

MACROLYNX

Connecting You

MACRO LYNX SDN BHD (366075-X)
 Suite 14.03, Level 14, GTower,
 199 Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia.
 Tel: +603-2163 2177 Fax: +603-2166 6533 Website: www.macrolynx.com

APPLICATION FORM	
FOR OFFICE USE ONLY	
myLYNX	File No.
ZAPZONE	Customer Acct. No
Submission Date	

PLEASE READ TERMS & CONDITIONS OVERLEAF BEFORE FILLING IN THIS APPLICATION FORM

A. PERSONAL DETAIL

Name : _____

NRIC No : New _____ Old _____

Passport No : _____ Expiry Date : _____
(for non Malaysian residents)

Nationality : _____

Address : _____

(For residential sign up - invoice will be issued through online) POSTCODE: _____

E-mail Address : _____

Contact No : Tel (Home) _____ Handphone _____
 Fax _____ Tel (Office) _____

B. COMPANY PROFILE

Company Name : _____

Registration No : _____ Nature of Business : _____

Type of Business : BHD SDN BHD Sole Proprietorship Others _____
(Please Specify)

Registered Address : _____

 POSTCODE: _____

Contact Person : _____ Designation : _____

Contact No : Tel _____ ext _____ Handphone _____
 Fax _____ Email Address _____

* Please submit application with Form 9/13 and Form 49 or Form D/B

C. BILLING ADDRESS for COMMERCIAL SIGN UP (if differ from above)

Address : _____

 POSTCODE: _____

D. PACKAGES (Please tick where applicable)

myLYNX Residential Packages	REMARKS (if any)	OTHERS
<input type="checkbox"/> myLYNX _____ <input type="checkbox"/> Other _____ myLYNX Commercial Packages <input type="checkbox"/> myLYNX (Retail/SOHO/Corp/Enterprise) _____ <input type="checkbox"/> myLYNX Pro Dedicated _____ <input type="checkbox"/> myLYNX Dedicated _____ <input type="checkbox"/> Other _____		PREFERRED USER ID _____ PRE-PAYMENT SCHEME <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Half yearly <input type="checkbox"/> Yearly

E. PAYMENT MODE (for initial payment)

Cash _____ (ACCESS FEE + REFUNDABLE DEPOSIT + 1 time INSTALLATION charge)

Cheque No: _____ (CHEQUE PAYABLE TO "MACRO LYNX SDN BHD")

Credit Card - Visa Card No: _____ Expiry Date : _____ (month) / _____ (year) Please fill in Auto Debit Authorization form
 - Master Card No: _____ Expiry Date : _____ (month) / _____ (year) Please fill in Auto Debit Authorization form

Bank in cash or cheque to Maybank account No: 5140 1173 2684 / Internet Banking at www.maybank2u.com.my or www.rhbbank.com.my / ATM third party account transfer
 Kindly fax the payment slip to 03-2166 6533 of any payment mode that receive bank transaction slip from bank or ATM machine

***It is hereby agreed that authority shall remain in force until cancelled in writing with one month's notice of cancellation being given**

F. AUTHORIZATION AND UNDERTAKING

I / We, the authorized person(s) using the "Service", have read and understand the terms and condition attach and agree to be bound by them. I / We declare the given information above is true and completed. I / We authorize "Macro Lynx Sdn Bhd" to verify the above information herein from whatever source as may be required.

AUTHORISED SIGNATORY

Name : _____
 Designation : _____
 NRIC : _____
 Date : _____

For Commercial Applications Only

Company Official Stamp

Reseller - Company Stamp

TERMS AND CONDITIONS

By indicating your acceptance of the terms and conditions contained in this Application Form, you are deemed to acknowledge and agree to be bound by all the following terms and conditions for the Services provided by MACRO LYNX SDN BHD (MACRO LYNX). MACRO LYNX reserves the right to vary, amend and revise these terms and conditions from time to time as Macro Lynx in their sole discretion deems fit.

ITEM 1 DEFINITION.

