days before the expiry of the initial Plan Period if his/its intention not to renew the initial Plan Period, the Subscribed Services shall be automatically renewed for the subsequent period(s) equal to the length of initial Plan Period commencing on the day after the expiry of the initial Plan Period upon the terms and subject to the conditions of this Subscription Agreement. The provisions of this Section 1.01(iv) shall apply to subsequent periods thereafter.

### Section 1.02

#### Subscription Application Form & Service Order

These Standard Terms & Conditions shall form an integral part of the Subscription Application Form and the Service Order. In the event

that any provision of the Subscription Application Form and the Service Order is inconsistent with any of these Standard Terms & Conditions, the provision in the Subscription Application Form and the Service Order shall prevail. The Subscription Application Form, the Service Order, these Standard Terms & Conditions and the Privacy Policies shall collectively be referred to as "**this Subscription Agreement**".

### Section 1.03 Activation of Account

Upon acceptance of the duly signed Service Order on the Service Commencement Date, we shall create and activate an account and assign an identical account number specifically for your subscription of the Subscribed Service. You shall specify such account number when making any payment to Origin Techlab.

### Section 1.04 Definition

In this Subscription Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

<u>Term</u>	<u>Meaning</u>
Device Deposit	means the refundable deposit of RM200.00 or RM500.00 (which is applicable to foreigner-Subscribers or Subscribers for No-Contract Plan) or such other amount as specified in the Subscription Application Form;
Devices	means such devices required to be installed for your use and continued use of the Subscribed Service during the Plan Period (and its subsequent renewal, if any) such as optical line terminal, optical network unit, Wi-Fi router, gateway and/or other device or equipment as may be determined by Origin Techlab from time to time;
Confidential Information	means any information which is disclosed by a disclosing party to the receiving party pursuant to or in connection with this Subscription Agreement (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such);
Force Majeure	the expression "Force Majeure" means:  (i) war, hostilities (whether the war be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war or terrorism; or  (ii) natural catastrophe including but not limited to earthquakes, pandemic, floods, subsidence, lightning, inclement weather or any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take effective precautions; or  (iii) riot and disorder, strike, lockout, labour unrest or other industrial disturbances; or  (iv) action or inaction of Governmental Authority that has an impact upon the operation of business of Origin Techlab (including without limitation, restrictions or shut down on business or operation of Origin Techlab and/or Governmental Authority; restrictions on financial institutions, transportation or information distribution systems; or the revocation or refusal to grant any of the requisite consents or approvals, where such revocation or refusal is not due to the fault of Origin Techlab);

