



Webqom Technologies Sdn Bhd (809009A)
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Telephone: 03 7722 5971 www.webqom.com

[TERMS & CONDITIONS]

The following terms of business apply to all services provided by Webqom Technologies Sdn Bhd to you.

By purchasing services from Webqom Technologies Sdn Bhd you agree to these terms of business.

TABLE OF CONTENTS

1.	DEFINITION.....	1
2.	APPLICATION OF TERMS.....	2
2.1.	EFFECTIVE DATE.....	2
2.2.	AUTOMATICALLY RENEW	2
2.3.	ORDER FOR SERVICES.....	2
2.4.	PRIOR WRITTEN CONSENT FOR ADDITIONAL SERVICES	2
2.5.	PROVISION OF INSTRUCTIONS IN RELATION TO THE SERVICES	2
2.6.	PRIOR NOTICE FOR PRICE INCREASE.....	2
2.7.	WRITTEN ACKNOWLEDGEMENT OF CANCELLATION.....	2
2.8.	TERMS AND CONDITIONS OF DOMAIN NAME REGISTRARS	2
2.9.	TERMS AND AGREEMENT ALTERATION	3
3.	SERVICE SPECIFIC: DOMAIN NAME REGISTRATION	3
3.1	AGENT.....	3
3.2	GUARANTEE	3
3.3	COMPLY WITH RELEVANT AUTHORITY’S TERMS AND CONDITIONS	3
3.4	DOMAIN NAME DISPUTE WITH OTHER INDIVIDUAL OR ORGANISATION	3
3.5	ACCURATE AND UP-TO-DATE CONTACT INFORMATION	3
3.6	DOMAIN TRANSFER TO ALTERNATIVE REGISTRAR	4
3.7	INFORMATION FOR DOMAIN NAME REGISTRATION	4
3.8	INFORMATION YOU ARE REQUIRED TO SUBMIT.....	4
3.9	ADDITIONAL INFORMATION MAINTAINED ABOUT YOUR REGISTRATION.....	4
3.10	OBLIGATIONS RELATING TO PROVIDED DATA	5
3.11	DISCLOSURE AND USE OF REGISTRATION INFORMATION	5
3.12	OWNERSHIP OF DATA	6
3.13	DOMAIN REGISTRAR TRANSFERS.....	6
3.14	DOMAIN EXPIRATION	7
4.	SERVICE SPECIFIC: SHARED WEB HOSTING AND EMAIL SYSTEM.....	7
4.1	SHARED HOSTING, RESELLER HOSTING, SOFTWARE AS A SERVICES	7
4.2	CLOUD SERVER, VIRTUAL PRIVATE SERVERS AND DEDICATED SERVER.....	7
4.3	EXCLUSION.....	7
4.4	WARRANTY.....	7
5.	SERVICE SPECIFIC: MANAGED SERVER HOSTING, DEDICATED SERVER HOSTING AND COLLOCATION SERVICES	8
5.1	MINIMUM TERM.....	8
5.2	PAYMENT TERM	8
5.3	IP ADDRESSES USAGE	9
6.	BANDWIDTH.....	9
6.1	BANDWIDTH USAGE.....	9
7.	PAYMENT	9
7.1	OTHER COSTS.....	9
7.2	QUOTATION VALIDITY PERIOD.....	9
7.3	EXCLUSIVE OF GST	9
7.4	ADVANCE PAYMENT	10
7.5	PAYMENT TERMS	10
7.6	DEPOSIT.....	10

7.7	PROMPT PAYMENT	10
7.8	PREPAYMENT	10
7.9	MONTHLY SERVICE FEES	10
7.10	UPGRADE FEES	10
7.11	HOURLY SERVICE FEES.....	11
7.12	ADDITIONAL SERVICE FEES	11
7.13	ONE TIME FEES.	11
7.14	FULL PAYMENT	11
7.15	RE---ACTIVATION FEE FOR SHARED ACCOUNT	11
7.16	RE---ACTIVATION FEE FOR CLOUD SERVER, RESELLER ACCOUNT, VIRTUAL PRIVATE SERVER, DEDICATED SERVER, CO--LOCATION ACCOUNT	11
7.17	NEW SERVICE FEES.....	12
7.18	CANCELLATION FEES	12
8.	INTELLECTUAL PROPERTY RIGHTS AND OTHER CONSENTS	12
9.	LIABILITY.....	12
9.1	SERVICES DELIVERY ACKNOWLEDGEMENT	12
9.2	SERVICE INTERRUPTIONS	13
9.3	DELAY OR FAILURE	13
9.4	CONDITIONS, TERMS, REPRESENTATIONS AND WARRANTIES.....	13
9.5	TOTAL AGGREGATE LIABILITY	13
9.6	THIRD PARTY.....	13
10.	INDEMNITY	13
11.	LAW.....	14
12.	NOTICE	14
12.1	NOTICE TO YOU.....	14
12.2	NOTICE TO US.....	14
12.3	UPDATE OF CONTACT INFORMATION	15
12.4	LANGUAGE.....	15
13.	TERMINATION	15
13.1	TERMINATION NOTICE	15
13.2	IMMEDIATE TERMINATION.....	15
13.3	TERMINATION DUE TO NONE RENEWAL	16
13.4	SERVICE CANCELLATION	16
13.5	TERMINATION DUE TO NONE COMPLIANCE BY CUSTOMER.....	16
13.6	RELOCATION OR UPGRADE	16
13.7	FEES	16
13.8	SERVICE DE---ACTIVATION	16
13.9	RIGHTS.....	16
13.10	EFFECT OF TERMINATION	17
14.	MISCELLANEOUS.....	17
14.1	FORCE MAJEUR	17
14.2	ADEQUATE RIGHTS	17
14.3	SERVICES LICENSE	18
14.4	LICENSE RESTRICTIONS	18
14.5	USE OF LICENSES	18
14.6	TRADEMARK	18