1.1 In this Agreement the following words shall have the following meaning unless the context states otherwise: -

- (a) "Access Charges" means the charges and fees payable monthly by the CUSTOMER to MACRO LYNX for the subscription and provision of the Internet Access Services;
- (b) "Agreement" means the agreement made between MACRO LYNX and CUSTOMER in respect of the Internet Access Services which includes this Application Form, the quotation as amended from time to time;
- (c) "Application Form" means this Application Form and the terms and condition annexed thereto as amended from time to time;
- (d) "Business Day" shall mean a day other than a Saturday, Sunday or any public holidays in Kuala Lumpur, Malaysia;
- (e) "CUSTOMER" means the authorised user who has applied and subscribed to the Internet Access Services from MACRO LYNX upon the terms and conditions of this Agreement;
- (f) "Commencement Date" shall mean the date the Internet Access Services is made available to the CUSTOMER;
- (g) "Deposit" means the refundable deposit payable by the CUSTOMER as security for the payment of the Access Charges as may be determined by MACRO LYNX and for the due observance and performance by the CUSTOMER of the CUSTOMER'S covenants and obligations herein contained;
- (h) "Internet Access Services" or "Services" shall mean the access to the internet and any ancillary internet-based technologies, application, software or shareware, consulting and other related services together with the required necessary equipment as may be provided by MACRO LYNX from time to time pursuant to this Agreement;
- (i) "Internet content" means all information, software, shareware and other data utilizing various media that can be accessed through or obtained by virtue of the Internet Access Services provided by MACRO LYNX;
- (j) "MACRO LYNX" means MACRO LYNX Sdn Bhd [Company No. 366075-X] a company incorporated in Malaysia and having its address at Suite 14.03, Level 14, Gtower, 199 Jalan Tun Razak 50400 Kuala Lumpur;
- (k) "Minimum Subscription Period" means the minimum period for subscription of the Internet Access Services. (at least 1 year).

1.2 In this Agreement unless the contrary appears:

- (a) Any reference to this Agreement includes any variations or amendments of all or any part of this Agreement;
- (b) Any reference to a statute, ordinance, code or other law includes regulations, orders and other instruments under it and any amendments, re-enactments, modification or extensions of any of them occurring at any time;
- (c) Any reference to a company includes reference to its successor-in-title and its lawful assigns.

1.3 Headings are inserted for ease of reference only.

1.4 Where anything is due to be done on a day that is not a Business Day, it must be done on the preceding Business Day.

1.5 In the event of any conflict or discrepancy between any provisions of this Agreement, the terms and conditions contained in this Application Form shall prevail over the any other terms and conditions (except where it is expressly and specifically stated to prevail over the terms and conditions in this Application Form).

ITEM 2 PERIOD OF AGREEMENT.

2.1 The internet Access Services shall be made available to the CUSTOMER on the Commencement Date and shall continue until terminated in accordance to the terms and conditions as herein contained. Therefore the agreement would be binding on the parties upon acceptance by MACRO LYNX but the service only commence on the Commencement date when it is made available to the customer. Therefore, if customer terminates the account before the services are provided, it is still a breach of agreement.

2.2 The minimum subscription period of this Agreement is for the period at least **one year** which period shall commence from the Commencement Date (hereinafter referred to as the "Minimum Subscription Period"). After expiry of the Minimum Subscription Period, this Agreement shall be automatically renewed

unless terminated by either party by giving one (1) month's notice in writing to the other party. Upon such termination the Deposit shall then be refunded free of interest, less all costs and fees payable by the CUSTOMER to MACRO LYNX provided further the CUSTOMER has not defaulted in the payment of the Access Charges and has duly observed and performed all the CUSTOMER'S covenants and obligations herein contained.

2.3 After expiry of the Minimum Subscription Period, the CUSTOMER is entitled to request for a suspension of the Internet Access Services up to a maximum period of three (3) months only from MACRO LYNX (hereinafter referred to as "Permitted Suspension Period"). During this Permitted Suspension Period, no Access Charges will be payable by the CUSTOMER until after expiry of the Permitted Suspension Period. MACRO LYNX shall reactivate and reconnect the Internet Access Services to the CUSTOMER at the CUSTOMER's cost after expiry of the Permitted Suspension Period after the CUSTOMER settles the Access Charges and all other payments due and owing to MACRO LYNX.

2.4 In the event the CUSTOMER terminates the Agreement before expiry of the Minimum Subscription Period, the Deposit shall be forfeited absolutely by MACRO LYNX and the CUSTOMER shall be required to pay the Access Charges for the remaining unexpired months of the Minimum Subscription Period to MACRO LYNX.

ITEM3 PAYMENTS.

3.1 Upon the submission of the Application Form for the Internet Access Services to MACRO LYNX, the CUSTOMER shall pay MACRO LYNX the Deposit and such other fees and charges as required by MACRO LYNX. MACRO LYNX shall only make available such Services to the CUSTOMER after the Deposit and all such fees and charges are made to MACRO LYNX in accordance with Clause 3.5 hereof.

3.2 The first month's Access Charges shall be payable on the Commencement Date and thereafter shall be payable monthly/quarterly, half yearly/yearly in advance on or before the seventh (7th) day of each calendar month [on or before the seventh (7th) day of each quarterly, half yearly/yearly, .

