

## Terms & Conditions

By Management  
Express ICT Sdn. Bhd.

Unit 517, Block A, Level 5  
Kelana Centre Point  
No. 3 Jalan SS 7/19, Kelana Jaya  
47301 Petaling Jaya, Selangor

This Terms & Condition, constitute as a Service Agreement ("Agreement") governs your purchase and use of all call answering services, including provision of phone line and MALAYSIA phone number, answering of phone calls, provision of customers portal to access call records and edit particulars (collectively, the "Services"), as described in the Order Form, that you order and Express ICT accepts.

You must register and accept the terms of this Agreement in order to use the Services. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AS WELL AS ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE. Express ICT may modify any of the terms and conditions contained in this Agreement and any policy or guideline incorporated by reference, at any time in its sole discretion and may also determine whether and when the modifications apply to existing or future customers.

Any modifications are effective upon posting of the revisions on the Express ICT Web site (ExpressICT.com) (the "Site"). Express ICT will post a notice of modifications to this Agreement on the Site for 30 days. Express ICT may post modifications to referenced policies and guidelines without notice to you. Your continued use of the Services following Express ICT's posting of any modifications constitutes your acceptance of the modifications.

IF YOU DO NOT AGREE TO THIS AGREEMENT'S TERMS, PLEASE IMMEDIATELY CONTACT Express ICT for cancellation of service. DO NOT CONTINUE TO USE THE SERVICES AND IMMEDIATELY NOTIFY Express ICT OF YOUR TERMINATION OF THIS AGREEMENT IN THE MANNER DESCRIBED IN SECTION 1.2 BELOW.

### 1. Term and Payment for Services

1.1 Term. This Agreement will be for an "Initial Term" of either: (a) 24 months if you register for the Services, (b) 24 months from the order date if you register for the Services, or (c) as otherwise chosen by you in the Registration Form, located on the Site, at the time you register for the Services. This Agreement will be automatically renewed (the "Renewal Term") at the end of the Initial Term for the same period as the Initial Term, unless you provide Express ICT with notice of termination either: (a) at least 30 days before the end of the Initial Term or the Renewal Term, whichever is then applicable, if you registered for and are receiving the Services, other than the Services pre-paid for a 2-years period, or (b) at least 30 days before the end of the Initial Term or Renewal Term, whichever is then applicable, if you registered for and are receiving the Services or have pre-paid for a 1-year or shorter period of the Services. You must provide Express ICT with your notice of termination by a registered delivery of a written note to the Management of Express ICT. Upon termination, you will be asked to provide Express ICT with sufficient customer identification information so that Express ICT may properly identify you and your account. Any notice of termination will be effective upon Express ICT's receipt of notice.

1.2 Termination Policy. If you terminate the Services before the end of the Initial Term or the Renewal Term, whichever is then applicable: (a) Express ICT will not refund to you any fees paid in advance of termination including deposits, and (b) you will be required to pay the lesser of 3 times the standard monthly charge or 100% of Express ICT's standard monthly charge for each month remaining in the term, unless otherwise expressly provided in this Agreement (Post paid). You must submit your termination request to Express ICT in the manner described in Section 1.1. Express ICT may terminate this Agreement at any time and for any reason by providing to you 7 days' prior written notice of termination.

1.3 Liability and Obligations on Termination. If the Agreement expires or is terminated for any reason, Express ICT is not liable to you on the expiration or termination for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with your business, or for any other reason whatsoever flowing from the termination or expiration. If you terminate this Agreement, Express ICT will not relieve you of any obligations to pay fees and costs accrued before the termination date or any other amounts you owe to Express ICT under this Agreement.

1.4 Charges. You will pay all charges for your use of the Services at the then current Express ICT prices, which will be exclusive of any applicable taxes. You are responsible for paying all local sales, use, value added, excise, duty and any other taxes assessed with respect to the Services.

1.5 Payment. You will pay all charges for Services in advance according to the then current price for the Services. If you choose to pay by credit card when registering for the Services or if you register for the Services, you authorize Express ICT to charge your credit or debit card to pay for any charges that may apply to your account. Express ICT may accumulate any supplemental charges, as described in the Order Form that you incur in your use of the Services ("Supplemental Charges") until the charges exceed RM50 and then charge your card. You must notify Express ICT of any changes to your card account (including, applicable account number or cancellation or expiration of the account), your billing address, or any information that may prohibit Express ICT from charging your account. Express ICT may also send periodic invoices to you for any applicable Supplemental Charges associated with your use of the Services. You will pay to Express ICT the amount indicated in each invoice by the due date reflected on the invoice.

1.6 Late Payment. If you fail to pay any fees and taxes within 14 days from the applicable due date for credit card or invoice payments, Express ICT will assess late charges equal to the lesser of 5% per month or the maximum allowable under applicable law. Your failure to fully pay any fees and taxes after the applicable due date is a material breach of this Agreement, justifying Express ICT in suspending its performance and terminating this Agreement. If Express ICT terminates for your material breach, you must still pay past due fees plus interest. You are responsible for any costs Express ICT incurs in enforcing collection, including reasonable attorneys' fees, court costs and collection agency fees. If you reinstate Services, you must pay any fees associated with reinstating Services.