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1. DEFINITION

“Agreement” means the agreement between You and Webqom, comprising these Terms together with any Orders You may make;

“AUP” means Acceptable Use Policy which defines the acceptable terms of usage for your server or Service;

“Co-location” means the service(s) and computing infrastructure (including but not limited to: rack space, power, air conditioning facilities and bandwidth) provided to You by Webqom. The operation and management of any equipment you choose to install in the co-location space is entirely your responsibility and You accept and agree to be bound by the terms of Webqom’s AUP;

“Fees” means the fee or fees (and Local Administration Costs) due for the provision of the Services as set out in any Order or (if not set out) calculated by reference to the then standard Webqom prices;

“IP Address” means the unique address assigned to You by Webqom used in order to identify and communicate with other devices over the internet utilizing the Internet Protocol Standard;

“Local Administration Costs” means any registration fees and other costs incurred by Webqom on your behalf for the registration or attempted registration of domain names and hosting charges incurred for your Server including currency conversion costs and bank charges;

“Order” means the order form or letter signed by You requesting Services;

“Server” means the computer server equipment including any required Networking equipment operated by Webqom in connection with the provision of the Services;

“Service” or “Services” means any and all services provided by Webqom under these Terms including, without limitation, domain name registration services; shared web hosting, VPS hosting, dedicated servers, managed servers, and consultancy services and any other services which may be provided from time to time;

“Standard Price List” means the list(s) of the standard prices for Webqom Technologies Sdn Bhd company products which are available on request;

“Terms” means these terms and conditions of business;

“Webqom” means Webqom Technologies Sdn Bhd of 92A, Jalan Burhanuddin Helmi, Taman Tun Dr Ismail, 60000 Kuala Lumpur, Wilayah Persekutuan, Malaysia.

“You” means the person, firm or company who purchases Services from Webqom.

2. APPLICATION OF TERMS

2.1. Effective Date

The term of this Agreement will commence on the Effective Date and will remaining effect until terminated by You or Webqom in accordance with the Termination Clause of this Agreement.

2.2. Automatically Renew

Unless sooner terminated pursuant to other terms of this Agreement, and except as otherwise provided in this Agreement or other Supplemental Agreement, this Agreement shall be for an initial term of one month and shall be automatically renewed each month for additional one---month period.

2.3. Order For Services

Each Order for Services by You shall be deemed to be an offer by You to buy the Services from Webqom subject to these Terms. No Order shall be deemed to be accepted by Webqom until Webqom issues a written acknowledgement or (if earlier) the Services are provided.

2.4. Prior Written Consent For Additional Services

Webqom shall be under no obligation to deliver any Services in addition to those identified in the Order without the prior written consent of a duly authorized representative of Webqom

2.5. Provision Of Instructions In Relation To The Services

Any instructions supplied by You to Webqom in relation to the Services must be complete, accurate and clearly legible. Webqom reserves the right to make a charge for any costs and any additional work incurred by Webqom from any failure by You to comply with this provision and shall not be liable for any errors caused by such failure.

2.6. Prior Notice For Price Increase

Webqom reserves the right to increase prices with thirty (30) days prior written notice should it`s third party costs increase. Upon receipt of such notice you have 60 days in which to cancel your services in writing.

2.7. Written Acknowledgement Of Cancellation

No purported cancellation of any Order or part of an Order will be effective unless and until Webqom gives written acknowledgement of cancellation. Webqom may, as a condition of such acknowledgement, or otherwise on early termination impose such reasonable charge for cancellation as it shall consider appropriate including a charge for any costs (including Local Administration Costs) and for any work incurred by Webqom at the date cancellation is acknowledged.

2.8. Terms And Conditions Of Domain Name Registrars

In addition to these Terms, all domain name registrations are subject to the terms and conditions of any registrar Webqom may use to fulfil the Order and the rules and regulations of the relevant Network Information Centre (NIC) or similar registry administrator. As a condition of the Agreement You agree to be bound by the rules, regulations, terms and conditions & dispute resolution policies applicable to each domain name applied for on your behalf.

2.9. Terms And Agreement Alteration

Webqom may alter these terms and agreement at any time without notification to You provided that the current Terms are available on Webqom`s Web site (www.webqom.com). Your sole remedy in the event that You do not agree to amendments made to the Terms shall be to serve 3 months written notice of contract termination without any right to damages or service credit.

3. SERVICE SPECIFIC: DOMAIN NAME REGISTRATION

3.1 Agent

Webqom acts as an agent and reseller for different Registrars and Domain name sellers & as your agent when purchasing domain names. The contract for domain name registration is between you and the naming authority. Your use of a domain name, once registered, may be challenged by a third party; if so, the Uniform Domain Name Dispute Resolution Policy (the "UDRP") or other as amended from time to time and provided by the Registrar responsible shall apply to all registrations or renewals. An example of such is ICANN`s UDRP available at <http://www.icann.org/udrp/udrp.htm>

3.2 Guarantee

We do not warrant or guarantee that the domain name applied for will be registered in your name or is capable of being registered by You. Accordingly, You should take no action in respect of your requested domain name(s) until You have been notified that your requested domain name has been registered.