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Term	Meaning	Term	Meaning
Governmental Authority	means any federal, state or local or any foreign government or authority, or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or any court, tribunal or arbitral body in any relevant country or jurisdiction;	Subscription Fees	means the monthly fee/charges for subscription of the Subscribed Services payable by the Subscriber to Origin Techlab as specified in the Subscription Application Form; and
Insolvent	means in relation to an individual, he: <ul style="list-style-type: none"> <li>(i) commits an act of bankruptcy under the bankruptcy law to which he is subjected to; or</li> <li>(ii) any action is taken for or with a view to adjudicating him bankrupt; or</li> <li>(iii) has a receiver appointed over or an incumbrancer takes possession of any of his assets; or</li> <li>(iv) enters into dealings with any of his creditors with a view to avoiding or in expectation of insolvency;</li> </ul> In relation to a company, it: <ul style="list-style-type: none"> <li>(i) is deemed unable to pay its debts under the law to which it is subjected to; or</li> <li>(ii) any action is taken for or with a view to its winding up (whether compulsory or voluntary) other than a winding up for the sole purpose of reorganisation, amalgamation or reconstruction;</li> <li>(iii) has a receiver appointed over or any incumbrancer takes possession of any of its assets; or</li> <li>(i) enters into dealings with any of its creditors with a view to avoiding or in expectation of insolvency;</li> </ul>	Two-Year Contract Plan	means a subscription for the Subscribed Service by the Subscriber under which the commitment period for subscription shall be two (2) years.
Intellectual Property	means letters, patent, trademarks whether registered or unregistered, registered or unregistered designs, utility models, copyrights including design copyrights, application for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or in additions to an invention, Confidential Information, know-how and any research effort relating to any of the above mentioned, business names whether registrable or not, moral rights and any similar rights in any country;	<b>Section 1.05 Construction</b> Unless the context otherwise requires, the interpretation and construction of this Subscription Agreement shall all be subject to the following provisions: <ul style="list-style-type: none"> <li>(i) words importing one gender include all other genders and words importing singular include the plural and vice versa;</li> <li>(ii) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";</li> <li>(iii) the term "Parties" means Origin Techlab and the Subscriber, collectively;</li> <li>(iv) the term "Party" means either Origin Techlab or the Subscriber, as the case may be;</li> <li>(v) the term "working day" means a day or any day on which a licensed financial institution in Kuala Lumpur and Selangor Darul Ehsan is open to the public for business, but shall exclude public holidays, Saturdays and Sundays;</li> <li>(vi) headings and sub-headings are included in this Subscription Agreement for ease of reference only and shall not affect the interpretation or construction of this Subscription Agreement;</li> <li>(vii) references in this Subscription Agreement to any Article or Section without further designation shall be construed as a reference to the Article or Section so numbered;</li> <li>(viii) reference to an Article is a reference to the whole of that Article unless stated otherwise; and</li> <li>(ix) word or phrase indicates an exception to any of the provisions of this Subscription Agreement and a wider construction is possible, such word or phrase is not to be construed <i>ejusdem generis</i> with any foregoing words or phrases and where a word or phrase serves only to illustrate or emphasise any of the provisions of this Subscription Agreement, such word or phrase is not to be construed, or to take effect as limiting the generality of such provision.</li> </ul>	
Laws	means any local, state, national and/or foreign law, treaties, order, judgment, decree, rule, by-law, code and/or regulations applicable to a relevant Party as may be promulgated, made or pronounced by the Governmental Authority;	<b>ARTICLE 2</b> <b>INSTALLATION OF DEVICES &amp; SUBSCRIBED SERVICE</b> <b>Section 2.01 Installation of Devices</b> <ul style="list-style-type: none"> <li>(i) Origin Techlab may engage competent third party contractors to perform or carry out the installation of the Devices at the Installation Address on your preferred date stated in the Subscription Application Form or thereabout ("<b>Installation Date</b>") and in this connection, you shall ensure the grant of access to such third party contractors for such purposes on the Installation Date.</li> <li>(ii) The operation or use of the Subscribed Services by the Subscriber may require certain system requirements which do not form part of the Devices, such desktop and laptop computers, or smart-phone, tablet, reader, software or any other device or hardware now known or to be developed in the future ("<b>Other System Requirements</b>"). The provision of Other System Requirements does not form part of Origin Techlab's obligations under this Subscription Agreement and the Subscriber shall be solely responsible for obtaining any and all Other System Requirements required to operate or use the Subscribed Services.</li> </ul>	
No-Contract Plan	means a subscription for the Subscribed Service by the Subscriber under which the commitment period for subscription is not specified subject always to a minimum commitment period of one (1) month from the Service Commencement Date. For the avoidance, the Subscribers of No-Contract Plan remain subject to this Subscription Agreement;		
Subscribed Services	means the internet plan and service subscribed by the Subscriber as specified in the Subscription Application Form;		

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### Section 2.02 Subscribed Services

- (i) Subject to payment of Deposit, advance Subscription Fees (if any) and such other registration fee, once-off charges that may be imposed pursuant to or specified in the Service Order and invoiced by Origin Techlab, Origin Techlab shall, subject to the terms in this Subscription Agreement, carry out and complete the necessary works of provisioning the Subscribed Services by the Service Commencement Date stated in the Service Order and perform the requisite service acceptance test in accordance with Section 2.02(ii) below.
- (ii) Subject to the Subscriber rendering all assistance and co-operation required by Origin Techlab to facilitate the service acceptance test on the Installation Date, Origin Techlab shall perform the service acceptance test for the Subscribed Services. Once such test is satisfactorily completed, Origin Techlab shall provide the form or certificate which:
  - (a) certifies that the Subscribed Services are ready for use,
  - (b) specifies the commission or activation date; and
  - (c) such other relevant particulars to the Subscriber.

