

Welcome to AXCEZZ Prepaid Internet site operated by NUMIX ENGINEERING SDN BHD (NESB). AXCEZZ is a service plan that is providing internet access through innovative WiFi Hotspot network using WiFi connectivity and satellite broadband service for the underserved or unserved areas in Malaysia.

Please read these Terms and the Policy carefully. The AXCEZZ Services are subject to this Terms Of Use, your data plan, and the Privacy Policy.

I confirm that I have read, understood and accepted the Terms of Use and Privacy Policy. I further agree that NESB may amend and update the Terms of Use and/or Privacy Policy, as NESB may deem appropriate, from time to time, with such amendments or updates accessible at www.numix-engineering.com and I shall comply with such Terms of Use and/or Privacy Policy as amended.

TERMS & CONDITIONS OF USE

PLEASE READ THESE TERMS & CONDITIONS OF USE CAREFULLY. By accessing our Site or using our Services in any way you are agreeing to comply with these Terms & Conditions of Use ("Terms & Conditions").

1. OUR SERVICES

- 1.1 Access Code can be purchased from our Authorised Agents. The Services are offered on a best-effort basis and for personal use only. Please access the Site/Link to activate the Access Code. Upon activation, each Access Code allows for only one (1) Wi-Fi device usage of the Services at any given time.
- 1.2 Upon activation of your Access Code, the Services shall commence and shall expire after thirty (30) days from the activation date ("**Validity Period**") or upon your purchased data capacity being fully utilised, whichever comes first. You may purchase a new Access Code if you wish to continue using the Services. No cancellation or refund will be provided for any Access Code purchased by you.
- 1.3 You agree that the provision of the Services shall be at our sole discretion and is provided to you subject to this Terms of Use.

2. AUTHORITY

By using our Services, you represent that you are at least eighteen (18) years old or older; otherwise, please exit this Site now.

3. ACTIVATION, SECURITY AND DATA

- 3.1 Whenever you provide information to us, you agree to:
 - (a) provide true, accurate, current and complete information; and
 - (b) maintain and promptly update such information to keep it true, accurate, current and complete.
- 3.2 If you provide any information that is, or if we have reasonable grounds to suspect that the information is, untrue, inaccurate, not current or incomplete, NESB may, without notice, suspend or terminate your access to our Site and/or Services and refuse any and all current or future use of our Services (or any portion thereof).

- 3.3 You are solely responsible for ensuring that others do not gain unauthorized access to your Access Code, and you are fully responsible for all activities that occur under your Access Code identification (including, amongst others, any data transmitted or broadcasted by you or any person using your Access Code). In no event NESB shall be held liable to you for any liabilities or damages resulting from any unauthorized use of your Access Code or any other breach of security. Without limiting any rights which NESB may otherwise have, NESB reserves the right to take any and all action, as it deems necessary or reasonable, at any time, to ensure the security of the Site and our Services, including without limitation suspending or terminating your Access Code, or requesting additional information to verify your identity.
- 3.4 All data and content sent or received using our Services (including any network overhead, VPN and/or Internet Protocol overhead associated with content sent or received) as well as resolution of Internet Protocol addresses from domain names is included in your data allotment. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and such data use will be included in your data allotment. Applications may automatically re-initiate data sessions without your pressing or clicking the SEND, connect or Enter button. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred.
- 3.5 Data transfer amounts will vary based on the application used. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charged will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage by accessing www.numix-engineering.com
- 3.6 We may monitor your compliance to these Terms & Conditions, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law.
- 3.7 We reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact our Service, and we reserves the right to deny, modify or terminate the Service, without prior notice, to anyone we believe is using our Services in a manner that adversely impacts our network.
- 3.8 You are responsible for the set up and security of any of your servers, computers and any other device or equipment that uses the Services. We are not obligated to offer support for the detection or removal of any malware, viruses, worms or trojans. We strongly recommend that you take precaution to protect your computer and/or device with anti- virus software.

