



New Service Registration Form

YTL Communications Sdn Bhd (793634-V)
Tel: 018-605.2777 Email: ent.ops@ytlcomms.my

SECTION A: SERVICES

Please indicate ✓ where applicable (Please provide number(s) in below table)

YES Cloud PBX Standard Plan

_____ Number(s)

Monthly Recurring Charge	Standard Plan
PBX	RM100
Number	RM10 / number
Non-Malaysian Deposit	RM300 / number

YES Cloud PBX LITE Plan

_____ Number(s)

Monthly Recurring Charge	LITE Plan
Number	RM33 / number
Non-Malaysian Deposit	RM300 / number

* LITE plan is only applicable for the application which below 5 number(s)

Numbers : Phone (P) / Fax (F) / EDC machine (EDC)

No	Number	Type	No	Number	Type
1			11		
2			12		
3			13		
4			14		
5			15		
6			16		
7			17		
8			18		
9			19		
10			20		

* Please enclose attachment if exceeded 20 DID numbers

SECTION B: COMPANY INFORMATION

Company Name _____

Business Registration Number _____

Registered Address _____

City _____

Postcode _____

State _____

Email Address _____

Telephone Number _____

Fax Number _____

Key Contact Person _____

Mobile Number _____



New Service Registration Form

YTL Communications Sdn Bhd (793634-V)
Tel: 018-605.2777 Email: ent.ops@ytlcomms.my

SECTION C: INSTALLATION ADDRESS

Please tick here if the info is same with Section B

Address

City

Postcode

State

Email Address

Telephone Number

Fax Number

Site Contact Person

Mobile Number

SECTION D: BILLING INFORMATION

Please tick here if the info is same with Section B

Address

City

Postcode

State

Email Address

Telephone Number

Fax Number

Billing Contact Person

Mobile Number

SECTION E: DOCUMENT REQUIRED

Please indicate ✓ and provide copy of the following documents:

- Form 9/13, Form 24 and Form 49 (Company) Deposit _____
- Form D & A (Sole Proprietor)
- Form D & B (Partnership)
- Form 79, Form 80, Form 80A, Form 83 and Form 83A (non-Malaysia Company)

SECTION F: DECLARATION

I am a duly authorised representative of the Company stipulated in Section B and declare that all the above information given by me on behalf of the Company is true and accurate. I confirm that the Company shall be liable for all the fees and charges payable in relation to the services subscribed by the Company herein and/or from time to time. We authorise YTL Communications Sdn Bhd ("YTL") to verify the information given here from whatever sources as may be required and to release such information without further reference to the Company. We confirm that all relevant consents have been obtained for the disclosure of the personal data provided herein and for the processing of such personal data by YTL as set out in the YTL Group Privacy Policy available at <http://www.ytl.com/privacypolicy.asp>. We agree to provide additional information/documentation when requested by YTL. We agree to be bound by the terms and conditions applicable to the usage of the services subscribed by the Company as set out in the relevant Service Plan and the general terms and conditions of the Service, including any amendments made thereto.

----- Authorized Signatory ----- Date -----
 ----- Name ----- Designation -----

Company Stamp

For Office Use Only

Account Number	-----	Agent Code	-----
Customer IP Address	-----	CPE	-----
Processed by	-----	Task Completion Date	-----

Yes™ Cloud PBX SERVICE TERMS & CONDITIONS

By completing and executing the Registration Form, whether digitally or in writing or through any other mode as may be prescribed, You (as the customer) are deemed to have accepted these terms and conditions and agree that it shall form a binding agreement ("Agreement") between Yourself and YTL COMMUNICATIONS SDN BHD (Co. No: 793634-V) for the Service and accompanying Service Plan which You have selected in the Registration Form.