The Subscriber is required to sign on and return such form or certificate to Origin Techlab no later than three (3) working days of its receipt, failing which the Subscriber shall be deemed to be satisfied with the service acceptance test and accept the Subscribed Service commencing from the Service Commencement Date.

### Section 2.03 Obligations of Subscriber

The Subscriber shall:

- (i) be responsible for his/its authorised users' use of the Subscribed Services and their compliance with this Subscription Agreement;
- (ii) ensure the accuracy, authenticity and validity of the information and documents as provided initially to Origin Techlab;
- (iii) use reasonable efforts to prevent unauthorized access to, or use of, the Subscribed Services by other third parties through its systems, and notify Origin Techlab promptly of any such unauthorised access or use;
- (iv) use the Subscribed Services solely for its own personal use or business purposes;
- (v) allow Origin Techlab, its authorised personnel or contractors to enter into the premise at the Installation Address for inspection of the Devices from time to time during the Plan Period (and its subsequent renewal, if any);
- (vi) not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer or otherwise make the Subscribed Service available to any third party, other than to his/its authorised users;
- (vii) not use the Subscribed Services for any fraudulent, unlawful, illegal or improper purpose or in violation of the applicable Laws;
- (viii) not knowingly send or store viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs to and in the network system of Origin Techlab;
- (ix) not interfere with or disrupt performance of the provisions of services of Origin Techlab to its other users or subscribers or hacking ; and/or
- (x) not attempt to gain unauthorised access to the Subscribed Services or its related systems, infrastructure or networks using unauthorised methods, nor is the Subscriber allowed

to collect sensitive, confidential, commercial or personal information of other users or subscribers.

### Section 2.04 Obligations of Origin Techlab

Origin Techlab shall:

- (i) provide the Subscribed Services to the Subscriber on best effort basis during the Plan Period (and its subsequent renewal, if any) subject to payment of Subscription Fees by the Subscriber in accordance with the terms of this Subscription Agreement;
- (ii) except as otherwise expressly permitted herein, not interfere with or disrupt performance of the Subscribed Services;
- (iii) not attempt to gain unauthorised access to the Subscriber's systems or networks other than:
  - (a) as authorised by the Subscriber;
  - (b) as permitted under the terms of this Subscription Agreement; or
  - (c) as required for the performance of the Subscribed Services.; and
- (iv) ensure appropriate measures are taken to safeguard the security of its subscribers' data in its network system or infrastructure in accordance to the applicable Laws in Malaysia.

### Section 2.05 Upgrade by Origin Techlab

Origin Techlab is entitled but not obliged to improve the Subscribed Services by providing upgrades or updates to the Devices including changes related to existing functionality, changes of technical components not directly impacting functionality for the Subscriber from time to time as deemed appropriate by Origin Techlab without additional charges being imposed to the Subscriber.

### Section 2.06 Upgrade or Downgrade by Subscriber

- (i) Unless otherwise agreed by Origin Techlab, no alteration or modification of the Subscribed Services, at any time during the Plan Period (and its subsequent renewal, if any), which reduces or downgrades the speed of internet of the Subscribed Service ("**Service Downgrade**") shall be allowed. In the event that Origin Techlab shall agree to such Service Downgrade, Origin Techlab will provide a quotation together with revised or new terms for the Service Downgrade to the Subscriber. If the Subscriber agrees to the said revised or new terms, the Parties shall execute a new Service Order to reflect the said revised or new terms and revised Subscription Fees for the Service Downgrade. The Service Downgrade shall commence on the date as stipulated in the new Service Order and the other terms and conditions of this Subscription Agreement shall continue to be effective and binding against the Subscriber. For the avoidance of doubt, the initial Plan Period shall be extended accordingly and in the event that the Subscriber is entitled to any free Mesh Wi-Fi services from the initial Subscribed Service and there shall be no such free Mesh Wi-Fi services after the Service Downgrade, the Subscriber shall be required to pay additional RM25.00 per month for such Mesh Wi-Fi services throughout the new Plan Period under the new Subscribed Services after the Service Downgrade.
- (ii) If the Subscriber requires any upgrade to his/its existing Subscribed Services, including conversion from No-Contract Plan to other plans other plans or packages of specified period ("**Service Upgrade**"), Origin Techlab will provide a quotation together with revised or new terms for the Service Upgrade to the Subscriber. If the Subscriber agrees to the said revised or new terms, the Parties shall execute a new Service Order to reflect the said revised or new terms and revised Subscription Fees for the Service Upgrade. The Service Upgrade shall commence on the date as stipulated in the new Service Order and the other terms and conditions of this Subscription Agreement shall continue to be effective