3.3 Comply With Relevant Authority's Terms and Conditions

The registration of the domain name and its ongoing use is subject to the relevant naming authority's terms and conditions of use and You are responsible for ensuring that You are aware of those terms and conditions and can and do comply with them. You irrevocably waive any claims You may have against Webqom in respect of the decision of a naming authority to refuse to register a domain name and, without limitation agree that the administration charge paid by You to Webqom shall be non-refundable in any event.

3.4 Domain Name Dispute With Other Individual or Organisation

We accept no responsibility in respect of the use of a domain name by You and any dispute between You and any other individual or organisation regarding a domain name must be resolved between the parties concerned and we will take no part in any such dispute. We reserve the right, on our becoming aware of such a dispute, at our sole discretion and without giving any reason, to either suspend or cancel the domain name, and/or to make appropriate representations to the relevant naming authority. You warrant and undertake that to the best of your knowledge and belief neither the registration of the domain name nor the manner in which it is directly or indirectly used by You or and any licensee directly or indirectly infringes the legal rights of a third party.

3.5 Accurate And Up-To-Date Contact Information

You are solely responsible for providing Webqom with accurate and up-to-date contact information and we shall not accept any responsibility for any cancellation or refusal to renew a domain name by the relevant naming authority due to any failure to provide such information. Any changes made by You to your details in any manner whatsoever are your own responsibility. Whilst we will make every effort to remind you when a renewal of a registration is required We are not responsible for the renewals of any domain name registration and You should make your own arrangements for reminding yourself when any name is due for renewal.

3.6 Domain Transfer To Alternative Registrar

Where Webqom has registered a domain name on your behalf and should you wish to transfer the domain to an alternative Registrar, the ICANN-adopted consensus policies on transfer of sponsorship of registrations between registrars shall apply. We reserve the right to charge an administrative fee in respect of any transfers to another web hosting or domain name registration company in accordance with our rate applicable at the time.

3.7 Information For Domain Name Registration

As part of the registration process, You are required to provide certain information and to update promptly this information as needed to keep it current, complete and accurate. This information will be used by Webqom in accordance with its Privacy Policy. The information You are obliged to provide in connection with the domain name You are registering is the following:

- a. Your name and postal address (or if different, that of the domain name holder);
- b. The domain name being registered;
- c. The name, postal address, e-mail address, voice telephone number, and where available, fax number of the administrative contact for the domain name;
- and
- d. The name, postal address, e-mail address, voice telephone number, and where available, fax number of the billing contact for the domain name.

3.8 Information You Are Required To Submit

You agree and acknowledge that when You renew your domain name registration, the type of information You are required to provide may have changed. If You do not wish to provide the new required information, your registration may not be renewed.

All other information which we may request from You at registration is voluntary. However, not providing this information may prevent You from obtaining all products and services made available to domain name registrants by Webqom, other than registration of the domain name.

If You intend to license use of a domain name to third party You are still responsible for providing the contact information specified above and for providing and updating accurate technical and administrative contact information. You accept liability for any wrongful use of the domain name unless You promptly discuss the identity of the license to any party providing reasonable evidence of actionable harm.

3.9 Additional Information Maintained About Your Registration

In addition to the information You provide, we maintain records relating to your domain name registration. These records may include:

- a. The original creation date of the registration;
- b. The submission date and time of the registration application to Webqom and by Webqom to the proper registry;
- c. Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between You and Webqom;
- d. Records of account for your domain name registration, including dates and amounts of all payments and refunds
- e. The IP addresses of the primary nameserver and any secondary nameservers for the domain name;
- f. The corresponding names of those nameservers;

- g. The name, postal address, e-mail address, voice telephone number, and where available, fax number of the technical contact for the domain name;
- h. The name, postal address, e-mail address, voice telephone number, and where available, fax number of the zone contact for the domain name;
- i. The expiration date of the registration;
- j. Information regarding all other activity between You and Webqom regarding your domain name registration and related services.

3.10 Obligations Relating To Provided Data

In the event that, in registering the domain name, You are providing information about a third party, You hereby represent that You have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (b) that You have obtained that third party's express consent to the disclosure and use of that party's information as set forth in these terms and conditions.

You acknowledge that wilfully providing inaccurate information or wilfully failing to update information promptly will constitute a material breach of these terms and conditions and will be sufficient basis for cancellation of your domain name registration. You further agree that your failure to respond for over fifteen (15) calendar days to inquiries by Webqom concerning the accuracy of contact details associated with your registration shall constitute a material breach of these terms and conditions and will be sufficient basis for cancellation of your domain name registration.

Webqom will not process data about any identified or identifiable natural person that we obtain from You in a way incompatible with the purposes and other limitations which we describe in this Agreement.

Webqom will take reasonable precautions to protect the information it obtains from You from loss, misuse, unauthorized access or disclosure or use, or alteration or destruction, or that information. Webqom will have no liability to You or any third party to the extent such reasonable precautions are taken.