## 2. Use of Services

2.1 Applicable Policies and Guidelines. The Express ICT Acceptable Use And Service Guidelines (the "Usage Guidelines") govern the general policies and procedures for use of the Services. ExpressICT's On-line Privacy Statement governs how Express ICT collects, stores, processes and uses information associated with your use of the Services. **BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE USAGE GUIDELINES AND ANY MODIFICATIONS TO THE TERMS. Express ICT MAY TERMINATE YOUR ACCOUNT FOR ANY VIOLATION OF THE USAGE GUIDELINES OR THIS AGREEMENT, WITHOUT COMPENSATION OR REFUNDS.**

2.2 Registration Requirements. You must ensure that the nature of business shall be legal within MALAYSIA, and deem socially fit without restriction or censured from any government authority or other statutory boards. Express ICT will make no effort to validate any of the registration for such restriction. You will also be required to deliver a copy of your passport or IC to us via email, fax or hard copy. During the course of this Agreement, should your nature of business fail to meet such a requirement, Express ICT may terminate this Agreement without refund of any subscription fees.

2.3 Usage of Call Answering Service. For Services, you shall not use the Services for illegal activities including, but not limited to, gambling, fraud, sex trade, narcotic and chat lines. You are responsible for any unauthorized usage of Services with full legal liability. Should our operation or premises be damaged by your company or any partners, creditors and clients, you will be liable to compensate Express ICT an amount of not less than ONE MILLION MALAYSIA Ringgit.

2.4 Message-Alert. As part of the Services, you will require to provide Express ICT with a designated email address, of which will be used to send an alert whenever Express ICT answer a call under your account. Depending on the Services you had registered for, Express ICT will send an alert to your email address. You would also be receiving an SMS alert should you provide us your MALAYSIA mobile number. All of these alerts will be done based on the best of effort and Express ICT is not liable for any missing alerts.

2.5 Competition Protection. During the course of this Agreement or within the first twelve months after termination of this Agreement, you are not permitted to directly or indirectly operate a firm which provide similar business services unless Express ICT has provided for a prior written agreement. Should this clause be violated, you will be liable to compensate Express ICT an amount of not less than ONE MILLION MALAYSIA Ringgit.

2.7 Staff Protection. During the course of this Agreement or within the first twelve months after termination of this Agreement, you are not permitted to directly or indirectly hire or present a career opportunity as a member of your firm, to any of our staff unless Express ICT has provided for a prior written agreement. Should this clause be violated, you will be liable to compensate Express ICT an amount of not less than ONE MILLION MALAYSIA Ringgit.

2.8 Installation within Office Premises/Facilities. You are not permitted to install of any form of equipment including, not not limited to, phone lines, fax lines, office furnitures, computer hardware and Internet access (Cable/ADSL/Dial-Up). Express ICT will not be responsible for any costs and charges that incurred for the restriction of installation. Should such installation be done without the prior written approval of Management of Express ICT, your company shall be liable to compensate Express ICT an amount of not less than TWO HUNDRED THOUSAND MALAYSIA Ringgit and any costs or charges for the removal of such installation, reinstate and repair of any damages, and additional cost of insurance premium.

2.9 Privacy of messages. Express ICT reserved the rights, without liability, to access to any call messages. Whilst Express ICT extends its assistance to protect privacy, Express ICT will forward all call messages of your company to any Government officer that has an official court order for inspection or investigation from any Government board within MALAYSIA.

### 3. Enforcement

3.1 Investigation of Violations. Express ICT may investigate any reported violation of this Agreement, or its policies or any complaints and take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, customers or third parties.

3.2 Actions. Express ICT may terminate the Agreement, should any activities that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violate any laws. If Express ICT becomes aware that you have possibly violated this Agreement, any related policies or guidelines, third party rights or laws, Express ICT may immediately take corrective action, including: (a) issuing warnings, and (b) suspending or terminating the Service. It is Express ICT's policy to terminate repeat infringers. These rights of action, however, do not obligate Express ICT to monitor or exert control over the information made available for distribution via the Services. If Express ICT takes corrective action because of a possible violation, Express ICT will not refund to you any fees you paid in advance of the corrective action, and you shall be liable for the cost of investigation.

3.3 Disclosure Rights. To comply with applicable laws and lawful governmental requests, to protect Express ICT's systems and customers, or to ensure the integrity and operation of Express ICT's business and systems, Express ICT may access and disclose any information it considers necessary or appropriate, including, user profile information (i.e., name, e-mail address, etc.), usage history, and content residing on Express ICT's servers and systems. Express ICT may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. To the extent any inconsistency exists between any terms of Express ICT's On-line Privacy Statement and Express

ICT's right to disclose under this section, Express ICT's right to disclose under this section will control.