3.3 The Access Charges shall be paid in full as and when due without demand, together with all charges, fees, costs or other amounts in connection with the Internet Access Services without any deduction, set-off, counterclaim any other claim for whatsoever reasons.. The CUSTOMER hereby agrees and acknowledges that non-receipt of any statement of account from MACRO LYNX towards the payment due and owing by the CUSTOMER in relation to the Internet Access Services shall not be a valid reason for the CUSTOMER to withhold or delay any payment due and owing to MACRO LYNX. The CUSTOMER shall continue to be liable for all Access Charges and all other applicable cost, fees and charges regardless of the number of hours of usage or non-usage of the Internet Access Services by the CUSTOMER after the Commencement Date and irrespective of whether there is any period of interruption or loss of the Internet Access Services from any cause whatsoever.

3.4 6% interest will be charged per annum on any outstanding amount due and owing to MACRO LYNX.

3.5 The payment by the CUSTOMER can be made by cash, cheque or Credit card and the CUSTOMER shall signify the desired mode of payment when completing the Application Form as provided by MACRO LYNX. If the payment is made by way of cheque, then the payment shall only be deemed to have been made upon clearance of the cheque and the monies credited to the account of MACRO LYNX.

3.6 MACRO LYNX reserves the right to vary the Access Charges from time to time. The CUSTOMER hereby agrees to comply, observe and be bound by such variations, which will take effect from the date specified by MACRO LYNX.

3.7 In the event of termination of this Agreement by either party, all money owing to MACRO LYNX shall become immediately due and payable and MACRO LYNX shall be entitled to set-off the Deposit against any amount owing to MACRO LYNX up to the date of termination, subject to Clause 2.4 herein. If the Deposit is insufficient to cover the amount owing, then the CUSTOMER shall pay the shortfall to MACRO LYNX within seven (7) days from date of MACRO LYNX's written notice to the CUSTOMER.

3.8 The CUSTOMER shall pay the legal fees, stamp duties and such other charges / fees as may prescribed by MACRO LYNX for any termination or re-registration/re-connection/ re-activation of the Internet Access Services.

ITEM 4 SUSPENSIONS OR TERMINATION OF

SERVICE

4.1 Without limiting the grounds hereunder, MACRO LYNX may, at its option and without notice to the CUSTOMER, suspend or terminate the Internet Access Services on any of the following grounds:

- (a) The CUSTOMER fails to make any payment in accordance with the provision of Clause 3 of this Agreement; or
- (b) The CUSTOMER offers similar internet access service which is either directly or indirectly in competition with the business of MACRO LYNX without obtaining the prior written consent of MACRO LYNX;
- (c) The CUSTOMER uses the Internet Access Service provided by MACRO LYNX to directly or indirectly operate a Data Centre and offers its service
- (d) The CUSTOMER commits a breach of its covenants and obligations under this Agreement which in the opinion of MACRO LYNX is incapable of remedy; or
- (e) The CUSTOMER commits a breach of its obligation under this Agreement which is capable of remedy but which is not remedied within three (3) days after receipt of a written notice of default from MACRO LYNX requiring the CUSTOMER to remedy the breach;
- (f) The CUSTOMER is insolvent, wound-up or falls into bankruptcy or commits an act of bankruptcy;
- (g) The CUSTOMER takes any action or legal proceedings for its winding up, liquidation or dissolution (other than for the purposes of solvent reconstruction or amalgamation with the written consent of MACRO LYNX) or for the appointment of a receiver and manager, official manager, liquidation, provisional liquidator, trustee, or similar officer;
- (h) THE CUSTOMER falls into liquidation and makes an assignment for the benefit of its creditors or enters into an arrangement with its creditors.
- (i) If any legal or execution proceedings is levied or commenced against the CUSTOMER by MACRO LYNX or any other party or judgment is entered against the CUSTOMER.
- (j) The CUSTOMER uses the Internet Access Services for any of the non-permitted purposes stated under Clause 5.1 of this Agreement.

4.2 In the event MACRO LYNX opts to exercise its right to suspend the Internet Access Services, the Services shall be suspended until the breach mentioned in Clause 4.1 is rectified to the satisfaction of MACRO LYNX within the period stated in MACRO LYNX's notice, thereafter if the breach remains unrectified this Agreement shall automatically terminate.

