

ITEM 1 DEFINITION.

- 1.1 In this Agreement the following words shall have the followings meaning unless the context otherwise require: -
- (a) "Agreement" means the agreement made between MACRO LYNX and CUSTOMER in respect of the Internet Access Services upon the terms and conditions herein contained.
- (b) "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.
- (c) "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.
- (d) "MACRO LYNX" Sdn Bhd [Company No. 366075-X] a company incorporated in Malaysia and having its Macro Lynx address at suite 8.01, level 8, Menara Tan & Tan, 207 Jalan Tun Razak, 50400 Kuala Lumpur.
- (e) "Internet content" means to 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.
- (f) "Charges" means to the charges and fees payable monthly by the CUSTOMER to MACRO LYNX for the subscription and provision of the Internet Access Services.
- (g) "Deposit" means the refundable deposit payable by the CUSTOMER as security for the payment of the Charges as may be determined by MACRO LYNX.
- 1.2 In this Agreement unless the contrary appears:
- (a) Any reference to this Agreement and 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 and other instruments under it and considerations, amendments, re-enactments or replacements of any of them occurring at any time;
- (c) Any reference to a company includes reference to the 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.

ITEM 2 PERIOD OF AGREEMENT.

- 2.1 The minimum period of this Agreement is one year from the date of commencement of the service. Thereafter, this agreement may be terminated by either party for any reason upon one (1) month's notice to the other party. The registration deposit shall then be refunded free of interest provided the Customer has not defaulted in the payment of the fees.
- 2.2 This Agreement shall commence from the date the Internet Access Services is made available to the CUSTOMER and shall continue until terminated in accordance to the terms and conditions as herein contained.

ITEM 3 PAYMENTS.

- 3.1 Upon the submission of the application, the CUSTOMER shall pay MACRO LYNX the Deposit and such other fees and charges as required by MACRO LYNX.
- 3.2 The Charges shall be payable monthly in advance within seven (7) days from the date of MACRO LYNX's statement of account to the CUSTOMER.
- 3.3 6% interest will be charged per annum on any outstanding amount.
- 3.4 The Charges shall be paid in full, without deduction for whatsoever reasons, (including but not limited to, set-off, counterclaim or other equitable or lawful claim) with or without demand and if stipulated in such demand all charges, fees, costs or other amounts in connection with the Internet Access Services and shall continue to be liable for all the applicable charges irrespective of whether there is any period of interruption or loss of the Internet Access Services from any cause

whatsoever.

- 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 the cheque being cash or credited to the account of MACRO LYNX.
- 3.6 MACRO LYNX reserves the right to vary its charges and fees 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. 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 in connection with this agreement.

ITEM 4 SUSPENSIONS OR TERMINATION OF SERVICE

- 4.1 Without limiting to the grounds therefore, MACRO LYNX may, at its option and without notice to the CUSTOMER, suspend or terminate the Internet Access Services or Services on any of the following grounds:
- (a) The CUSTOMER fails to make payment in accordance with the provision of Clause 3 of this Agreement; or
- (b) The CUSTOMER offers similar internet access services which is either directly or indirectly in competition with the business of MACRO LYNX; or
- (c) The CUSTOMER uses the Internet Access Services provided by MACRO LYNX to directly or indirectly operate a Data Centre and offers its service without obtaining the prior written consent of MACRO LYNX;
- (d) The CUSTOMER commits a breach of its obligations under this Agreement which 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 the receipt of written notice of default from MACRO LYNX; or
- (f) The CUSTOMER being a corporation is insolvent or takes any corporation action or other steps are taken or legal proceedings are commenced from its winding up, liquidation or dissolution (other than for the purposes of solvent reconstruction on terms approved by the party proposing to terminate this Agreement) or for the appointment of a receiver, receiver and manager, official manager, liquidation, provisional liquidator, trustee, or similar officer of it or of any or all of its revenues and assets.

4.2 In the event MACRO LYNX suspends the Internet Access Services or part thereof, the 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 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.

4.3 On termination of this Agreement, the CUSTOMER shall pay MACRO LYNX the Charges which is outstanding and all amounts invoiced to the CUSTOMER and all amounts incurred by the CUSTOMER but not invoiced to the CUSTOMER in accordance with this Agreement and unpaid at the termination date and any interest 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 CUSTOMER USAGES.

- 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 right of any person;
- (h) For any purpose which is against public interest, public order or national harmony;
- (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 services as well as such Internet Access Services or Services provided by MACRO LYNX and disclaims any responsibility for the accuracy or quality of information obtained through MACRO LYNX.
- 6.2 MACRO LYNX shall endeavour to ensure the highest level of speed connection of which under proper condition, the access speed can be up to 2mbps upstream 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 beyond 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 the shortest time possible.

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 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, for any loss of information or otherwise or loss of data resulting from delays, non-deliveries, service interruption or the Customer's own errors or omissions in using the Services nor 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 disclaim 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 CUSTOMER'S WARRANTIES

- 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 dedicated cable modem outlet except those specified by MACRO LYNX. Doing so may cause damage to the MACRO LYNX network and thereby subject CUSTOMER to actions in law and equity.
- 9.3 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;
- (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 provide no service without written consent from the owner or administrator.

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