

GIGABIT FIBER SDN BHD

Wisma MCDS, No: 37A, Jalan Bayu Laut 1, 41200 Klang Selangor Malaysia, Selangor, Malaysia.

Tel: 03 – 3318 6595 Tech Support: **011 - 6195 6105** Email: support@gigbit-fiber.com

Applicant Details

Account Number:	ber: Full Name as IC:		_	
Gender:	NIRC/Passport No:			
H/P No:				
Installed Address:			_	
*Writing must be concise and easy to identify. *All above information must be matched with the informa	ıtion sarr	ne as signed Application Form .		
writing from GIGABIT FIBER SDN BHD. -A seven (7) days grace period will be given to customer to make	er/contrac e paymen lisconnect ervices tax	ctor/agencies/agent/any third (3rd) party without clarification or authorisation in at once the invoice is emailed to the customer. Any late payment will cause the ded and/or suspended and a sum of Ringgit Malaysia Thirty (RM30.00) will be k (SST).		
Fiber Modem (ONU) x 1 unit	[Serial Number or Mac address [1	
Fiber Modem 12V 2A power adaptor x 1 unit	[]	-	
o WiFi Router (HGU) x 1 unit	[] Serial Number or Mac address []	
o WiFi Router 12V 1A power adaptor x 1 unit	[1		
o 2-meter Cat 5e Network Data cable x 1 unit	[1		
- Proof of Account Owner Front of IC/ Passport		Back of IC/ Passport		

Term and Condition for Termination and Account Closing:

- The date of service termination request submission is not the date of termination triggered date.
- **RM 50** will be imposed for any equipment collection request for **each trip** with tolerant 30 mins of the appointment time.
- Customer held the responsibility to ensure that the account do not have any outstanding when submitting the Service Termination Request form.
- Customer is responsible to make sure that the equipment to be returned in good conditions and equipped with courier insurance.
- Any 3rd party or representative will not be entertained by GIGABIT FIBER SDN BHD and information will be disclosed due to PDPA.

Termination of service

i. Customer may terminate the service after the expiry of the full Contract Period by giving a written notice to GIGABIT FIBER SDN BHD of at least one (1) billing cycle and by email to support@gigabit-fiber.com with email subject Service Termination request. The customer will be provided with Service Termination Request form and he / she shall complete and submit the completed form to GIGABIT FIBER SDN BHD by email to support@gigabit-fiber.com. The termination request will be rejected if the information provided in the form is incomplete, inaccurate and/or does not tally with the record maintained with GIGABIT FIBER SDN BHD.

ii. This term is applicable to all listed or promotional (Promo) packages. In the case of termination of service before the expiry of the Contract Period, the customer is required to pay for the fee of all remaining unexpired period of the Contract Period.

iii. GIGABIT FIBER SDN BHD reserves all right to request the customer to return the equipment or device(s) by way of courier, including the fiber modem, WiFi router, power adaptor, network cable, or any other equipment or device(s) belong to GIGABIT FIBER SDN BHD, within seven (7) working days upon approval of the termination of service request. Parcel tracking number needs to be provided by the customer to GIGABIT FIBER SDN BHD and insurance for the package also needs to be purchased by the customer at customer's own costs and expense. The equipment or device(s) shall be sent through courier to GIGABIT FIBER SDN BHD device collection center with all the necessary costs borne by the customer.