3.11 Disclosure And Use Of Registration Information

You agree and acknowledge that Webqom will make available domain name registration information You provide or that we otherwise maintain to ICANN, to the registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit. You further agree and acknowledge that Webqom may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information You provide, for purposes of inspection or for targeted marketing and other purposes as required or permitted by ICANN and applicable laws.

Additionally, You acknowledge that ICANN may establish guidelines, limits and/or requirements that relate to the amount and type of information that Webqom may or must make available to the public or to private entities, and the manner in which such information is made available.

You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by You in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action You may have arising from such disclosure or use of your domain name registration information by Webqom.

Certain Webqom users have access to Webqom's control panel. If You are one of those users, You may use the control panel utility to modify the zone file, DNS, IP, MX Records and SOA WHOIS, and

contact information for any.com, .net, or.org domain name registered through or administered by Webqom or registered by a Webqom reseller. Users without such access should contact customer services department to effect any alterations.

3.12 Ownership Of Data

You agree and acknowledge that Webqom owns all database, compilation, collective and similar rights, title and interests worldwide in our domain name database, and all information and derivative works generated from the domain name database. You further agree and acknowledge that we own the following information for those registrations for which we are the registrar:

- a. the original creation date of the registration
- b. the expiration date of the registration
- c. the name postal address, e-mail address, voice telephone number, and where available fax number of the technical contact, administrative contact, zone contact and billing contact for the domain name Registration
- d. any remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database
- e. any other information we generate or obtain in connection with the provision of domain name registration services, other than the domain name being registered, the IP addresses of the primary name server and any secondary name servers for the domain name, and the corresponding names of those name servers.

3.13 Domain Registrar Transfers

You agree that you can change registrar for an existing domain name only in accordance with the policy of the relevant registry. You agree you may not change registrar for a period of sixty (60) days after initial registration of the domain name with Webqom. Only the "Authoritative Holder" (the entity listed as the registrant in the current domain name registration) of the domain name registration may initiate a request to transfer that domain name registration from another registrar to Webqom. You hereby represent that you have the full and complete authority as the holder of the domain name registration to initiate such a transfer, or that you have been given full and complete authority by the Authoritative Holder of the domain name registration to initiate such a transfer. Webqom, at its sole discretion, may require you to provide documentation that proves that the Authoritative Holder of the domain name initiated this transfer request. The request to transfer a domain name registration from another registrar to Webqom may be denied:

- a. during the first sixty (60) days after initial registration of the domain name with the original Registrar;
- b. in accordance with circumstances described in the Domain Name Dispute Policy;
- c. if there is a pending bankruptcy of the domain name holder;
- d. where there is a dispute over the identity of the domain name holder;
- e. by operation of law;
- f. or at the discretion of the then current registrar.

It is the responsibility of the Authoritative Holder to ensure that the request to transfer will not be denied for any of the above reasons prior to initiating and paying for the registrar transfer services. Fees are not refundable, but can be applied to subsequent transfer requests at Webqom's sole discretion. Upon successful completion of the registrar transfer request, Webqom shall immediately become the registrar of record. You will be required to extend your existing registration term for one (1) year from the date your existing registration is set to expire, provided that the total unexpired term of a registration does not exceed ten (10) years.

3.14 Domain Expiration

Your Domain Name will become expired and may cause Your web site to become inaccessible on and after the expiry date if the Domain Name is not renewed on or before the expiry date.

You shall renew the domain name at Your own cost and expense. In the event You failed to renew the domain name and caused the domain name to be expired or not being able to renew, You shall not make any claim or compensation from Webqom.

4. SERVICE SPECIFIC: SHARED WEB HOSTING AND EMAIL SYSTEM

4.1 Shared Hosting, Reseller Hosting, Software As a Services

Account. You may occupy only the amount of disk space in Webqom's server that is allotted by Webqom according to the package option subscribed by You.

Additional fees, specified in the hosting plans, will be charged for exceeding the disk space. Disk space measurement includes all customer content and generated content from their web site and includes but is not limited to Web Pages, Files, Images, Videos, Logs, Backup, Emails, Databases, SQL data, Mailing List data and data in Your directories for Virtual accounts.

Webqom is not responsible for measurements provided by individual control panel software, which is Third party software not controlled by Webqom, which may or may not include all of the customer data in their measurements.

4.2 Cloud Server, Virtual Private Servers and Dedicated Server.

The Disk Drive and/or Disk Space Quota for these accounts are hard quota based and You have full access and rights to the disk space. Available disk space for You includes the space required for the Operating System, Control Panel and other Services that come with the server setup which is selected by You. You have full control of all disk space for these accounts and may remove, delete and/or alter the installed files and configurations.

4.3 Exclusion

We specifically exclude any warranty as to the accuracy or quality of information received by any person via the Server and in no event will we be liable for any loss or damage to any data stored on the Server. You are responsible for maintaining insurance cover in respect of any loss or damage to data stored on the Server.

4.4 Warranty

You warrant to Webqom that You will only use your assigned Web Site or Server for lawful purposes. In particular, You further warrant and undertake to Webqom that:

- a. You will not, nor will You authorize or permit any other party to, use the Server in violation of any law or regulation;
- b. You will not knowingly or recklessly post, link to or transmit:
 - i any material that is unlawful, threatening, abusive, harmful, malicious, libellous, defamatory, obscene, pornographic, profane or otherwise objectionable in any way;
 - or
 - ii any material containing a virus or other hostile computer program;

iii any material that shall constitute or encourage a criminal offence, give rise to civil liability or that violates or infringes any trade mark, copyright, other intellectual property rights or similar rights of any person, firm or company under the laws of any jurisdiction;
and

c. You will conform to the standards and acceptable use policies of Webqom from time to time and will not yourself, and will ensure that none of your end users, make excessive or wasteful use of the Server to our detriment or that of our other customers.