1. Provision of the Service

- (a) **Approval**
The provision of the Service shall be at Our sole discretion and is provided to You subject to the terms and conditions herein together with any other terms relevant to the Service Plan as selected by You in the Registration Form. If You are not a duly incorporated company, You must be 18 years of age or above to subscribe to the Service.
- (b) **Privacy Policy and Data Protection**
You expressly agree to and accept the terms of the YTL Group Privacy Policy available at <http://www.ytl.com/privacypolicy.asp>
- (c) **Scope of Service**
The Service comprises a licensed phone system which enables phone calls over Your high speed Internet connection. Under the Service, You will be provided with certain fixed and/or mobile telephone numbers which will facilitate both incoming and outgoing voice calls. The quantity of phone numbers to be provided to You will be as stated in the Service Plan subscribed by You. Voice calls are routed only to such countries and destinations/locations as set out in www.yes.my and subject to changes from time to time at YTL's absolute discretion. The provision of the Service is **NOT** inclusive of the Internet connection service which, if required to be provided by Us will be provided separately and subject to additional charges. Alternatively, You may acquire Internet connection from a third party service provider if You do not currently have a high speed Internet connection. You will be required to install compatible IP telephones and/or Analogue Telephone Adaptors (ATA) to use the Service. Under the Yes Cloud PBX, private branch exchange (PBX) facilities will be included in the Service which will provide facilities such as call hunting, call forwarding, call transfer, extension dialing and other features.
- (d) **Promotion**
If the Service is provided under a promotion or part of a bundled plan, then the relevant promotion and/or bundle terms and conditions shall apply in addition to or in substitution of the terms and conditions in this Agreement.
- (e) **Disclaimer**
The Service is provided on an "as is" and "as available" basis. We shall not be liable for and make no express or implied representations or warranties of any kind in relation to the Service including but not limited to:
 - (i) availability, accessibility, timeliness and uninterrupted use of the Service and
 - (ii) sequence, accuracy, completeness, timeliness or the security of any information transmitted using the Service or provided to You as part of the Service.

2. Service Plan

- (a) **Service Activation**
Service activation will take place within seven (7) working days from the date of Your registration of the Service. Upon Service activation You shall be notified by email or otherwise in accordance with the terms herein. Notwithstanding the later Service activation date, billing of the Service will commence from the registration date of the Service as in the Registration Form submitted by You.
- (b) **Deposit**
If required, a deposit may be collected upon registration of the Service and shall be held to Your credit and repaid to You free of interest within forty five (45) days after termination subject to deduction of any amount due to Us from You. We reserve the right to deduct from the refundable deposit any amount due and payable to Us at any time and may request You to make further refundable deposit payment to maintain the required deposit amount.
- (c) **Contract Period**
If Contract Period is applicable to Your Service, the Service will continue automatically upon expiry of the Contract Period on a month to month basis unless You notified Us in writing of Your intention to terminate prior to the expiry of the Contract Period. Such Service provided month to month after the expiry of the Contract Period may be terminated by You with 30 days prior written notice, Early Termination Charges as stipulated in clause 11(b) herein shall be imposed against You if You terminate the Service before the expiry of the Contract Period.
- (d) **Credit Limit**
The making of voice calls shall be subject to such credit limit as may be determined by Us at our discretion ("Credit Limit"). When such Credit Limit is reached, We will bar the making of voice calls from Your Service. You will be solely responsible to monitor Your Credit Limit and We will not be held responsible in any way if You are barred from using the Service or part thereof for exceeding the Credit Limit.
- (e) **Service Plan Upgrade/Downgrade**
You may request to upgrade/downgrade Your existing Service Plan subject to Our approval and with You bearing all the related charges. However, if Your Service is still subject to a Contract Period downgrade is not permissible.

3. Charges

- (a) By using or registering for the Service, You agree, where applicable, to be liable for the following:
 - (i) one time installation fee upon registration;
 - (ii) advance payment/s upon registration;
 - (iii) deposit upon registration;
 - (iv) Monthly Recurring Charge (to be paid monthly in advance);
 - (v) the charges for Your voice call usage which will be billed monthly in accordance with Our standard rates as stipulated at www.yes.my. We reserve the right at our absolute discretion to revise Our rates at any time without prior notice;
 - (vi) any relevant taxes and duties payable on the Service including without limitation service tax or goods and services tax;
 - (vii) stamp duty payable for this agreement; and
 - (viii) any other charges as may be determined by Us from time to time and notified to You.
- (b) You will be charged according to the Service Plan subscribed by You and We will bill You monthly in accordance with the Billing Cycle relevant to Your account.
- (c) We shall be entitled to revise the amount of deposit, Fees or any other charges for the Service or part thereof at anytime by notice to You.

4. Payments

- (a) Bills are to be settled in full by thirtieth (30th) day ("due date") from the date of each Bill, failing which We will be entitled to charge You a late payment penalty of RM10.00 or interest for any outstanding amounts at the rate of one point five percent (1.5%) per month calculated on daily rest from the due date until full payment, whichever being the larger sum. Additionally, We may bar or suspend the Service until full payment is made.
- (b) You are responsible for verifying the accuracy of Your Bill and to notify Us of any discrepancy no later than 10 days from the date of the Bill, failing which You will be deemed to have accepted the Bill as correctly rendered and final. To avoid Service interruption, You shall be obliged to make prompt payment of Your Bill notwithstanding any dispute(s) or purported discrepancies. Any overpaid sums shall, upon confirmation be duly credited into Your account free of interest or any charges.
- (c) Further information or past itemization details about any Bill may be provided at Your request subject to imposition of administration fees which will be made known to You beforehand. If You do not agree to pay Us the said sum, Our obligation to provide You with the requested information or past itemization will be deemed to be discharged.
- (d) You may choose any of the payment options for making payment as stated in Your Bill.
- (e) If at any time We are required under applicable law to impose any goods and services tax or any similar value added tax (collectively, referred to as "GST") on the sale of goods or to the provision of services to You, then, for the avoidance of doubt, any amount payable by You in connection therewith shall be deemed to be net of such tax and You shall be liable to pay to Us the GST in addition to such amounts payable.

