

M800 SPECIFIC TERMS AND CONDITIONS OF INTERNATIONAL TOLL FREE SERVICE (ITFS), DIRECT INWARD DIALING (DID) SERVICE AND SHORT MESSAGE SERVICE (SMS)

These Specific Terms and Conditions (“Specific T&C of ITFS & SMS”) govern the service contract between M800 and Developer. Unless otherwise indicated or where the context otherwise requires, terms and expressions defined in the M800 General Terms and Conditions of Service shall carry the same meaning in these Specific T&C of ITFS&SMS. In the event of conflicting terms between these Specific T&C of ITFS & SMS and the M800 General Terms & Conditions, these Specific T&C of ITFS & SMS shall prevail.

1. Obligations

1.1 The Customer shall, at its own cost and expense:

- (i) where applicable, provide the Contents to the Recipient in such format and/or via such media as M800 may require from time to time;
- (ii) complete appropriate development of Customer’s System at its own costs to enable the International Toll Free Call and Short Message to be sent to and/or received by and/or M800’s System/Services;
- (iii) provide the means through which the Sub-Customers and the Recipients of the Contents (irrespective of whether they are the intended Recipients of such Contents) can indicate to the Customer whether they wish to receive or cease receiving the Short Message(s) at any time, and the Customer shall forthwith comply with any such indication of the said Sub-Customers and Recipients;
- (iv) provide such assistance as M800 may require from time to time in connection with the testing and connection of M800’s System and Customer’s System for the purpose of the provision of the Services;
- (v) do all such other acts and give all reasonable assistance and support to M800 as may be required to enable M800 to perform its obligations under this Agreement;
- (vi) provide to M800 the forecasted traffic of International Toll Free Call(s) and Short Message(s) on a 6-month basis, so as to enable M800 to plan for future hardware and software expansion;
- (vii) forthwith report to M800 any system outages and downtime of Customer’s equipment or System, which may affect the service level of the International Toll Free Call(s) and Short Message(s) under this Agreement;
- (viii) conduct a joint acceptance test with M800 in respect of the point of connection between M800’s System and Customer’s System;
- (ix) handle all the Recipients’ complaints and enquiries in relation to the Services and provide necessary information and support to M800 if the Recipients contact M800 directly in respect of the same;

- (x) not to transmit any unsolicited Short Messages, International Toll Free Call(s), Contents or data to any Sub-Customer or any person wherever situate;
- (xi) provide, if M800 requires, evidence that it has obtained the necessary licenses, permits, consents, authorisations and IP Rights, or complied with any analogous requirements in relation to the Customer's use of the Services;
- (xii) be responsible for all advertising and promotion of the Services during the term of the Agreement and is allowed to use the brand name(s) and/or logo(s) of M800 provided that prior written consent (which consent shall not be unreasonably withheld or delayed) of M800 has been obtained seven (7) days prior to the proposed use in respect of the setting, format, design, wordings and colors of M800's brand name(s) and/or logo(s). The cost of such advertising and promotion shall be solely borne by the Customers. M800 reserves the final discretion for approving and terminating the use of its logo(s) and/or brand name(s) by any Customers;
- (xiii) purchase the requisite equipment for its Operations and bear all setup charges for technical connection purpose for the Services during the term of this Agreement; and
- (xiv) be responsible to inform M800 the customer name(s) of Customer which shall use the Services upon M800's request by filling in a specified form namely Service Authorisation Request (SAR) as provided by M800, if required by M800.