Webqom may suspend the Service immediately in its sole discretion if we receive any complaint that material on the Server may be unlawful, harmful or defamatory or if we believe our standards or acceptable use policy has been breached

We may disclose your name and address to a complaining individual or naming authority if in our reasonable discretion, it is necessary or appropriate to do so.

You are responsible for sending mail in accordance with any relevant legislation (including data protection legislation) and for sending the same in a secure manner. We will take all reasonable steps to ensure accurate and prompt routing of messages but we will not accept any liability for on receipt or misrouting or any other failure of email.

You warrant, undertake and agree that:

- a. all transactions within any online store system operated by you will be contracts for the sale of goods between You as the merchant and your end-user customer and You agree that we may include an exclusion of our liability in respect of such purchases and transactions in such form as we deem appropriate;
- b. the information contained within any online store system complies with all applicable law, including, without limitation, any distance selling regulations and data protection regulations from time to time in force;
- c. You will keep secure any identification, password and other confidential information relating to your account and You will notify Webqom immediately of any known or suspected unauthorized use of your account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of your password information.

Whilst we shall use reasonable endeavours to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorized users or hackers.

5. SERVICE SPECIFIC: MANAGED SERVER HOSTING, DEDICATED SERVER HOSTING AND COLLOCATION SERVICES

5.1 Minimum Term

Services are provided on the basis of an initial and minimum term of 12 months. Thereafter the services will automatically continue until terminated by either You or Webqom by each party giving to the other 90 days notice in writing. Any such termination or cancellation will be subject to the payment of any outstanding charges.

5.2 Payment Term

Webqom will invoice You, take regular credit card payment authorised by You or direct debit payments authorised by You quarterly in advance unless otherwise agreed. The first invoice will cover the set-up, three months service charges, to include bandwidth, machine(s) rental or purchase (if any) and any additional rack space charges. Purchased servers must be fully paid for

before the service will commence. Subsequent quarterly invoices will include charges at the rates then in place for excess bandwidth used above the agreed bandwidth.

5.3 IP Addresses Usage

In providing services to You Webqom assigns to You one or more IP Addresses for your use. When the agreement between You and Webqom is terminated for whatever reason, the IP addresses revert to Webqom and may be assigned to another customer.

6. BANDWIDTH

6.1 Bandwidth Usage

You acknowledge that the fee payable for the hosting package you use is based on a set bandwidth allowance. If, in any calendar month, you obtain any bandwidth usage over that basic allocation then Webqom will charge you its standard over usage charge, which will be invoiced one calendar month in arrears and payable accordingly.

All services including, Shared Hosting Account, Cloud Server, Virtual Private Server (VPS), Dedicated Server and Colocation Accounts are limited only to port speed. Default port setting is One (1) Mbps. Additional fees, specified in the account plan will be charged for exceeding the network bandwidth allowance of Your selected plan/server.

7. PAYMENT

Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we reserve the right, forthwith and at our sole discretion, to suspend the provision of Services to You.

7.1 Other costs

Subject to an increase in third party costs such as Power costs, the Fee for the Services shall be in accordance with the relevant scale of charges and rates detailed on your order form. Webqom reserves the right to alter the Fees payable for Services at any time and any provision of Services after such time shall be deemed to have been made in acceptance of such new Fees.

You acknowledge that increases in third party fees beyond Webqoms control may result in Webqom increasing it's fees and You agree to pay the increased fees if higher than those set out in the Order.

7.2 Quotation Validity Period

Unless otherwise expressly specified in the Order, all quotations given by Webqom for Webqom's Fees are valid for a period of 14 days only from the date upon which they are given, after which time the quotation shall automatically expire.

7.3 Exclusive of GST

The price of the Services is exclusive of GST or its equivalent and all other tax or duty which, if applicable, shall be payable by You in addition at the appropriate rate.

7.4 Advance Payment

Webqom reserves the right to demand payment on account in advance of providing any Services and unless otherwise specified in the Order may invoice in respect of work completed or to be carried out, before, during and after completion of such work as it sees fit. In the event you instruct us to renew a domain name registration you will be asked to make advance payment.

7.5 Payment Terms

Invoices are payable within 30 days of the date of the invoice without deduction or set-off. Unpaid invoices shall attract interest at a rate of 4% per annum without prior notice (such interest being payable both before and after any judgment may be obtained) and Webqom reserves the right to suspend the Services until payment is made. Time for payment is of the essence. With regard to Fees that relate to the relevant fee for a domain name registration, You must make payment in full before your application can be accepted.

Where Services are provided prior to the relevant Fees being paid, Webqom may retain the title in and ownership of all domain names registered on your behalf unless and until payment is made, and if such Fees are overdue Webqom may deal with such names without restriction as if the full legal and beneficial owner.