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and binding against the Subscriber. For the avoidance of doubt, the initial Plan Period shall be extended accordingly.

- (iii) The Subscriber may subscribe for additional services (including but not limited to Mesh Wi-Fi services or other value-added service) in addition to the existing Subscribed Services at any time during the Plan Period. If the Subscriber requires any additional services to the existing Subscribed Service, Origin Techlab will provide a quotation together with revised or new terms for the additional services to the Subscriber. If the Subscriber agrees to the said revised or new terms, the Parties shall execute a new Service Order to reflect the said revised or new terms and revised Subscription Fees for the additional services. The additional services shall commence on the date as stipulated in the new Service Order and the other terms and conditions of this Subscription Agreement shall continue to be effective and binding against the Subscriber. For the avoidance of doubt, the initial Plan Period shall be extended accordingly.

### Section 2.07 Service Monitoring

The Subscribed Services shall be subjected to lawful intercept and/or monitoring as may be required by the Governmental Authority pursuant to the applicable Laws, and the Subscriber hereby agrees to such lawful intercept and/or monitoring activities at any time during the Plan Period (and its subsequent renewal, if any).

### Section 2.08 Specific Provisions for No-Contract Plan

- (i) Notwithstanding anything to the contrary contained in this Subscription Agreement, the minimum commitment period for No-Contract Plan shall be one (1) month commencing from the Service Commencement Date and either Party shall be entitled to terminate the subscription of No-Contract Plan by a written notice of not less than one (1) month.
- (ii) Any conversion from No-Contract Plan to other plans or packages of specified period shall require approval from Origin Techlab and the Device Deposit paid under the No-Contract Plan shall be utilised to set off partially the revised Subscription Fees of the new plan or package. The Device Deposit shall be maintained at the same sum throughout the Plan Period (and its subsequent renewal, if any) and for such purposes, Origin Techlab shall be entitled to render invoice for such Device Deposit to the Subscriber from time to time during the Plan Period (and its subsequent renewal, if any).

### Section 2.09 The Devices

- (i) Subject to Section 2.09(ii) below, the Subscriber acknowledges and agrees that the ownership of the Devices shall remain with Origin Techlab or its provider and the Subscriber hereby waives any and all of its right, title and interest in or to the Devices notwithstanding his/its payment of the Device Deposit.
- (ii) In the event that the Subscriber subscribes for Two-Year Contract Plan, the ownership rights, title and interest in or to the Devices shall be passed to the Subscriber upon completion of the Two-Year Contract Plan. For the avoidance of doubt, any Subscriber who does not subscribe for Two-Year Contract shall be obliged to return the Devices to Origin Techlab upon expiry or termination of the Subscribed Services.
- (iii) The Subscriber shall, throughout the Plan Period (and its subsequent renewal, if any), maintain and keep the Devices in good and working condition and the Subscriber shall be liable to Origin Techlab for the cost of making good, restoring or replacing all damage to the Devices caused by him/it and/or his/its authorised users. For the avoidance of doubt, Origin Techlab shall be entitled to charge a replacement cost of RM350.00 for any replacement of the damaged Devices.
- (iv) Subject to Section 2.09(ii) above, Origin Techlab shall be responsible to dismantle and remove the Devices from the Installation Address upon termination or expiry of this Subscription Agreement.