5. Password

- (a) In relation to Yes Cloud PBX, username(s) and password(s) will be provided which will identify Your Service with Our network telephone system. It is Your duty to keep Your password(s) safe and not share it with any third parties.
- (b) Regardless of the identity of the party concerned, any use of the Service utilizing Your username and/or password will be charged to You and You will be held liable for all charges incurred. In such instance, our records identifying the username and/or password used to access the Service shall be deemed to be conclusive and irrefutable.
- (c) You may change Your password by written request to Us.

6. Your Responsibilities

- You must, throughout the duration of the Agreement:
- (a) promptly pay all amounts due to Us as billed to You for all charges relating to the Service;
 - (b) continue to be liable for the Fees and any applicable charges during any period of interruption, suspension or loss of Service or part thereof from any cause whatsoever;
 - (c) comply with all notices or directions relating to Your use of the Service which We may issue from time to time;
 - (d) be fully responsible for any call made by You or any person using Your Service account;
 - (e) report to Us immediately upon discovery of any fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts in relation to Your Service account and lodge a police report whenever required by Us with regard thereto and provide Us a certified copy of such report;
 - (f) not misuse the Service by making prank calls to the emergency services or to any third party thereby annoying the called party, commit fraud, theft, or any criminal activity, including using the Service to commit a crime under any written law, "stalk" or otherwise harass another person;
 - (g) indemnify and keep Us indemnified from and against any losses, damages, claims, liabilities or expenses arising from Your use of the Service;
 - (h) be responsible to provide Internet connection at Your own cost for the Service;
 - (i) Inform Us at least fourteen (14) days in advance of any change in Your billing address and/or Your facsimile number;
 - (j) not violate any applicable law, statute, ordinance, regulation, rule or code, including, but not limited to, any regulation, rule, notice, instruction or directive of any regulatory body or authority, governmental agency or national or other securities exchange (whether intentionally or otherwise) and not to directly/indirectly cause Us to violate any laws/regulations/orders/ directives of licensing/relevant authorities including the Malaysian Communications and Multimedia Commission; and
 - (k) Adhere to all security, authentication, verification and authorisation procedures to access the Service as We may, at our discretion determine.

7. Service Barring and Suspension

- (a) We may bar or suspend Your account for such duration as We deem fit if:
 - (i) Your debt to Us has been outstanding for more than thirty (30) days (barring applies);
 - (ii) You breach the terms of this Agreement and such breach is not remedied within thirty (30) days from the time that You are requested by Us to do so (suspension may apply);
 - (iii) We are instructed by any federal or statutory agency or regulatory body; and
 - (iv) You misuse the Service or use the Service in contravention of the applicable laws and regulations.During the barring period You will not be able to make any calls but may receive calls only. During the suspension period, You will, in addition to the foregoing prohibition, not be able to receive calls.
- (b) **Service Restoration:** Restoring the Service to Your barred account requires You to have first remedied to our satisfaction the ground entitling Us to bar, including the settling of any outstanding amounts due to Us and any relevant interest charges for late payment. If Your account has been suspended, You will be required to pay a re-connection fee before the Service will be activated.

8. Termination

- (a) Subject to Clause 11 herein, You may terminate Your account with Us at any time by giving Us prior written notice of at least thirty (30) days.
- (b) We may terminate Your account if You:
 - (i) are in breach of any of the terms of this Agreement;
 - (ii) fail and/or neglect to pay Us amounts owed;
 - (iii) are adjudicated bankrupt or wound up whether compulsorily or voluntarily, or enter into any arrangements or compositions with Your creditors;