4. CONDITIONS OF USE

You represent, warrant and undertake that:

- (a) the Services shall be for your own private use and shall not be used for any activities not reasonably expected for domestic purposes;
- (b) the Services shall only be used for lawful purposes, and you will not use the Services to send, access, store, transmit, post, upload or download any material or data which:
 - (i) violates any law or is in association with a criminal offence;
 - (ii) is defamatory, offensive, abusive; obscene or harassing;
 - (iii) encourages illegal or socially unacceptable or irresponsible behaviour;
 - (iv) infringe any third party rights;
 - (v) had any fraudulent purposes or effect, or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication;
 - (vi) damages or may damage our rights or the rights of our agents, personnel or contractors;
 - (vii) has the intention or result of affecting the performance or functionality of any computer facility;
 - (viii) circumvents the user authentication or security process of a host or network;
 - (ix) creates, transmits, stores or publishes any virus, trojan, corrupting programme or corrupted data;
 - (x) transmits or cause to be transmitted any advertising, promotional or other materials that are unsolicited; or
 - (xi) intentionally disrupts or adversely affects other person's use of the internet or any features which form part of the internet. This includes, amongst others, running port-scanning or probing software, running programs or servers that provide network content or connectivity to any third party not at the hotspot, online gaming, and/or peer-to-peer software or applications.
- (c) you shall not disrupt, interfere or inhibit any other users from enjoying the Service or other affiliated or linked websites, material, contents, products and/or services;

- (d) you shall not use any robot, spider, or other such programmatic or automatic device, including but not limited to automated dial-in or inquiry devices, to obtain information from the Site or otherwise monitor or copy any portion of the Site, products and/or services;
- (e) you shall not create a false identity for the purpose of misleading others;
- (f) you shall not prepare, compile, use, download or otherwise copy any user information and/or usage information from our Site or any portion thereof, or transmit, provide or otherwise distribute (whether or not for a fee) our Services and such information to any third party;
- (g) you accept the terms of our Privacy Policy (available at www.numix-engineering.com), and you consent to us, and have duly obtained the consent of all the persons whose personal information has been disclosed to us, to using your/their personal information in accordance with the Privacy Policy and you had informed them to read our Privacy Policy;
- (h) you shall not circumvent the user authentication or security process of a host or network;
- (i) you shall not use the Service with the intention or result of affecting the performance or functionality of any computer belonging to other persons connected on the same network;
- (j) you shall not use any NESB domain name as a pseudonymous return email address;
- (k) you shall immediately report to us upon discovery of any fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts in relation to your Access Code and lodge a police report and provide us with a certified copy of such report whenever required by us;
- (l) you shall stop using our Services or disconnect your device from our network when reasonably requested by us; and
- (m) you shall not attempt to modify, translate, decompile, disassemble, use reverse engineering or otherwise attempt to derive the source code for the computer systems and other technology that operates our Site. For purposes of these Terms of Use, "reverse engineering" shall include the examination or analysis of the Site to determine the source code, structure, organization, internal design, algorithms or encryption devices of our Site's underlying technology.

5. GEOGRAPHICAL RESTRICTION

Unless expressly and specifically stated otherwise, the Services are meant for use only within the wireless hotspot of the Services. NESB makes no representation that the Services are appropriate or available for use in other locations within Malaysia.

6. LIMITATION OF LIABILITY

- 6.1 Notwithstanding anything to the contrary in the Terms & Conditions, the provision of the Services shall be at your sole risk. We give no express or implied representations or warranties of any kind in relation to the Services.
- 6.2 You acknowledge and agree that the Services may not be free from loss, interruption or corruption due to a virus attack, hacking, or any other security intrusion, or any other reason and we shall have no liability in connection thereto. We will not be liable for any interruption or failure of the Service attributable to a Force Majeure event.
- 6.3 We shall not be liable for and are not responsible for and do not control or endorse any third party services, content or products, or any links provided by us to internet sites operated by third parties and its contents, which you may access, use or acquire by using the Services. Any links to internet sites operated by third parties, are for your convenience only. We do not control such third party internet sites, are not responsible for their content nor give any form of endorsement. We are also not responsible for any loss of damage that you may suffer or incur as a result of your use of such third party services or products.
- 6.4 You irrevocably waive all rights or remedies available at law or equity. In no event shall we be liable, whether in law, equity or negligence or otherwise howsoever, to you or any third party, for any direct, indirect, consequential or other damages. Further, without limiting the generality of this Section 6, you acknowledge and confirm that you shall have no right of recovery for the satisfaction of any cause whatsoever arising out of the use of the Services against any Group Company or any officer, director, employee, agent, partner or shareholder of ours or any Group Company.
- 6.5 For the avoidance of doubt, it is expressly agreed that no provision of the Terms & Conditions shall be enforceable by any third party.

7. INDEMNIFICATION

You shall at all times indemnify and hold us harmless from and against any liability, loss, expenses, claim or damage, including legal fees arising from:

- (a) any breach by you of the Terms & Conditions, including any of your representations, warranties, conditions, undertaking and covenants;
- (b) your use of the Services;
- (c) any claim for libel, slander, invasion of privacy, or infringement of copyright, trademark, patent or other proprietary right concerning the materials transmitted through your use of the Services; and/or
- (d) any case, claims or proceedings in any way asserted or initiated by any third party arising out of or in connection with any of the matters stated or intended in paragraphs (a) to (c) above.