#### 4. Disclaimed Warranties

Express ICT exercises no control over, and accepts no responsibility for business activities passing through Express ICT's Services. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING, ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, Express ICT DOES NOT MAKE AND DISCLAIMS, AND YOU WAIVE ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

#### 5. Limitation and Exclusion of Liability

5.1 Limitations. IN NO EVENT WILL Express ICT OR ITS SUPPLIERS HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF INFORMATION DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE SERVICES THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. NEITHER Express ICT NOR ITS SUPPLIERS WILL HAVE LIABILITY WITH RESPECT TO Express ICT'S OBLIGATIONS UNDER THIS AGREEMENT, OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF Express ICT HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

THE LIABILITY OF Express ICT AND ITS SUPPLIERS TO YOU FOR ANY REASON AND UPON ANY CAUSE OF ACTION IS LIMITED TO THE AMOUNT YOU ACTUALLY PAID TO Express ICT UNDER THIS AGREEMENT DURING THE 3 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY Express ICT UNDER THIS AGREEMENT HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, YOU RELEASE Express ICT AND ITS SUPPLIERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATION STATED IN THIS SECTION 5.1.

5.2 Interruption of Service. Express ICT and its suppliers are not liable for any temporary delay, outages or interruptions of the Services. Further, Express ICT is not liable for any delay or failure to perform its obligations under this Agreement, where the delay or failure results from any act of God or other cause beyond its reasonable control (including, any mechanical, electronic, communications or third-party supplier failure).

#### 6. Indemnification

You release and hold harmless, and agree to indemnify, Express ICT and its affiliates and suppliers (and their respective employees, directors and representatives) against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including, reasonable attorneys' fees and other litigation expenses) incurred by Express ICT or its suppliers, arising out of or relating to: (a) your violation or breach of any term, condition, representation or warranty of this Agreement, or any applicable policy or guideline; (b) your improper or illegal use the Services; or (c) your violation, alleged violation, or misappropriation of any intellectual property right (including trademark, copyright, patent, trade secrets) or non-proprietary right of a third party (including defamation, libel, violation of privacy or publicity).

#### 7. Miscellaneous Provisions

7.1 Entire Agreement. This Agreement, in conjunction with all policies and guidelines incorporated by reference, constitutes the entire agreement between you and Express ICT with respect to the subject matter of the Agreement, and there are no representations, understandings or agreements that are not fully expressed in this Agreement and the related policies and guidelines.

7.2 No Fiduciary Relationship; No Third-Party Beneficiaries. Express ICT is not the agent, fiduciary, trustee or other representative of you. Except for the rights of Express ICT's suppliers under sections 5 and 6, nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give to any person (other than the parties to this Agreement) any legal or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of its representations, warranties, covenants, conditions and provisions are intended to be and are for the sole and exclusive benefit of the parties to this Agreement.

7.3 Amendments. Except as expressly provided in this Agreement, no amendment, change, waiver, or discharge of this Agreement by your company is valid unless in writing and signed by the parties.

7.4 Identification. Express ICT may, free of any obligation to pay compensation, use your name and identify you as a Express ICT client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.

7.5 Choice of Law and Forum. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE REPUBLIC OF MALAYSIA, WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN THE STATE COURTS LOCATED IN REPUBLIC OF MALAYSIA, AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF THESE COURTS.

7.6 Compliance With Laws. You will comply with all applicable laws and regulations and will indemnify and save Express ICT harmless from your failure to so comply. Express ICT will not have to perform any obligations set forth in this Agreement if the performance would violate any present or future law, regulation or policy of any applicable government.

7.7 Non-Assignment. You may not assign this Agreement or any right or obligation under this Agreement, by operation of law or otherwise, without Express ICT's prior written consent. Express ICT may assign its rights and obligations under this Agreement, and may utilize affiliates and agents in performing its duties and exercising its rights, without your consent. This Agreement is binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

7.8 No Waiver. Express ICT's failure to enforce the strict performance of any provision of this Agreement does not constitute a waiver of Express ICT's right to subsequently enforce the provision or any other provisions of this Agreement.

7.9 Severability. If any term or provision of this Agreement is deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement, if applicable, will remain in full force and effect and, if the subject term or provision is deemed to be invalid, void or unenforceable only with respect to a particular application, the term or provision will remain in full force and effect with respect to all other applications.

7.10 Headings. The section headings used in this Agreement are for reference and convenience only and will not enter into the interpretation of the Agreement.

7.11 Survival. All provisions of this Agreement relating to your warranties, intellectual property rights, limitation and exclusion of liability, your indemnification obligations and payment obligations will survive the termination or expiration of the Agreement.

7.12 Termination. Express ICT may in its entire discretion cancel this Agreement and terminate the User's

rights and obligations in terms of this Agreement, for any reason whatsoever, including, without limiting the extent of the foregoing, any breach of this Agreement by the User.

THE END