4.2 In the event MACRO LYNX suspends the Internet Access Services or part thereof, the Access Charges shall remain due and payable by the CUSTOMER during such period of suspension and the CUSTOMER shall not be entitled to a credit or refund for loss of access to the Services during the suspension period. MACRO LYNX reserves the right to charge the CUSTOMER a fee for the re-connection of the Internet Access Services after the suspension. (Maximum suspension 3 months, after the minimum period)

4.3 On termination of this Agreement, the CUSTOMER shall pay MACRO LYNX the Access Charges which is outstanding and all other charges, fees and amounts invoiced to the CUSTOMER and all other cost and expenses incurred by the MACRO LYNX but not invoiced to the CUSTOMER in accordance with this Agreement and which remains unpaid at the termination date together with any interest payable on those amounts.

4.4 All the equipment, if any supplied by MACRO LYNX to the CUSTOMER remains the property of MACRO LYNX and shall be returned and removed from the CUSTOMER'S premises on termination of the Internet Access Services. MACRO LYNX shall not be held liable for any damage or loss which the CUSTOMER may incur by reason of the suspension and /or termination of the Internet Access Services pursuant to this Agreement.

ITEM 5 NON PERMITTED USAGE.

5.1 The CUSTOMER must abide by generally accepted rules of conduct relating to the proper use of the Internet Access Services and shall not use the Internet Access Services for any of the following purposes:

- (a) For any unlawful purpose including and without limitation, any criminal purpose;
- (b) To gain unauthorized access to any computer system, whether or not connected to the Internet, or any information regarded as private by other persons;
- (c) To send or intentionally receive any message, posting, data or material which is offensive on moral, religious or racial grounds or any threatening, harmful, unlawful, abusive, harassing defamatory, vulgar, obscene, profane, hateful, or otherwise objectionable material of any kind, including but not limited to, any material which encourages conduct that would constitute a criminal offence, civil liability or otherwise violate any local or international law. For the avoidance of doubt MACRO

LYNX shall be the sole arbiter of the violation of this clause;

(d) To carry out or assist or attempt to carry out mail bombing or any other activity which overloads any mailbox with huge e-mail(s) or numerous number of e-mails;

(e) To carry out or assist or attempt to carry out spamming or any other activity that involves the sending of unsolicited e-mails which the recipient did not specifically request for;

(f) To introduce, assist or attempt to introduce any computer virus or any other harmful component to MACRO LYNX or any other person's system via the Internet Access Services;

(g) To infringe or facilitate infringement of any intellectual property rights of any person;

(h) For any purpose which is against public interest, public order or national harmony and security;

(i) In violation of any laws relating to unfair competition, anti-discrimination or false advertising; and

(j) Other than for the purpose for which it is subscribed and the CUSTOMER shall not share, rent, lease, offer or in any manner whatsoever give access to the Internet Access Services to any person without the prior written approval of MACRO LYNX.

ITEM 6 MACRO LYNX'S WARRANTIES.

6.1 MACRO LYNX makes no warranties, expressed or implied, for its Internet Access Services and disclaims any responsibility for the accuracy or quality of information obtained through MACRO LYNX or its Services.

6.2 MACRO LYNX shall endeavour to ensure the connection speed under proper condition, but makes no warranty on the bandwidth and response time on the Internet.

6.3 In the event if there are any technical difficulties in the provision of the Internet Access Services due to causes within the control of MACRO LYNX, then MACRO LYNX shall endeavour to resolve such technical difficulties to enable the CUSTOMER to have access to the Internet Access Services within a reasonable time.

ITEM 7 DISCLAIMERS.

7.1 The CUSTOMER hereby acknowledges and agrees that MACRO LYNX makes no representations or warranties, expressed or implied, as to the speed, completeness, feasibility, reliability or effectiveness of the Internet Access Services, or that the Internet Access Services shall be uninterrupted, timely, secured or error free, or that any information, software or other material accessible from the Internet Access Services shall be free from viruses or other harmful components or that defects have been or will be corrected. In no event shall MACRO LYNX be liable to the CUSTOMER or any other party for any failure, disruption, down time, interruption, miscalculation, incorrect linkage, delay, inaccuracy or other non-performance of the Internet Access Services, or for any loss of information or otherwise or loss of data resulting from delays, non-deliveries, service interruption or the CUSTOMERS' own errors or omissions in using the Internet Access Services or for any loss of lost business opportunity or loss of profit, consequential, indirect, special or incidental damages in connection with the use of the Internet Access Services.

7.2 MACRO LYNX disclaims all warranties and conditions of any kind, whether express or implied, statutory or otherwise including but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, compatibility, quality, security and accuracy, relating to the subject matter of this Agreement.