- iv. All of the equipment or device(s) that installed by GIGABIT FIBER SDN BHD staff during initial installation, including but not limited to the following, any cabling related materials and fiber, fiber modem, WiFi router and etc. are considered as the property(ies) of GIGABIT FIBER SDN BHD and shall be returned to GIGABIT FIBER SDN BHD upon termination of service, unless the equipment or device(s) is provided by the customer at his/her own cost, unless agreed otherwise in writing upon subscribing the internet service with GIGABIT FIBER SDN BHD.
- v. No termination request will be entertained and approved by GIGABIT FIBER SDN BHD if the customer fails to settle any outstanding balance in his/her account due to any circumstances whatsoever.
- vi. After termination of service is approved, regardless of any reason given, if the customer fails to return GIGABIT FIBER SDN BHD's the relevant devices including but not limited to the fiber modem, WiFi router, power adaptor, network cable or any other equipment or device(s) within seven (7) working days, all device previously provided by GIGABIT FIBER SDN BHD by way of license to the customer shall be deemed to be sold to the customer at the sale price of Ringgit Malaysia Five Hundred (RM500.00) only. GIGABIT FIBER SDN BHD shall be entitled to payment of interest from the customer at the rate of three per centum (3%) per annum on the aforesaid sum calculated on the daily basis commencing from the eighth (8th) working day until the full payment is made by the customer.
- vii. Customer hereby irrevocably and explicitly consents and authorizes GIGABIT FIBER SDN BHD, and GIGABIT FIBER SDN BHD hereby reserves all right to submit the details of the customer who defaults in payment to any Credit Reporting Agency (CRA), and the customer's default record will only be removed after the customer has cleared all the outstanding payment to GIGABIT FIBER SDN BHD.
- viii. Customer hereby irrevocably and explicitly consents and authorizes GIGABIT FIBER SDN BHD all right to charge the customer listed in any Credit Reporting Agency (CRA) an administrative fee of Ringgit Malaysia Ten (RM 10.00) per month starting from the listing date until the customer has fully settled all the outstanding payment.

Other Notes

- i. The customer is responsible, at all times, for the use of the service and the safety of the equipment or device(s) provided by GIGABIT FIBER SDN BHD to the customer.
- ii. For 6 months package & others package. Notwithstanding the above terms and conditions, if the customer elects to terminate GIGABIT FIBER SDN BHD service for the 6-months package before the expiry of the Contract Period, the customer must pay for the remaining unexpired period of the Contract Period or a sum of Ringgit Malaysia Three Hundred (RM 300.00) only being the early termination fee, whichever is higher and the customer is responsible to return the fiber modem and WiFi router, power adaptor, network cable or any other equipment or device(s) to GIGABIT FIBER SDN BHD within seven (7) working days upon approval of termination request.
- iii. For promotional (Promo) package. Notwithstanding the above terms and conditions, if the customer elects to terminate the services for the promotional (Promo) package before the expiry of the Contract Period, the customer must pay for the remaining unexpired period of the Contract Period and a sum of Ringgit Malaysia Three Hundred (RM300.00) only being the early termination fee, customer is responsible to return the fiber modem and WiFi router, power adaptor, network cable or any other equipment or device(s) to GIGABIT FIBER SDN BHD within seven (7) working days upon approval of termination request. Relocation and Ownership transfer is prohibited and Promo Package is restricted 1 Malaysian ID for 1 application.
- iv. For package with a Contract Period of 1 year, 2 years & 3 years. Notwithstanding the above terms and conditions, if the customer elects to terminate the services before the expiry of the aforesaid Contract Period, the customer must pay for the remaining unexpired period of the Contract Period and the customer is responsible to return the fiber modem and WiFi router, power adaptor, network cable or any other equipment or device(s) to GIGABIT FIBER SDN BHD within seven (7) working days upon approval of termination request.
- v. GIGABIT FIBER SDN BHD reserves all right to terminate the service without compensation to the customer if the building management/JMB/MC/any competent or relevant Authority has stopped GIGABIT FIBER SDN BHD from providing the services to the related building in which shall be deemed as factor that beyond the control of GIGABIT FIBER SDN BHD.
- vi. Customer shall pay and continue to pay the fees before the due date stated in the invoice to avoid any service suspension. Service will only be restored after payment has been made by the customer together with payment of the service reactivation or reconnection fee.
- vii. In the event the customer fails to pay the fees by any stipulated due date, GIGABIT FIBER SDN BHD reserves the right to impose a late payment charge for such unpaid invoices. The customer shall be responsible for all reasonable fees and costs incurred by GIGABIT FIBER SDN BHD in any legal proceedings commenced by GIGABIT FIBER SDN BHD against the customer for any breach of terms and conditions, the recovery or collection of any outstanding amount (including cost on a solicitor-client basis and any cost incurred by GIGABIT FIBER SDN BHD in the recovery process).
- viii. GIGABIT FIBER SDN BHD's speed of internet service is provided on "best effort" basis.
- ix. The Internet Protocol (IP) address assignment is on Carrier-grade NAT (CGN) IP addresses.
- x. The customer shall indemnify and keep GIGABIT FIBER SDN BHD indemnified against any and all claims, demands, proceedings or fines made or imposed against GIGABIT FIBER SDN BHD by a third party arising out of, in connection with the customer's breach of these terms and conditions or in using the service, equipment and/or device(s).
- xi. The customer acknowledges that the security of his or her account, network, and/or equipment or device(s) is his or her own responsibility and is aware that by using the internet in general, the customer may be subject to several risks, including but not limited to the unauthorised invasion of the customer's privacy and the unauthorised exposure of the information and material listed or transmitted by the customer. GIGABIT FIBER SDN BHD shall not be held liable whatsoever for any unauthorized access or invasion to the data, information, contents and material.