7.6 Deposit

Upon submission of the Order and acceptance by Webqom, You shall pay to Webqom a non-refundable deposit and other charges, fees and rentals for the Services and/or equipment, as the case may be, which shall be at the rates prescribed on the Webqom website from time to time and payable in advance or at such other time in accordance with Webqom's policy or requirements. The said charges, fees and rentals shall commence from the Effective Date.

7.7 Prompt Payment

You shall promptly pay on demand by Webqom and at the times stipulated in such demand all charges, fees, rentals, costs or other amounts in connection with the Services. You shall continue to be liable for any applicable charges during the period of interruption or loss of Services from any cause what so ever.

7.8 Prepayment.

Webqom may accept prepayment for services to be provided under this Agreement, but such acceptance shall not modify or extend the term of this Agreement.

7.9 Monthly Service Fees

Fees for service ordered by You shall begin on the date of the initial order and that date shall serve as the monthly anniversary date ("Anniversary Billing Date") for all future billings including one time fees, upgrades, additional services, cancellations and service credits. Fees are due in advance of the monthly service cycle and will be billed on the anniversary date of each month.

7.10 Upgrade Fees

Upgrades ordered on the Anniversary Billing Date will be billed for a full month service and will Continue each month on the Anniversary Billing Date. Upgrades ordered after the normal Anniversary Billing Date will be pro-rated to the next anniversary date and billed as a one time pro-rata charge. Future charges will appear as full monthly fees added to your existing Anniversary Billing Date.

7.11 Hourly Service Fees

For any Services offered by Webqom on an hourly basis ("Hourly Services"), You shall specify the period of time for which the Hourly Services are requested, or cancel at any time. The minimum period of time for which Hourly Services may be requested one ("1") hour and Customer will be billed in full hourly increments, and no breakdown by minutes shall be permitted. Unless otherwise specifically stated in the Terms, Customers who request Hourly Services agree to all terms and conditions in Webqom's Terms, including but not limited to these Terms and the AUP.

7.12 Additional Service Fees

Additional services, not including Hourly Services, ordered on the Anniversary Billing Date will be billed for the full month service and will continue each month on the Anniversary Billing Date. Additional services ordered after the normal Anniversary Billing Date will be pro-rated to the next anniversary date and billed as a one time pro-rata charge. Future charges will appear as full monthly fees added to your existing Anniversary Billing Date.

7.13 One Time Fees.

One time fees, such as setup fees, administrative fees and late fees are due and payable at the time they are incurred, and/ or agreed upon in writing or via ticket with Webqom's approval. One time fees, such as bandwidth over ages and Webqoms overages are due and payable upon an Invoice following the billing cycle in which they are incurred, and are based on standard rates, or as otherwise agreed upon in writing or via ticket with Webqom's approval.

7.14 Full Payment

All payments due to Webqoms under this Agreement shall be made in full, with out deduction for any reason, including but not limited to, set-off, counter claim or other equitable or lawful claim.

7.15 Re-Activation Fee for Shared Account

If Webqom suspends your shared account for non-payment, You shall be allowed to re-in state Your use of the Services within Thirty (30) business days of suspension upon approval from Webqom and full payment of balances due. A Re-activation Fee as per Appendix-I will be applied.

7.16 Re-activation Fee for Cloud Server, Reseller Account, Virtual Private Server, Dedicated Server, Co-location Account

If Webqom disconnects your Cloud Server, Reseller Account, Virtual Private Server, Dedicated Server, Co-location Account for non-payment, You shall pay Re-Activation Fee as per Appendix- prior to any ReActivation of Your server and notify Webqom with proof of payment.

Once payment has been received, Your account will be activated within Forty---eight (48) Business Hours. Webqom will maintain an archival copy of Your data files for five (5) days after Webqom disconnects the server.

7.17 New Service Fees

Fees and charges for any new Service or new feature of Service will be effective when Webqom post updated fees and charges on Webqom's Website unless Webqom expressly state otherwise in a notice. Webqom may increase or add new fees and charges for any existing Services by giving You at least 30---day advance notice.

7.18 Cancellation Fees

If You cancel any order after the same has been accepted by Webqom, You shall be liable to pay a cancellation fee, if any, at Webqom's prescribed rate for cancellation.

8. INTELLECTUAL PROPERTY RIGHTS AND OTHER CONSENTS

Webqom retains ownership of all intellectual property rights in any information, reports, documents, software or other materials created by Webqom as part of the Services, including all methodologies, know-how and processes used to do so (together, the "Materials"). Webqom grants to You a limited licence to store and view the Materials delivered to You on your internal computer network. Unless done so strictly for your internal business use, the Materials may not be otherwise reproduced, transmitted, broadcast or displayed in public without Webqom's prior written consent. Webqom is the proprietor of the Webqom's trade mark in Malaysia and other countries. All other trade marks, product names and company names or logos used in our site are our property of that of their respective owners. No permission is given by us in respect of the use of any such trade marks, get-up, product names, company names, logos or titles and You acknowledge that such use may constitute an infringement of the holder's rights.

You are solely responsible for obtaining all intellectual property rights clearances and/or other consents and authorisations necessary in respect of the names, marks or other materials which are the object of the Services and You warrant that Webqom use of such names, marks or materials and any other information, documents or software which You supply to Webqom under this Agreement (together, the "Objects") shall not infringe any third party's intellectual property rights or be otherwise unlawful or illegal.