7.3 MACRO LYNX shall not have any liability whatsoever or be deemed to be in default for any delay or failure in performance under this agreement resulting from acts beyond its control, including but not limited to acts of God, acts or regulations of any governmental or supra-national authority, war or national emergency, accident, fire, lightning, riot, strikes, lockouts, industrial disputes, whether or not involving the employees of MACRO LYNX, or epidemics.

ITEM 8 TRANSFERABILITY

8.1 Unless otherwise agreed upon by the parties in writing, the Customer's right to use the Internet Access Services provided by MACRO LYNX shall be exclusive and non-transferable and is subject to such limits and restrictions provided for in this Agreement.

ITEM 9 MATERIAL AND EQUIPMENT

9.1 The CUSTOMER shall not remove any material or equipment provided by MACRO LYNX from the premises or connects the material or equipment to any outlet other than the outlet to which they were initially

connected by MACRO LYNX.

9.2 The CUSTOMER shall not connect any other device to the designated cable modem outlet except those specified by MACRO LYNX. Doing so may cause damage to the MACRO LYNX network and thereby subject the CUSTOMER to actions in law and equity.

9.3 The CUSTOMER shall maintain and keep in good order and condition all material or equipment provided by MACRO LYNX. MACRO LYNX may relocate the material or equipment for the CUSTOMER within the premises at the Customer's written request. The CUSTOMER should inform MACRO LYNX if he wishes to relocate, either to a new or another site within the same premises or to a new or another address. Unauthorised use, relocation, and deployment of MACRO LYNX materials, equipment and facilities shall be ground for termination of MACRO LYNX's service. The CUSTOMER acknowledges that additional charges shall be imposed by MACRO LYNX for such transfer or relocation of the material or equipment.

9.4 MACRO LYNX reserves the right to inspect its cables and equipment used as well as their deployment and their connections in the Customer's premises during reasonable hours of the day/night. In this regard, the CUSTOMER authorises MACRO LYNX and its employees, agents, contractors, and representatives to enter the premises in order to install, maintain, inspect, repair, and remove the equipment or service.

ITEM 10 CUSTOMER RESPONSIBILITIES.

10.1 The CUSTOMER shall be responsible for the following: -

(a) Installation, setting-up, suitability and configuration of his/her equipment (including hardware and software) for access to the Internet Access Services in accordance with MACRO LYNX's specifications and requirements;

(b) Obtaining at his own cost all licenses, permits, consents, approval and rights as may be required for using the Internet Access Services and ensure that in using the Internet Access Services all applicable laws, rules and regulation for the use of any telecommunications systems, service or equipment shall be complied at all times;

(c) Securing at his own cost permit for entry of MACRO LYNX's Services into the desired service area, particularly in the case of buildings, commercial establishments, and private residential areas. In cases where permission is necessary, MACRO LYNX shall not provide the Internet Access Services without written consent from the owner or administrator.

(d) To bear and pay all taxes, levies and other costs imposed by the relevant authorities or under the law in relation to the Internet Access Services, including but not limited to the Goods and Service Tax ("GST"). The CUSTOMER expressly agrees that in the event MACRO LYNX is required to pay any such taxes, levies and other costs, including but not limited to the GST to the relevant authorities for the Internet Access Services or the equipment supplied to the CUSTOMER, MACRO LYNX is entitled to charge it to the CUSTOMER.

(e) To pay all costs and expenses [including legal costs on a solicitor and client basis] incurred by MACRO LYNX for any action for recovery of any payments due and owing by the CUSTOMER or for any breaches of the terms and conditions under this Agreement, and MACRO LYNX may recover the same from the CUSTOMER forthwith.

ITEM 11 VARIATION TO THE TERMS AND CONDITIONS.

11.1 MACRO LYNX reserves the right to add, amend, change or delete the Terms and Conditions to the Application Form without prior notice to the CUSTOMER or as it deems fit.

ITEM 12 – ADDITIONAL TERMS

12.1 Marco Lynx Sdn Bhd reserves the right to decline any application without giving any reasons whatsoever.

12.2 All original duly executed Application Forms by the CUSTOMER must be forwarded to MACRO LYNX for their approval at the address stated in Clause 1.1 before the Internet Access Services can be made available to the CUSTOMER.

~~~ End ~~~

**ACCEPTANCE & ACKNOWLEDGEMENT BY CUSTOMER**

To,

**Macro Lynx Sdn Bhd  
Suite 14-03 Level 14, Gtower,  
No 199 Jalan Tun Razak,  
50400 Kuala Lumpur.**

**We confirm that we have read, understand and agree to be bound by the Terms and Conditions attached to this Application Form.**

.....

**Authorised Signatory and Company Stamp**

**Name:**

**NRIC No/Passport No:**

**Designation:**

**Date:**