

Terms of Use

Last updated: 1st August 2024

Please read the Terms of Use carefully before accessing or using the information and services available on the website as they contain important information regarding your legal rights, remedies and obligations. These include various limitations and exclusions and a dispute resolution clause that governs how disputes will be resolved. If you do not agree to these Terms of Use, you are advised not to proceed any further with accessing and using the Website. This Terms of Use are subject to change without prior written notice at any time, at Atel Communications Sdn Bhd (“Atel”)’s sole discretion.

1. Definition

1.1 Unless the context otherwise requires, the following terms shall have the corresponding meanings:

- (a) **“Atel”, “Our”, “Us”, “We”** shall refer to Atel Communications Sdn Bhd (Company Registration No. 201201010379 (983899-V)), a company duly incorporated under the laws of Malaysia and having its principal place of business at 2271, Jalan Usahawan 2, Cyber 6, 63000 Cyberjaya, Selangor, Malaysia and its Related Corporation(s).
- (b) **“Force Majeure”** means any physical event or circumstance beyond the control of a Party which prevents that Party from performing its obligations under this Terms of Use or uncontrollable events which make it impracticable or commercially unreasonable for the Party affected by such events to perform under the terms of this Terms of Use, which events shall include but is not limited to acts of God, acts of war, pandemic, invasion, act of foreign enemy, hostilities, warlike operations, civil disobedience, rebellion, insurrection, military or usurped power or confiscation by order of any government or public authority, terrorism or threat of terrorism, military call-ups and other situation or crisis, mutiny, riots, mobilisation, unusual or unexpected shortage of labour, labour lockouts, strikes or other industrial actions, sabotage, action or intervention of authorities, boycott, unexpected change in weather conditions, damage caused by thunderstorm, flood, hurricane, typhoon, earthquake, tornado, cyclone, volcanic eruption or other natural disaster, disturbance in electric supply, or scarcity of transport equipment or fuel. For avoidance of doubt, a Force Majeure Event shall not include any event or circumstance which may be avoided by an act or omission of a Party hereto.
- (c) **“Intellectual Property Rights”** means all current and future copyrights, patents, trademarks, rights in databases, inventions or trade secrets, know-how, rights in designs, integrated circuits, topographies, trade and business names, domain names, get-up, marks and devices (whether or not registered), moral rights, and all other intellectual property rights and applications for any of those rights (where such applications can be made) which are capable of being protected and/or enforced in Malaysia and/or any relevant country of the world.

- (d) **“Party”** shall individually refer to Altel or yourself respectively and **“Parties”** refer to both Altel and yourself.
- (e) **“Personal Information”** shall have the meaning as per the Privacy Statement.
- (f) **“Privacy Statement”** means Altel’s Privacy Statement as posted by Altel in the Website which details out the notice to you, frameworks and principles on the processing of your Personal Information by Altel.
- (g) **“Related Corporation(s)”** means the related corporations as defined under the Companies Act 2016.
- (h) **“Service(s)”** shall mean the services and functionalities offered and/or made available by Altel on or through the Website which may include; but is not limited to user forum, interactive channels, chat, discussion group, survey, reward scheme, reward points, competitions, contests, online services and transactions, e-commerce enablers, bulletin board services, system, public information services, our services facility enabler and/or any other services, features or functionalities which are made available by Altel from time to time.
- (i) **“Site Content(s)”** means data, information, material and content consisting of (but it is not limited to) our Services and product information, rates and prices of our Services and products, advertisement, public information, notifications, data, software, sounds, video, music, graphics, images, pictures, photographs, listings or other materials placed on this Website.
- (j) **“Website”** shall mean any website including microsite owned, used, operated and adopted by Altel from time to time. **“Website”** shall also include the Services and the Site Content which form the contents of the Website.
- (k) **“User or you”** shall interchangeably be used and mean the person (a) who has access to the Website and (b) use the Website.

2. Conduct & Responsibilities of User

- 2.1 You agree to use the Website for lawful purposes only and in accordance to the Terms of Use.
- 2.2 You shall not use the Website in any manner that could damage, disable, overburden and/or impair the Website or any network (s) connected to Altel and/or interfere with other party’s use and enjoyment of Altel’s Services. You shall not attempt to proceed with the violation of system and network security, unauthorised access via hacking, website mining or any other means to the Website, computer networks or networks connected to the Website. This also includes to interfere with, damage, disrupt or unlawfully use or gain access to any services, computer network or equipment without authorisation of the owner of that services, computer network or equipment.