- (iv) use the Service in breach of the Communications and Multimedia Act 1998 and its statutory instruments or in contravention of any written law;
- (v) are subject to blacklisting by any other service provider with whom We have bilateral and/or contractual obligations;
- (vi) We are instructed or directed by any federal or statutory agency or regulatory body to do so;
- (vii) it is in the public interest; or
- (viii) due to the existence of a declared public emergency.
- Notice of termination will be sent to Your address stipulated in the Registration Form submitted by You or any address as may be notified to Us from time to time.
- (c) The effective date of the termination will be as specified in the notice to You or from You to Us subject to the required termination notice mentioned above (as the case may be).
- 9. Effect of Termination**
- (a) Upon the termination of Your account/Agreement by either party, You will be liable to Us for:
- the Monthly Recurring Charge for the entire Billing Cycle in which the termination occurred, unless otherwise stated;
 - any voice call charges and other services incurred up to and including the effective date of termination; and
 - any outstanding amount(s).
- (b) Before the expiry of an applicable Contract Period, if You terminate the Agreement **OR** if the Agreement is terminated due to Your default, You shall in addition to the foregoing sub-clause (a) (i) and (ii) be liable to pay Us the sum equivalent to the aggregate Monthly Recurring Charge for the unexpired Contract Period still remaining as at the date of premature termination (hereinafter referred to as "Early Termination Charges").
- (c) All of the above amounts stipulated in foregoing sub-clauses (a) and (b) are deemed to be a debt due to Us and are to be paid by You immediately upon receipt of Our Bill which will be billed to you in the Billing Cycle immediately following the termination of Your account/Agreement. We have the right to set off this debt against any money due to You from Us.
- (d) All prior payments by You, including but not limited to any deposit and/or advance payments are wholly non-refundable where termination is due to Your default.
- 10. Rights of Redress**
- If You are dissatisfied with Our Service You may either refer the matter to Us via email at yescare@yes.my or visit Our website at www.yes.my.
- 11. Data Protection**
- You consent to our processing of Your personal data for the purposes connected to Your subscription of the Service. You confirm that You have read and agree to the terms in the YTL Group Privacy Policy available at <http://www.ytl.com/privacypolicy.asp>. Your personal data will be retained by Us for at least 12 months after You cease to be a subscriber or seven (7) years from registration (whichever is later).
- 12. Limitations On Liability**
- (a) We shall not be liable for any loss or damage whether direct, indirect, consequential, special, incidental, punitive, aggravated or exemplary, including, without limitation, loss of profit, lost savings and loss of revenues suffered by You or any third party or any injury caused to or suffered by a person or damage to property arising from or occasioned by:
- Your use or inability to use the Service;
 - any malfunction or unauthorised use of the Service for whatever reasons;
 - any act, omission, error, default or delay by Us, Our officers, employees or agents in relation to the Service;
- (collectively, the "excluded damages"), whether or not in tort, contract, or other theory of liability, even if We have been advised of the possibility of or could have foreseen any of the excluded damages, and irrespective of any failure of an essential purpose or a limited remedy.
- (b) Without limiting the generality of sub-clause (a) above, We shall not be liable for any claim for libel, slander, infringement of any intellectual property rights arising from use of Service and any claims arising out of Your act or omission in relation to the Service or any part thereof.
- (c) If for any reason a court or arbitrator holds or finds Us liable to You or any third party authorised by or claiming through You, Our liability to You for breach of this agreement or a breach of any statutory duty or implied guarantee, if any, is limited to a sum equivalent to the aggregate six (6) months Recurring Monthly Charges of Your Service only.
- 13. Variation of the Terms**
- (a) We reserve the right at Our absolute discretion, from time to time, to vary, add to or amend the terms of this Agreement or any part thereof with notice to You.
- (b) You will be given written notice of such amendments and Your continued use of the Service after notice has been given to You shall constitute Your acceptance of the amendments upon which the variation, addition or amendment shall be effective and binding on the parties.
- 14. Novation & Assignment**
- (a) We may assign and/or novate this Agreement to any third party by written notice to you.
- (b) This Agreement is personal to You and cannot be assigned without Our prior approval in writing.
- 15. Intellectual Property Rights**
- (a) **License**
Subject to the terms of this Agreement, We hereby grant You a limited, personal, non-commercial, non-exclusive, non-sub-licensable, non-assignable, free of charge license to download and use the Service on Your telephone system together with any other applications that may be explicitly provided by Us.
- (b) **No Granting of Rights to Third Parties**
You will not sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Service or any part thereof.
- (c) **No Modifications**
You will not undertake, cause, permit or authorise any modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Service or any part thereof except to the extent permitted by law.
- (d) **Third Parties**