On becoming aware of any dispute between You and any other individual or organisation regarding the Objects, Webqom reserves the right, at its sole discretion and without notice or liability to You, to cease any further use of such Objects including, without limitation, deleting or suspending them from its computer systems and/or to make appropriate representations or provide information to any relevant authority or interested party.

9. LIABILITY

9.1 Services Delivery Acknowledgement

Whilst Webqom shall use reasonable skill and care in the delivery of the Services You acknowledge that the delivery of the Services:

a. is subject to the inherent technical and operational limitations of the Internet, including, but not limited to, the lack of security and unreliability of its communications, the evolving nature of its organisational, legal and regulatory framework, and the potential inaccuracy and variable standards of its relevant data repositories, such as national domain name registries, and is therefore made without guarantee as to accuracy or completeness for which Webqom shall have no liability to You or any third party;

b. may, in whole or in part, be prohibited, restricted or otherwise subject to relevant third party contractual provisions, such as the terms and conditions of Internet naming authorities, for which Webqom shall have no liability to You and You warrant that You shall ensure that You are made aware of, and comply with, such provisions.

9.2 Service Interruptions

We shall use reasonable endeavours to provide continuing availability of the Server and the Services but we shall not, in any event, be liable for Service interruptions or down time of the Server.

9.3 Delay Or Failure

Webqom shall not be liable for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to circumstances beyond its reasonable control including, without limitation, any act or omission by You or providers of internet connectivity and other events of force majeure. Any time deadlines set out in the Order or otherwise agreed are estimates only.

9.4 Conditions, Terms, Representations And Warranties

All conditions, terms, representations (other than fraudulent representations) and warranties relating to the Services, whether implied by law or otherwise, which are not expressly stated in this Agreement including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are excluded to the fullest extent possible by law.

9.5 Total Aggregate Liability

Webqom's total aggregate liability to You for any claim in contract, negligence or otherwise arising out of or in connection with this Agreement and the provision of the Services shall be limited to the price paid by You in respect of the Services which are the subject of any such claim and provided that You notify Webqom of any such claim within one year of it arising. In no event shall Webqom be liable to You for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

9.6 Third Party

The Services are provided by Webqom for your exclusive use. Webqom does not accept any liability or obligation towards any third party or generally towards any person and the Contract shall not apply to the relationship between You and Webqom.

10. INDEMNITY

You will defend, indemnify, and hold harmless Webqom, its affiliates and licensors, and each of the irrelative employees, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning:

- a) Your or any End Users' use of the Service Offerings (including any activities under Your account and use by Your employees and personnel);
- b) Breach of this Agreement or violation of applicable law by You or any End User;
- c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third---party rights by Your Content or by the use, development, design, production, advertising or marketing of Your Content; or
- d) A dispute between You and any End User. If Webqom or its affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, You will also reimburse Webqom for reasonable attorneys' fees, as well as Webqom employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at Webqom then---current hourly rates.

11. LAW

This Agreement shall be governed and construed in all respects in accordance with the laws of Malaysia and the parties hereto hereby submit to the jurisdiction of the Courts of Malaysia.

12. NOTICE

12.1 Notice To You.

Webqom may provide any notice to You under this Agreement by:

- a) Posting a notice on the Webqom Website;

or

- b) Sending a message to the email address that associated with Your account.

Notices we provide by posting on Webqom's Website will be effective upon posting and notices we provide by email will be effective when we send the email. It is Your responsibility to keep Your email address current. You will be deemed to have received any email sent to the email address then associated with Your account when we send the email, whether or not You actually receive the email.

12.2 Notice To Us.

To give us notice under this Agreement, You must contact Webqom as follows:

- a) By email to support@webqomhosting1.com.

- b) By personal delivery, overnight courier or registered or certified mail to:

Webqom Technologies Sdn Bhd
92A Jalan Burhanuddin Helmi, Taman Tun Dr Ismail, 60000 Kuala Lumpur, Wilayah Persekutuan,
Malaysia.

12.3 Update of Contact Information

We may update the telephone number or address for notices to us by posting a notice on Webqom's Website. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

12.4 Language

All communications and notices to be made or given pursuant to this Agreement must be in English language.

13. TERMINATION

13.1 Termination Notice

Webqom may terminate this Agreement immediately upon Thirty (30) days notice to You:

- a) if Webqom's relationship with a third party partner who provides software or other technology Webqom use to provide the Services expires, terminates or requires Webqom to change the way Webqom provide the software or other technology as part of the Services,
- b) if Webqom believes providing the Services could create a substantial economic or technical burden or material security risk for Webqom,
- c) in order to comply with the law or requests of governmental entities, or
- d) if Webqom determine use of the Services by You or any End Users or Webqom's provision of any of the Services to You or any End Users has become impractical or unfeasible for any legal or regulatory reason, or
- e) without having to give any reason.

13.2 Immediate Termination

Webqom reserves the right to refuse services to anyone. Webqom, in Its sole discretion, may immediately terminate this Agreement if:

- a) Webqom or You commits a material breach of its obligations under this Agreement which is incapable of remedy; or
- b) Webqom or You Commits a material breach of its obligations under this Agreement which is capable of remedy but which is not remedied within thirty (30) days after the receipt of written notice of default from the other party; or
- c) Webqom or You is insolvent or takes any corporate action, or other steps are taken or legal proceedings are commenced for 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 receiver, receiver and manager, official manager, liquidation, provision all liquidator, trustee or similar officer of it or of any or all of Its revenues and assets, or

d) in the event any equipment or combination thereof, including hardware and software used by Webqom in offering of its Services, become affected in their performance and / or functionality so as to render it impossible for Webqom to continue to provide the Services. In such event the sole extent of Webqom liability shall be the refund of any advance Subscription Fees paid by You for the duration of the interruption prior to termination.