## ARTICLE 3 PAYMENT OBLIGATIONS

### Section 3.01 Subscription Fees

- (i) Unless otherwise stated in the Subscription Application Form or the Service Order, the Subscriber shall pay the Subscription Fees and/or such other amounts or charges required to be paid by the Subscriber within seven (7) days from the date of invoice rendered by Origin Techlab. It is agreed by the Parties that time shall be of the essence in respect of such payment obligations.
- (ii) Any late payment of the Subscription Fees or other amounts under this Subscription Agreement is subject to interest at the rate of eighteen per centum (18%) per annum calculated on a daily basis on the unpaid amount from the day following expiry of the payment period for such amount until the date of full payment thereof without prejudice to any rights, reliefs and remedies available to Origin Techlab to enforce the Subscriber's obligation to make such payment.
- (iii) For clarification, the Subscription Fee quoted by Origin Techlab shall be, unless otherwise expressly agreed in writing, exclusive of value added tax, goods and services tax, sales tax, service tax or any other applicable tax imposed by the Governmental Authority ("**Applicable Tax**") and the Subscriber shall, in addition, pay to Origin Techlab any Applicable Tax chargeable thereon at the then applicable rate.

### Section 3.02 Device Deposit

The Subscriber is required to pay the Device Deposit to Origin Techlab upon submitting the Subscription Application Form or at such time as may be determined by Origin Techlab prior to installation of the Devices subject to the following terms and conditions:

- (i) The Device Deposit paid as security for the due observance and performance by the Subscriber of the provisions of the Subscription Agreement shall be maintained at such sum as may be specified in the Subscription Application Form throughout the Plan Period (and its subsequent renewal, if any);
- (ii) unless stated otherwise in this Subscription Agreement, the Device Deposit shall not, without prior written consent of Origin Techlab, be deemed to be or treated as payment of the Subscription Fees or other charges;
- (iii) Origin Techlab shall be entitled (but not obliged) to set off the Device Deposit against any invoices issued and/or charges due from the Subscriber. If the Device Deposit is set off by Origin Techlab and the Subscription Agreement is not terminated, the Subscriber shall be required to top up such further sum as may be notified by us;
- (iv) The Device Deposit is refundable within thirty (30) working days from the date of expiry, termination or cessation of the Subscribed Services, after deduction of any unpaid invoices, outstanding Subscription Fees, other charges and/or Termination Charges (as defined in Section 6.03(ii) of these Standard Terms & Conditions) (if applicable) due from the Subscriber to Origin Techlab under this Subscription Agreement free from any interest; and
- (v) All refunds will be made through telegraphic transfer to the bank account of the Subscriber as may be notified by the Subscriber before the date of expiry, termination or cessation of the Subscribed Services.

### Section 3.03 Miscellaneous Charges

Origin Techlab shall be entitled to charge the following fees or charges:

- (i) printing charges of RM30 per invoice in the event that the Subscriber requires a printed invoice as opposed to a digital bill to be sent via email); and

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- (ii) such other charges or fees that may be imposed such as a re-connection fee for suspended service due to fault of the Subscriber.

### **Section 3.04      Bank Charges**

Any charges imposed by financial institutions for payments made to Origin Techlab shall be borne by the Subscriber.

## **ARTICLE 5 SUSPENSION AND INTERRUPTION**

### **Section 4.01      Interruption of Subscribed Services**

- (i) Origin Techlab does not warrant that the Subscribed Services will be provided uninterrupted or free of error.
- (ii) Origin Techlab does not warrant that the Subscribed Services will not cause any loss or damages resulting from the transfer of data over communication networks or facilities. Origin Techlab is not responsible for problems, conditions, delays, failures and other loss or damages arising from or relating to the Subscriber's network connections or telecommunication links or caused by the Internet.
- (iii) The Subscriber shall notify Origin Techlab without undue delay of any alleged defects or interruption of the Subscribed Service in writing, including a description of the alleged defects or interruption. All legitimate defects or interruption will be rectified by Origin Techlab within a reasonable time period by means of repair or replacement delivery or by using remote means.