Rules, Regulations and Compliance

- i. Customer shall refer to GIGABIT FIBER SDN BHD's official homepage (https://www.gigabit-fiber.com) for any latest information.
- ii. GIGABIT FIBER SDN BHD reserves all rights to change the Terms and Conditions without prior notification in order to meet the related Authorities' requirements, law and regulations.
- iii. This Application Form and the terms and conditions shall be governed and construed in accordance with the laws of Malaysia and the parties irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.
- iv. These terms and conditions shall be binding upon the heirs and personal representatives, successors in title and assigns of the customer.

Indemnity and Limitation of Liability

1.1 Indemnity

(a) Customer shall indemnify GIGABIT FIBER SDN BHD and each of their respective successor and assignors from and against any claims, demands, proceedings, damages, losses and other types of liability(ies) and expenses, arising out of the breach of this Agreement by the defaulting party. For the avoidance of doubt, all costs incurred by GIGABIT FIBER SDN BHD in enforcing the rights herein shall be recoverable from the defaulting party including any solicitors' costs thereof on a client-solicitor basis.

- 1.2 Limitation and Exclusion of Liabilities
- i. GIGABIT FIBER SDN BHD excludes all liability(ies) arising from or in relation to any unauthorized access or use of the services by Customer in breach of the Communications and Multimedia Act 1998.
- ii. GIGABIT FIBER SDN BHD excludes all liability arising(ies) from or in relation to any direct and indirect commercial activity, corporate activity, electronic commerce activity, promoting activity, advertising activity of the Customer.
- iii. For the avoidance of doubt, should GIGABIT FIBER SDN BHD is compelled to be held liable by the relevant authority for any of the situations stipulated above or in any event, the Customer hereby agrees that GIGABIT FIBER SDN BHD's liability is only limited to a sum equivalent to one (1) month subscription fee.

<u>Acknowledgement</u>

I represent, read, understand, agree, and confirm the above information given is true, correct, and valid as the signed Application Form. **GIGABIT FIBER SDN BHD** reserved the right to **accept** or **reject** this service termination request if the service termination request is not from the account owner with same info and signatory as the signed Application Form.

Signature of Applicant	Date

Gigabit Fiber Sdn Bhd OFFICE USE ONLY				Approved Date:			
Account Status	Clear to Terminate			•		Matured of Contract	
	Outstanding to be C	lear		Termination Condition		Early Termination	
Outstanding Balance	RM			Installation Charge RM			
1 Month Notification Charge	RM			Termination Penalty RM		RM	
Total Final amount to be pair for account closing (Before equipment returned).							
Prepared by : Ap				proved by:			
· roparod by ·		, ,	יקכ				
Signature:	ature:						
				e:			
	""""			. 01			
#######################################	#### Goods Retu	irn and	AC	count Closing) ######	<i>!##################</i>	
- Equipment Return Received check	list:						
O Fiber Modem (ONU) x 1 unit				Serial Number [As per record Yes No]			
Fiber Modem 12V 2A power adaptor x 1 unit []						' '	
O WiFi Router (HGU) x 1 uni]	Serial Number [As per record Yes No]				
O WiFi Router 12V 1A power	adaptor x 1 unit [1			·		
2-meter Cat 5e Network Date]					
Received equipment cond	dition check list (cro	oss line f	or n	on-related):			
Fiber Modem (ONU) Appearance [Accepted		epted R	Rejected]		Functionality [Accepted Rejected]		
WiFi Router (HGU) Appearance [Accepted R			•	ected] Functionality [Accepted Rejected]			
*Device fee will be imposed if any o		is broken	or r	not functioning.			
*Account can only be closed upon	the device fee is paid.						
Check by :		V	Verified by:				
Signature:		S	gn	ature:			