13.3 Termination Due to None Renewal

Webqom may terminate this Agreement if You failed to pay for the renewal fees of its Service on time upon renewal.

13.4 Service Cancellation

If You are terminating this Agreement, You must follow instructions for cancellation provided on the Service Cancellation Information page as published on Webqom's Website. All cancellation notice by You must be at least Thirty (30) days before the next renewal date.

13.5 Termination Due to None Compliance by Customer

If the Agreement or Services is terminated by You or by Webqom due to non-compliance by You of any provisions in this Agreement prior to the expiry of the Initial Term, You shall pay Webqom in full all charges, fees and rentals for the remainder of the said term.

13.6 Relocation or Upgrade

If You terminate the Agreement during the Initial Term as a result of relocation or in order to upgrade the Services, You shall not be liable to pay for the remainder of the monthly rentals for the Initial Term, provided You enter in to a new Agreement with Webqom for the Services at the new location or for the upgraded service immediately upon termination of this Agreement. The new Agreement between You and Webqom for the new location or upgraded service will be based on the prevailing charges, rates and terms and conditions imposed by Webqom.

13.7 Fees

On termination of this Agreement, You shall pay Webqom:

- a) all amounts invoiced to You in accordance with this Agreement and unpaid as at the termination date together with the interest charged on those amounts; and
- b) all amounts incurred by You but not invoiced to You as at the termination date.

13.8 Service Deactivation

If You terminates your account, Webqom will deactivate the server / account on the day You specify the account is cancelled. Webqom will not maintain an archival copy of your Website (s) or files. It is your responsibility to remove any data off the server prior to the date provided in their cancellation notice.

13.9 Rights.

Termination of this Agreement by either You or Webqom for any reason whatsoever shall be without prejudice to any other rights, remedies or claims Webqom may have against You under this Agreement or at law in respect of any antecedent breach by You of any provision of this Agreement.

13.10 Effect of Termination

If Webqom terminates Your right to access or use any portion or all of the Services:

- a) You remain responsible for all fees and charges You have incurred prior the date of termination;
- b) You remain responsible for any applicable fees and charges for any Services to which You continue to have access, as well as applicable data storage fees and charges, and fees and charges for in--process tasks completed after the date of termination;
- c) Webqom will erase ALL of Your Content as a result of Your termination, except as specified elsewhere in this Agreement.
- d) Any such termination shall not be a breach by Webqom of this Agreement.

14. MISCELLANEOUS

If any provision of this Agreement or part thereof shall be void for whatever reason, the offending words shall be deemed deleted and the remaining provisions shall continue in full force and effect.

Your rights and obligations under this Agreement are personal to You and You undertake that You shall not nor purport to: assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.

Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.

Clause headings have been included in this Agreement for convenience only and shall not be considered part of, or be used in interpreting, this Agreement.

Webqom reserves the right to sub-contract any of the work required to fulfil the Services and to assign this Agreement upon notice to You.

14.1 Force Majeur

Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any governmental or supra-national authority.

14.2 Adequate Rights

You represent and warrant to Webqom that:

- a) You or Your licensors own all rights, titles, and interests in and to Your Content and Your Submissions;

b) You have all rights in Your Content and Your Submissions necessary to grant the rights contemplated by this Agreement; and

c) None of Your Content, Your Submissions or End Users' use of Your Content, Your Submissions or the Services Offerings will violate Webqom Acceptable Use Policy.

14.3 Services License

As between You and Webqom, Webqom or Its affiliates or licensors own and reserve all rights, titles, and interests in and to the Services. Webqom grants You a limited, revocable, non---exclusive, non---sublicensable, non---transferrable license to do the following during the Term:

a) Access and use the Services solely in accordance with this Agreement; and

b) Copy and use Webqom Content solely in connection with Your permitted use of the Services. Except as provided in this Section, You obtain no rights under this Agreement from Webqom or its licensors to the Services, including any related intellectual property rights. Some Webqom content may be provided to You Under a separate license, such as the Windows Server License, the Apache Software License, in which case that license will govern Your use of that Webqom Content.

14.4 License Restrictions

Neither You nor any End User may use the Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither You nor any End User may, or may attempt to:

a) Modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services (except to the extent software included in the Services are provided to You under separate license that expressly permits the creation of derivative works),or

b) Reverse engineer, disassemble, or decompile the Services or apply any other processor procedure to derive the source code of any software included in the Services, or

c) Access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas.

14.5 Use of Licenses

All licenses granted to You in this Agreement are conditional on Your continued compliance this Agreement, and will immediately and automatically terminate if You do not Comply with any term or condition of this Agreement. During and after the Term, You will not assert, nor will You authorize, assist, or encourage any third party to assert, against Us or any of our affiliates,customers , vendors, business partners ,or licensors ,any patent infringement or other intellectual property infringement claim regarding any Services You have used.

14.6 Trademark

You May only use Webqom's Trademark in accordance with the Trademark Use Guidelines as published on Webqom's websites.



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