### **Section 4.02      Suspension**

Origin Techlab reserves its rights to suspend the Subscribed Services by a written notice of at least twenty-four (24) hours in the event:

- (i) an interruption as stated in Section 4.01 happens beyond control of Origin Techlab;
- (ii) a Force Majeure event occurs;
- (iii) a change of the Installation Address as required by the Subscriber;
- (iv) the Subscription Fees and such other amounts or charges required to be paid by the Subscriber remains unpaid or outstanding;
- (v) the Subscriber breaches any provisions of this Subscription Agreement or the applicable Laws;
- (vi) the Governmental Authority requires Origin Techlab to suspend its services or business; or
- (vii) Origin Techlab is required to suspend the Subscribed Services to comply with the applicable Laws or its obligations under the agreement to which it is subject to.

Any re-connection of the Subscribed Service suspended due to the fault attributable to the Subscriber is subject to a re-connection fees as determined by Origin Techlab.

### **Section 4.03      Liability to Pay during Interruption/Suspension**

Notwithstanding anything to the contrary contained in this Subscription Agreement, no occurrence of interruption or suspension of the Subscribed Services shall relieve or suspend the Subscriber of its obligation to pay the Subscription Fees or such other monies under this Subscription Agreement.

## **ARTICLE 5 FORCE MAJEURE**

### **Section 5.01      Occurrence of Force Majeure**

- (i) If any Party is affected by Force Majeure event, it shall as soon as practicable notify the other Party of the nature and extent thereof.
- (ii) The Party affected by Force Majeure event shall not be deemed to be in breach of this Subscription Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance of any of his/its obligations to the extent that such delay or non-performance is due to any Force Majeure of which he/it has notified the other, and the time for performance of that obligation shall be extended accordingly.
- (iii) In the event that a Force Majeure event persists for a period of more than six (6) months, either Party may terminate this Subscription Agreement by a written notice to the other Party and Section 6.01(ii) of these Standard Terms & Conditions shall apply mutatis mutandis.

### **Section 5.02      Liability to Pay during Occurrence of Force Majeure**

Notwithstanding anything to the contrary contained in this Subscription Agreement, no occurrence of an event of Force Majeure shall relieve or suspend the Subscriber of its obligation to pay the Subscription Fees or such other monies under this Subscription Agreement.

## **ARTICLE 6 TERMINATION**

### **Section 6.01      Termination by the Subscriber**

- (i) The Subscriber may terminate this Subscription Agreement by a written notice to Origin Techlab in the event that:
  - (a) Origin Techlab commits any breach of any of the provisions of this Subscription Agreement and, fails, neglects or refuses to remedy the same within thirty (30) days after Origin Techlab's receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
  - (b) Origin Techlab is or becomes Insolvent; or
  - (c) Origin Techlab ceases to carry on business.
- (ii) Upon termination of this Subscription Agreement by the Subscriber:
  - (a) Origin Techlab shall remove or dismantle the Devices from the premise at the Installation Address and refund the Device Deposit to the Subscriber within thirty (30) working days from the date of termination;
  - (b) subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination, neither Party shall have any further obligation to the other Party under this Subscription Agreement; and
  - (c) the provisions of Article 8 of these Standard Terms & Conditions and any other provisions which are intended to survive the termination of this Subscription Agreement shall continue in force in accordance with their respective terms.

### **Section 6.02      Termination by Origin Techlab**

In addition to and without prejudice to any other rights of termination that Origin Techlab may be entitled to (whether or not pursuant to this Subscription Agreement), Origin Techlab shall be entitled to terminate this Subscription Agreement immediately if:

- (i) the Subscriber fails to make any payment in accordance with the terms of this Subscription Agreement; or

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- (ii) the Subscriber unilaterally terminate this Subscription Agreement without cause;
- (iii) the Subscriber commits any breach of any of the provisions of this Subscription Agreement and, in the case of a breach capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
- (iv) the Subscriber is or becomes Insolvent; or
- (v) Origin Techlab is required to terminate the Subscribed Services to comply with the applicable Laws or directions of the Governmental Authority or its obligations under the agreement to which it is subject to.

For purposes of this Section 6.02, a breach shall be considered capable of remedy if the Subscriber can comply with the provision in question in all respects other than as to the time of performance (provided always that time of performance is not of the essence).