The Service may be incorporated into, and may incorporate unto itself, software and other technology owned and controlled by third parties. Any such third party software or technology that is incorporated in the Service falls under the scope of this Agreement. Any and all other third party software or technology that may be distributed together with the Service will be subject to You explicitly accepting a license agreement with that third party.
- (e) **Exclusive Ownership**
Any content provided by the Service is protected under applicable copyright law. All copying, modification, distribution, publication or other use by You or by a third party via Your account, of any such content is prohibited, unless expressly permitted by the holder of the applicable IPRs. Any and all IPRs in the Service, the Yes online material, the Yes logo and the Yes promotional materials are and shall remain Our exclusive property and/or Our licensors. Nothing in this Agreement intends to transfer or vest any such IPRs in or to You. You are only entitled to the limited use of the IPRs granted to You in this Agreement. You will not take any action to jeopardise, limit or interfere with Our IPRs. Any unauthorised use of Our IPRs is a violation of this Agreement as well as a violation of intellectual property laws and treaties, including without limitation copyright laws and trademark laws. All title and IPRs in and to any third party content that may be accessed through use of the Service, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties.
- (f) **Indemnification**
You shall indemnify and keep Us indemnified from and against any losses, damages, claims, liabilities or expenses arising from any infringement of IPRs including without limitation licenses, copyrights, trademarks and patents due to Your willful or negligent act or omission.
- 16. Customer Access Equipment**
- (a) You shall maintain and operate suitable and fully compatible equipment required to access the Service. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING SUCH SUBSCRIBER EQUIPMENT.
- (b) Any devices and/or equipment provided by Us to You under Your Service Plan or purchased separately by You from Us will be warranted by the manufacturer and in accordance with the terms and conditions of the relevant manufacturer's warranty. Please read the manufacturer's warranty terms and conditions which will be made available to You. Your claims under the said warranty shall be made directly to the relevant manufacturer and We will not be liable to You in any way in respect of such manufacturer's warranty.
- 17. Miscellaneous**
- (a) **Incorporation by Reference**
All terms in Your subscribed Service Plan and Registration Form are deemed incorporated into and form part of the Agreement. This Agreement contains the final and entire agreement between the parties and supersedes all previous and contemporaneous oral or written agreements and representations made.
- (b) **Governing Law**
This Agreement is governed by the laws of Malaysia.
- (c) **Severability**
If any provision in this Agreement shall for any reason be held to be unenforceable, illegal or invalid in any respect, such unenforceability, illegality or invalidity shall not affect other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable, illegal or invalid provision had never been contained herein.
- (d) **Conclusive Evidence**
A certificate signed by Our authorized personnel shall, save for manifest error, be conclusive evidence of the matters stated therein including the amount You owe Us.
- (e) **Deemed Acceptance**
You are deemed to have accepted the terms herein by:
- signing the Registration Form;
 - registering the Service with Us or Our authorized dealer/distributor;
 - marking the check box that indicates Your agreement to these terms and conditions; or
 - using the Service.
- (f) **Notice**
We may give notice to You by posting or fax to Your address as stipulated in the Registration Form or any address as may be notified in writing by You to Us from time to time. Any notice or request from You to Us must be made in writing and posted to Our registered office or such other address as We may revise from time to time. Such notices shall be deemed to be received if:
- by post, by the third day from the date of posting;
 - by fax, upon receipt of faxed transmission as evidenced by the transmission report.
- 18. Definitions & Interpretations**
- Unless the context otherwise requires, these words mean as follows:
- "Bill" means Your statement of account issued by Us containing Your total usage, Fees, credits and any other charges.
 - "Billing Cycle" means the monthly cycle between billings as generated from Our billing system.
 - "Contract Period" means a fixed term duration commencing from the date of registration of the Service for which You have committed to use the Service under the Agreement.
 - "Early Termination Charges" shall have the meaning assigned to it in Clause 11 (b).
 - "Fees" means all relevant monthly charges including but not limited to the Monthly Recurring Charge to be paid by You for the Service.
 - "GST" has the meaning given to it in Clause 4(e) above.
 - "IPR" means intellectual property rights.
 - "MCMC" means the Malaysian Communications and Multimedia Commission, the regulator for communications and multimedia service providers.
 - "Monthly Recurring Charge" means the monthly fixed sum to be paid by You in connection with Your Service Plan.
 - "Registration Form" means a service registration form, whether in electronic mode or any other mode which is used to submit and process registration request for the provision of the Service.
 - "Service" means Our proprietary Yes Cloud PBX Internet telephony services provided by Us to You as subscribed by You under the Registration Form.
 - "Service Plan" means a set of service upon certain specific terms in relation to the provision of Service.
 - "Us", "We" or "Our" means YTL Communications Sdn. Bhd.
 - "You", "Your" means the named subscriber in the Registration Form.