- 2.3 You agree to notify Altel immediately of any unlawful, unauthorised use or breach of security immediately. Altel shall not be held liable for any loss or damage arising from your failure to comply with this provision.
- 2.4 You agree to abide with all applicable laws and shall be solely responsible for all acts, omission that occur due to the usage.
- 2.5 You shall not:
- (a) infringe the Intellectual Property Rights; whether belonged to us or any third party;
 - (b) use this Website; the Services and Site Content for any illegal, improper, obscene, or defamatory purposes, for any purpose which is against public interest, public order or national harmony or for any purpose which is prohibited by law;
 - (c) publish, post, upload, download, distribute or disseminate any inappropriate, defamatory, libellous, infringing, obscene, pornographic, indecent, abusive, sexual, racially offensive, menacing or that cause annoyance, needless anxiety or that is intended to deceive or unlawful topic, name material or information;
 - (d) upload, material, information or files that contain software or other material protected by intellectual property laws;
 - (e) upload materials, information or files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
 - (f) solicit participation in public discussion, debate, comment or activity outside the Website;
 - (g) provide false or misleading information about yourself or your business; or create false identity which includes impersonation of another person;
 - (h) use the Website fraudulently or in connection with a criminal offence or in any way that is unlawful or in breach of any legislation;
 - (i) resell the Service or otherwise provide the Service to anyone;
 - (j) use the Website in a manner that result in distribution of viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines;
 - (k) transmit, send, disseminate or distribute "junk mail", "spam", "chain letter" or unsolicited mass distribution of email;
 - (l) advertise or offer any goods or services for any reasons whatsoever in the Website without our consent in writing; and/or
 - (m) use the Website in a manner that results in Altel being liable for any loss or damages under any applicable laws, rules or regulations.
- 2.6 You shall at all times protect the secrecy of the ID, password or any access enabler code/data ("Access Enabler Data") for accessing the Website and/or Services assigned to you by Altel following your registration to the Website and/or Services where registration is required. You shall ensure that the same is not revealed or disclosed in any manner whatsoever to any person or persons whomsoever. You shall be fully and solely responsible for and shall bear all charges, losses, and damages and fully indemnify Altel against all loss or damage which Altel suffers or may suffer arising from any use of your Access Enabler Data, howsoever arises.

2.7 You shall at all times use only your own Access Enabler Data for accessing the Website and/or Services. You are advised to change your Access Enabler Data (where possible and permitted) from time to time to ensure security. You shall, when accessing any other network through the Service, comply with the rules appropriate for that network. In the event your Access Enabler Data becomes known to any third party, you shall inform us immediately. Altel reserves the right to suspend or invalidate your Access Enabler Data to access the Website and/or Services assigned to you at any time without providing any prior explanation or notice to you and Altel holds no responsibility and liability arising from such invalidation and/or suspension. Altel reserves the right to discontinue your Access Enabler Data to access the Website and/or Services assigned to you at any time without providing any prior explanation or notice to you and Altel holds no responsibility and liability arising from such invalidation and/or suspension.

3. Altel's Rights

3.1 Altel shall have the rights to take all or any of the following actions:

- (a) suspend or terminate your account through the Website;
- (b) block, deny, refuse, suspend or terminate your access and use of the Website;
- (c) removing and/or deleting your posting, uploading and downloading in the Website; or
- (d) any appropriate actions which Altel deems fit and necessary,

without notice to you and without incurring any costs and liability to you; if Altel at its sole discretion, believes that you have breached this Terms of Use or any contract with Altel or misused the Website (in full or any part of it) in any way.

3.2 Following the actions taken by Altel above, Altel reserves its rights under the law to commence any appropriate legal proceedings against you.

3.3 Altel shall have the rights to take actions as specified in Clause 3.1 above as a result of any applicable law, rule or regulation or a court order or pursuant to governmental action and direction.

3.4 Altel reserves the right to offer, conduct, organize from time to time through the Website any of the Services and such Services shall be subject to each of the specific terms and conditions of that particular Services.

3.5 Altel may choose to suspend, stop, withdraw, discontinue, vary or terminate all or part of the Services and the Website immediately without prior notice from time to time and incurring any liability to you for (a) any repair or maintenance activities or (b) for the purpose of upgrading or updating the Website and the Service or (c) for any reason whatsoever at Altel's sole discretion.

3.6 Altel reserves the right but not an obligation to scan, filter and review any data, communication and material posted or transmitted by you and may delete any of such data, communication and material from the Website at its sole discretion.

- 3.7 Altel reserves the right to limit, restrict or prohibit your entry into its Website and/or the Services in its sole discretion and shall not be liable in any way whatsoever for such limitation, restriction or prohibition.

4. Indemnity

- 4.1 You will keep harmless, defend and indemnify Altel against all claims, losses, costs, damages, expenses liabilities arising from (a) your use or any other person of this Website (whether the same is expressly authorised by you or vice versa); (b) your breach of this Terms of Use; or (c) any material posted on, transmitted or received through this Website (which includes the Services and/or the Site Contents).