### Section 6.03

#### **Consequences of Termination by Origin Techlab**

Upon termination of this Subscription Agreement by Origin Techlab for any reason, without prejudice to any other rights it may have, Origin Techlab may:

- (i) remove or dismantle the Devices from the premise at the Installation Address;
- (ii) forfeit the Device Deposit and use and take any other action as Origin Techlab deems fit to recover all monies due and owing to Origin Techlab (including, without limitation, the remainder of the Subscription Fees for the whole of the unexpired period of the Plan Period) ("**Termination Charges**") as agreed liquidated damages and the costs and expenses of all such actions taken shall be borne by the Subscriber including Origin Techlab's legal fees and costs on a solicitor-client-basis;
- (iii) claim from the Subscriber an additional sum equivalent to three (3) months' Subscription Fees as agreed liquidated damages;
- (iv) subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination, neither Party shall have any further obligation to the other Party under this Subscription Agreement; and
- (v) the provisions of Article 8 of these Standard Terms & Conditions and any other provisions which are intended to survive the termination of this Subscription Agreement shall continue in force in accordance with their respective terms.

## ARTICLE 7 INDEMNITY AND LIABILITY

### Section 7.01 **Indemnity by Subscriber**

The Subscriber shall indemnify and keep indemnified Origin Techlab from and against any and all losses, damages or liabilities suffered (whether criminal or civil) and legal fees and costs incurred by Origin Techlab resulting directly or indirectly from:

- (i) breach of any warranties, representations and/or covenants under this Subscription Agreement by the Subscriber;
- (ii) non-performance of and/or failure to observe any of the provisions under this Subscription Agreement;
- (iii) unauthorised, malicious, fraudulent or dishonest acts by the Subscriber and/or its authorised users;
- (iv) any claims for libel, infringement of intellectual property rights or breach of any applicable Laws whatsoever arising from or attributable to any materials transmitted, received or stored via the Subscribed Services; and/or

- (v) any damage to the Devices or other properties or assets of Origin Techlab or personal injury (including death) attributable to the Subscriber's Other System Requirements and/or any act or omission of the Subscriber and of any person under his/its control or acting under his/its authority.

### Section 7.02 **Limitation of Liability**

- (i) To the extent permitted by the applicable laws, Origin Techlab's total liability to the Subscriber under this Subscription Agreement shall not in any event exceed half of the Subscription Fees paid by the Subscriber throughout the Plan Period.
- (ii) Origin Techlab shall not be liable and expressly hereby exclude responsibility for any loss, cost, expense or damage suffered by the Subscriber as a result of the use to or access of third party's service or products by the Subscriber together with the Subscribed Services or any loss suffered by the Subscriber due to any suspension or interruption of the Subscribed Services.
- (iii) Origin Techlab does not accept responsibility and expressly excludes liability to the fullest extent permitted in law for any indirect or consequential loss or damage (including without limit loss of profit, loss of earnings, loss of opportunity, living expenses) howsoever arising, suffered by the Subscriber as a result of any breach by Origin Techlab of this Subscription Agreement or any other act or omission of Origin Techlab or its employees, agents or contractors.
- (iv) The Parties acknowledge that the exclusions and limitations of liability hereunder are part of the consideration for the level of Subscription Fees charged.

## ARTICLE 8 PERSONAL DATA, CONFIDENTIALITY AND INTELLECTUAL PROPERTY

### Section 8.01 **Personal Data**

The Subscriber acknowledges and agrees that his/its personal data required for purposes of his/its subscription of the Subscribed Services, will be stored, recorded, held, operated, computerised or processed by Origin Techlab and/or third parties for purposes of this Subscription Agreement. The Subscriber hereby acknowledges that he/it has accessed to, read and understood the Privacy Policies made available and published on Origin Techlab's website at <https://www.omniwifi.my> and agrees to the contents contained in the Privacy Policies.