8. TERMINATION/SUSPENSION

8.1 You agree that NESB may immediately suspend or terminate your access to the Service with or without notice:

- (a) you have breached or violated these Terms of Use;
- (b) so instructed or directed by the Malaysian Communications and Multimedia Commission or any other federal or statutory agency or regulatory body;
- (c) you have engaged in fraudulent or illegal activities;
- (d) it is in the public interest; or due to the existence of a declared public emergency; or
- (e) the satellite being used to provide the Services is no longer made available to us, declared a constructive total loss or a total loss under its in-orbit insurance policy or such other insurance policy; or the satellite experiences a failure, whether full or partial;
- (f) for maintenance or other operational reasons; or
- (g) for NESB convenience.

8.2 You agree that any suspension or termination by NESB is at its sole discretion without any liability to you.

9. FORCE MAJEURE

In the event we are unable to provide our Services continuously for thirty (30) days due to a Force Majeure event, we may terminate the Services and/or cancel your Access Code by notifying you. You may contact your agent within three (3) months from the date of such termination for a pro-rated refund based on your unutilised data capacity or remaining days in your validity period, whichever is the lesser amount, and thereafter, we shall have no further obligations to you or vice versa.

10. GENERAL

- 10.1 NESB 's failure or delay to exercise or enforce any right or provision under this Terms of Use or at law shall not constitute a waiver of such right or provision or prejudice us in acting against you.
- 10.2 If any provision of these Terms of Use shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms of Use and shall not affect the validity and enforceability of any remaining provisions.
- 10.3 These Terms of Use shall be governed and construed in accordance with the laws of Malaysia.
- 10.4 You submit that all disputes arising out of or in connection with the Terms of Use to the exclusive jurisdiction of the courts of Malaysia.
- 10.5 You agree that any legal action or proceeding between NESB and you for any purpose concerning these Terms of Use or the obligations hereunder shall be brought exclusively in the court of competent jurisdiction sitting in Malaysia.

- 10.6 NESB may assign or novate its rights and duties under this Terms and Conditions to any party at any time without notice to you.
- 10.7 Your rights and duties under these Terms of Use are not assignable by you without written consent of NESB. These Terms of Use do not provide any third party with a remedy, claim, or right of reimbursement.
- 10.8 This Terms of Use constitutes the entire agreement in respect of the subject matter set out herein and supersedes all previous agreements, representations, correspondences, proposal and any other arrangement or understandings, whether express or implied and supersedes all previous and contemporaneous oral or written agreements and representations made.
- 10.9 Time, wherever mentioned, shall be of essence.
- 10.10 Nothing in the Terms and Conditions will require either you or us to contravene any applicable law. If any provision of the Terms and Conditions is found or declared by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be severed and shall not affect the validity of the other provisions of the Terms and Conditions which shall retain full force and effect.
- 10.11 No delay in acting on our part or enforcing our rights under this Agreement or at law shall amount to a waiver of our rights or prejudice us in acting against you.

11. DEFINITIONS & INTERPRETATIONS

11.1 In this Terms and Conditions, capitalized terms shall have the following meanings:

- (a) "Access Code" means the protected passcodes in order to access and use the AXCEZZ Services;
- (b) "Affiliate" means our holding company, subsidiary, associated and related company, successors, assignees, employees and agents;
- (c) "Force Majeure" means any cause or event beyond our reasonable control which results in the delay or failure to perform of our obligations, including, but not limited to, acts of God, terrorism, the public enemy, war (whether declared or undeclared) or other hostile action, national emergencies, riot, insurrection or other military action or civil unrest, fire, flood, other natural disasters or adverse weather conditions; radioactive contamination, strikes, lockouts or other trade or labour disputes or actions; launch or satellite manufacturer delay; power shortage, civil commotion, epidemic, quarantine, embargo; meteorological or astronomical disturbance; satellite failure or malfunction, satellite launch failure or delay, or action or inaction of any government or competent authority;
- (d) "Group Company" means any ultimate holding company and/or holding company of ours, its Affiliates or commonly controlled entities;
- (e) "NESB", "we", "our" and "us" means Numix Engineering Sdn, Bhd.;
- (f) "Services" means satellite based WiFi broadband services in Malaysia;
- (g) "Site" means www.numix-engineering.com/axcezz/ site operated by NESB;
- (h) "You" means the individual customer who subscribes for the Services (including any of his/her permitted assigns and/or representatives).