5. Access To the Website

- 5.1 The Website may not be available to all devices which connect to the Internet. You assume all responsibility regarding the end-user equipment and software necessary to access the Website and assume all risk associated therewith. You are responsible to equip yourself with all the necessary and compatible phone, equipment, hardware and software required to access the Website. We shall not be held liable in the event you are unable to access the Website due to your failure to do so.
- 5.2 The Website and/or Services may not be available to be accessed from all regions and countries of the world. Altel reserves the right, in its sole discretion, to limit or terminate your ability to access Website and/or Services from certain regions or countries, and you assume all risk associated with the accessibility of Services on Website from any given region or country of the world.

6. Intellectual Property Rights

- 6.1 This Website may contain registered trademarks/marks, trademarks/marks which are the subject of pending applications or which are otherwise protected at law which includes but not limited to "Altel", Altel logo or any other name, logos, trademarks, marks and Services name posted in the Website. Unless otherwise indicated, those trademarks are owned by Altel and may have protection under the laws. You shall not use such trademarks owned by Altel save and except as permitted in this Terms of Use or with our specific prior written consent; as the case maybe. At the same time, this Website may contain the trademarks content providers and/or third parties and any usage of the same by you is prohibited at all times.
- 6.2 Unless otherwise indicated, all Intellectual Property Rights to or over the Site Contents contained in the Website belongs to Altel and therefore; all rights are reserved. Your usage of the Site Contents is only limited to electronically save or print out parts of this Website strictly for your own personal use which is solely for your own information and not for commercial purposes provided you keep intact all copyright and other proprietary notices.

6.3 You shall not modify, copy, reproduce, republish, upload, post, reverse engineer, transmit or sell, distribute or redistribute in any way any material from this Website, including code and software, except as expressly permitted by us in writing. You must not use this Website for any purpose that is unlawful or prohibited by this Terms of Use.

6.4 You are permitted to access and use the Website strictly in accordance the Terms of Use hereof. Nothing on the Website shall be construed as conferring any license or transfer any of our Intellectual Property rights or other proprietary rights to you.

7. Site Contents

7.1 Site Contents on the Website may contain factual, technical or typographical inaccuracies or errors. They may be improved, varies, changed or updated by Altel in part or in full without notice.

7.2 You acknowledge and agree that Site Contents published by Altel may be intended to provide general information on any topics, matters or issues. You also agree that the Site Contents do not represent professional advice. It is solely your responsibility to evaluate the accuracy, truthfulness, completeness and usefulness of all opinions, advice, services, merchandise and other Site Contents provided through the Website.

7.3 In furtherance to Clause 7.1 and 7.2 above, in no event Altel will be liable to you or anyone else for any decision made or action taken by you or anyone else in reliance upon and/or usage of any Site Contents contained on or omitted from the Website.

8. No Guarantees of Services Availability

8.1 Altel gives no guarantee to you of the continued availability of any particular Services advertised on the Website and will not be liable to you should the Services be discontinued at any time prior to removal of the advertisement from the Website.

9. Link To Third Party Sites

9.1 Altel provides links and pointers to Internet sites maintained by third parties from the Website. Such linked sites are not under the control of Altel and Altel is not responsible for the contents (including the accuracy, legality or decency) of any linked site or any link contained in a linked site. Altel is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Altel of the linked site. Altel is not responsible for the copyright compliance of any linked site and will not be liable for any damages or loss arising in any way out of or in connection with or incidental to any information or third-party service provided by any third party.

10. Personal Information

10.1 Unless in the context where you are required to provide your Personal Information in the Website, you may access the Website without providing your Personal Information.

10.2 However, should you choose to provide your Personal Information; where such context requires you to do so, by providing the same, it shall be deemed as consent on your part for Altel to process your Personal Information in accordance to the Privacy Statement as posted in the Website. In this regard, Altel's Privacy Statement shall be read together in terms of the processing of your Personal Information by Altel.

11. No Site Service Guarantee

11.1 Altel provides no warranty to you that (a) your access to the Website and (b) the Services generally available through the Website will be uninterrupted or error-free or such will be corrected.

11.2 You also understand that Altel cannot and does not guarantee or warrant to you that files available for downloading through the Website or delivered via electronic mail through the Website will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Website for the reconstruction of any lost data.

11.3 Altel shall not be held liable if you suffer loss or damage as a result of Clause 11.1 and 11.2 above.

12. Liability

12.1 Without prejudice to any other exclusion of Altel's liability under this Terms of Use, Altel shall not liable whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the party concerned was advised in advance of the possibility of such loss or damage, for loss or damage whether direct, indirect or consequential howsoever arising, loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, loss from business interruption, loss or corruption or destruction of data, loss of contracts, pecuniary losses arising from goodwill, or loss of or damage to goodwill; resulting from:

- (a) your use of or inability to use the Website and/or Service, or from your reliance on the accuracy or completeness of the Website and/or Service contents;
- (b) our actions in carrying our rights and obligations under this Terms of Use;
- (c) your acts, omission, default or negligence (including your failure or omission to comply with the terms of this Terms of Use);
- (d) our failure or omission by Altel to comply any of this Terms of Use; and
- (e) Force Majeure.