### Section 8.02 **Confidentiality**

- (i) Except as provided by Section 8.02(ii) and 8.02(iii) below, the Parties shall, at all times during the continuance of this Subscription Agreement and after its expiry or termination:
  - (a) use their best endeavours to keep all Confidential Information confidential and accordingly not to disclose any Confidential Information to any other person; and
  - (b) not use any Confidential Information for any purpose other than the performance of the obligations under this Subscription Agreement.
- (ii) Subject to Section 8.02(iii) below, any Confidential Information may only be disclosed by the Parties to:
  - (a) any Governmental Authority; or
  - (b) any relevant employees, personnel, authorised representatives of the Parties;

to such extent only as is necessary for the purposes contemplated by this Subscription Agreement, or as is required by applicable Laws and subject in each case to the Parties using their best endeavours to ensure that the person

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in question keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.

- (iii) Any Confidential Information may be used or disclosed by the Parties to any other person, to the extent only that it is on the commencement date of this Subscription Agreement, or hereinafter becomes, public knowledge, though no fault of the disclosing Party (provided that in doing so the disclosing Party shall not disclose any Confidential Information which is not public knowledge).
- (iv) The provisions in this Section 8.02 shall survive the expiration or termination of this Subscription Agreement indefinitely.

### **Section 8.03      Intellectual Property**

- (i) Any Intellectual Property rights arising in connection with any services provided by Origin Techlab shall be owned by Origin Techlab unless otherwise agreed in writing by Origin Techlab.
- (ii) Unless otherwise stated in writing, the Intellectual Property rights of the Devices and other equipment provided by Origin Techlab shall remain vested in Origin Techlab and may not be transferred, assigned, registered or reproduced in any manner without Origin Techlab's, or the Intellectual Property right owner's specific written consent.
- (iii) The provisions in this Section 8.03 shall survive the expiration or termination of this Subscription Agreement indefinitely.

## **ARTICLE 9 NOTICES**

### **Section 9.01      Notice and Language**

- (i) Any notice or communication to be given under or in relation to this Subscription Agreement shall be in writing and in the English language and shall (without prejudice to any other manner of service) be deemed duly given:
  - (a) if delivered by hand; or
  - (b) five (5) days after sent by courier or by prepaid registered post; or
  - (c) by electronic mail,

to the respective addresses of the Parties as set out in this Subscription Agreement or such other addresses as the Party to be served has notified in writing for the purposes of this Subscription Agreement.

### **Section 9.02      Proof of Notice**

- (i) In proving that a notice or other communication has been given, it will be sufficient to prove in the case of:
  - (a) a letter that such letter was (if sent by post) properly stamped, addressed and placed in the post or (if sent by courier) was properly addressed and was collected by the courier service for dispatch or (if by hand) was delivered or left at the current address; and
  - (b) an email that there is no delivery failure messages received in return by the sender).
- (ii) Notwithstanding the preceding provisions of this Article 9, if a notice or other communication is received by the recipient on a day which is after 5.00 pm on a working day, such notice or communication shall be deemed given on the next following working day at the commencement of such hours.

## **ARTICLE 10 MISCELLANEOUS**

### **Section 10.01      Governing Law**

The construction, validity and performance of this Subscription Agreement shall be governed in all respects by the laws of Malaysia.

### **Section 10.02      Jurisdiction**

The Parties hereby submit to the exclusive jurisdiction of the courts of Malaysia.

### **Section 10.03      Variations**

No variation of this Subscription Agreement will be valid unless it is in writing and signed by or on behalf of each of the Parties. Notwithstanding the foregoing, Origin Techlab shall be entitled to make such direction, notice, statement and policy to complement this Subscription Agreement which shall be binding on the Subscriber.

### **Section 10.04      Severability**

If any or any portion of the provisions of this Subscription Agreement becomes invalid, illegal or unenforceable in any aspect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and shall continue in force and effect.

### **Section 10.05      Non-Waiver**

No failure on the part of any Party to exercise and no delay on the part of any Party in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under this Subscription Agreement preclude any other or further exercise of it.

### **Section 10.06      Assignment**

The Subscriber shall not have the right to assign or sub-contract any of its rights, duties or obligations under this Subscription Agreement without the written consent of Origin Techlab.

### **Section 10.07      Entirety**

This Subscription Agreement supersedes any and all other agreements between the Parties pertaining in any manner to the subject matter hereof, and contains all of the covenants and agreements between the Parties with respect to the subject matter.

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