12.2 You agree that your only remedy under this Terms of Use is to discontinue using the Website and the Services.

13. Altel's Rights to Use Information You Send

- 13.1 Altel welcomes ideas and feedback from you about all aspects of the Website. You agree that Altel may reproduce, distribute, transmit, create derivative works of, and publicly display any materials and information (including ideas for new or improved products and services) that you submit to any public areas of the Website (such as Feedback and Contacts pages, forums and newsgroups) or by email to Altel. Please read our Privacy Statement for more information as to how we deal with information you send to us.
- 13.2 You warrant that the materials and information provided by you in Clause 13.1 above are fit for publication and agrees to indemnify Altel for any claim or demand, suit or other action brought by any third party against Altel in relation to such materials and information.

14. No Guarantee as to the Security of Your Information

- 14.1 While Altel takes all due care in ensuring the security of the information you provide; the possibility exists that this information could be unlawfully observed by a third party while in transit over the Internet or while stored on Altel's systems or on the Website. To the extent legally possible, Altel disclaims all liability to you if you suffer loss or damage as result of the information not being secure.

15. Charges

- 15.1 Altel shall have the right to impose charges for the access to the Website and/or Services (in full or in part) in the future, subject to giving you clear notification which part of the Website and/or Services where charges is applicable.

16. Disclaimer

- 16.1 The Site Contents detailed on the Website is updated regularly and every effort is made to ensure that it is up-to-date. However, any errors, omissions or irregularities on the Website are strictly non-binding on us and where errors, omissions or irregularities occur; the information provided to you at the point of sale will take precedence over what has been provided on this Website.
- 16.2 The Website and the Services are provided "as is" without any warranties or representations of any kind whether express or implied, arising by law or otherwise, including without limitation any implied warranty of merchantability or fitness for a particular purpose or non-infringement or any implied warranty arising out of course of performance, course of dealing or usage of trade. As a user of this Website, you should make your own enquiries before entering into any transaction on the basis of or in reliance upon the contents of the Website and/or Services. To the extent permitted by law, Altel disclaims all liability arising from your use of or reliance upon the contents of the Website and/or Services.

16.3 No part of the Website is intended to constitute a contract between Altel and you, or an offer to enter into a contract with you, except to the extent expressly stated to the contrary.

17. General Provisions

17.1 Governing Laws. The laws governing this Terms of Use will be the laws of Malaysia and you irrevocably submit to the exclusive jurisdiction of Courts of Malaysia.

17.2 Notices. All notices, requests and/or other communications to be given by Altel to you under this Terms of Use shall be will be deemed received through the following means:

- (a) by sending notice, correspondence or other documents to your address or to your last known address; as the case maybe; or
- (b) by publishing notices, requests and/or other communications in the Website; or
- (c) by sending to the e-mail address which you provided to us; or
- (d) any other medium which we deem relevant and necessary.

Any notices from you to us **MUST** be sent in writing to the following address:

Altel Communications Sdn Bhd
2271, Jalan Usahawan 2, Cyber 6, 63000 Cyberjaya, Selangor
Attention to: Group Head, Legal
Email: legal@altel.my

We may from time to time change the contact details above. All notices, requests and/or other communications given according to this Terms of Use shall be deemed to have been served if:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by prepaid registered post, on expiry of five (5) days after posting; and
- (c) if sent by email, on the date which the email was recorded as sent in the e-mail
- (d) if published through Website, the date when the same is published in the Website;
- (e) if through any other medium, on the date when such notification is made through that medium.

17.3 Assignment. Altel reserves the right to assign, subcontract or novate any or all of its rights and obligations under this Terms of Use.

17.4 Invalidity and Severability. If any provision of this Terms of Use is or may become under any written law, or is found by any court or administrative body or competent jurisdiction to be illegal, void, invalid, prohibited or unenforceable then:

- (a) such provision shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability; and
- (b) the remaining provisions of this Terms of Use shall remain in full force and effect.

17.5 Indulgence and Waiver. Any failure by Altel to enforce any terms herein, or any forbearance, delay or indulgence granted by Altel to you will not be construed as waiver of Altel's rights provided under this Terms of Use.

- 17.6 Amendments. Altel shall have the right at any time to revise, amend, delete, vary, modify and/or supplement all or any of the Terms of Use herein contained without notice to you. The prevailing Terms of Use are as updated on the Website and the updated Terms of Use shall apply and supersede any and all previous versions.
- 17.7 Time. Time, wherever mentioned in this Terms of Use, shall be of the essence of this Terms of Use.