1.2 The Customer acknowledges and agrees that:

- (i) International Toll Free Call(s) shall only be successfully connected to the Recipient(s) by dialing or using the assigned ITFS number(s) in countries and/or geographical regions as specified by M800 from time to time. M800 reserves the rights to withdraw any ITFS number(s) assigned and re-assign a different ITFS number(s) and/or user name(s)/number(s) to the Customer from time to time;
- (ii) the Short Message(s) shall only be successfully sent to the Recipient (s) by using the assigned ITFS number(s) and/or the user name(s)/number(s) as assigned by M800 from time to time in countries and/or geographical regions that specified by M800 from time to time. M800 reserves the right to withdraw any assigned ITFS number(s) and/or the assigned user name(s)/number(s) from time to time and re-assign a different ITFS number(s) and/or user name(s)/number(s) to the Customer from time to time;
- (iii) it does not and will not have any legal claim to, or proprietary interest in, an ITFS number(s) and/or the assigned user name(s)/number(s). Customers shall not sell, license or otherwise transfer the ITFS number(s);
- (iv) the Customer is responsible for monitoring and controlling the use of the ITFS number(s) and shall be responsible for all charges incurred through the use of the ITFS number(s) with or without the authority, knowledge or consent of Customer;
- (v) only those International Toll Free Call(s) and/or Short Message(s) that are approved by M800 will be sent to the Recipient(s);
- (vi) the Customer shall ensure and do not use the assigned ITFS number(s) and/or the assigned user name(s)/number(s) immediately and M800 shall have the right to withdraw the assigned ITFS number(s) and/or the assigned user name(s)/number(s) from being used by any person immediately from the date of termination or suspension of the Service;

(vii) M800 reserves the right to re-assign a different ITFS number(s) and/or user name(s)/number(s) to the Customers after the resume of Service from suspension;

(viii) Unless otherwise specified by M800, Voice Usage Fees and Service Fees for International Toll Free Call(s) shall be computed in one- (1) minute increments subject to an initial one (1) minute minimum per Voice Call, with partial minutes rounded up to the next full minute at the end of each Voice Call; and

(vix) Unless otherwise specified by M800, Service Fees and charges for Short Message(s) shall be computed per Short Message sent irrespective of whether or not the Short Message has been delivered to the intended Recipient or at all.

2. Equipment

2.1 If any equipment is to be provided by M800 to the Customer, all equipment shall remain M800's property at all times and the Customer will not acquire any rights or title in them.

2.2 The Customer shall not, nor permit any other person to alter, remove, add to, or otherwise interfere with the equipment or any identifying marks or numbers on the equipment.

2.3 The Customer shall:

(i) provide suitable accommodation, utility services and environmental conditions for the equipment;

(ii) use and operate all equipment in a proper manner;

(iii) keep any equipment in the Customer's premises safe, and shall be liable to M800 for any loss or damage to the equipment;

(iv) notify M800 as soon as reasonably practicable of any damage, fault, theft or loss of the equipment; and

(v) allow M800's employees, agents or sub-contractors to enter upon the Customer's premises for the purposes of inspecting, repairing, maintaining and/or removing the equipment and shall provide safe access to and safe working conditions at the Customer's premises.

2.4 In addition to the General Terms and Conditions herein, M800 may suspend or terminate this Agreement, in whole or in part, immediately upon written notice to the Customer if the Customer does not provide M800 with reasonable and safe access to the Customer's premises as allowed under this Agreement.

2.5 Upon termination of this Agreement, the Customer shall:

(i) immediately cease to use the equipment and the Services; and

(ii) permit or procure permission for M800 to remove any of M800's equipment from the Customer's premises and to terminate the Services at any reasonable time.

3. The Customer shall only send Short Message(s) to the Recipient in accordance with the following conditions:

3.1 via the assigned ITFS number(s) and/or the assigned user name(s)/number(s) to be provided by M800; If Customer sends unsolicited Short Message to any Sub-Customer or any Recipient, M800 shall have the rights to charge the Customer at the rate of USD1.50 per short message and reserve its right to suspend the Service immediately without any prior notice to the Customer;

3.2 in the event that M800 receives complaints or any other comment from the Recipients, M800's Contractors, Sub-Customers or any person regarding the receiving of the Short Message from the Customer or if M800 believes that the Content may breach any law or regulation, then:

(i) M800 may in its sole discretion do any or all of the following (and in any order):

- (A) notify the Customer in writing of the complaint received;
- (B) require the Customer to promptly respond to the complaint received;
- (C) immediately block the Customer from sending any further Short Message to M800 without notice until the matter has been resolved;
- (D) direct the Customer to cease sending Short Message to via M800 to any person; and
- (E) charge the Customer for any damages or costs incurred and associated with handling the complaints or enquiries.

(ii) the Customer shall:

- (A) investigate and satisfy itself that all Short Message(s) it transmits to any person wherever situate are not in breach of any law or regulation;
- (B) respond to M800 within two (2) working days of receiving a notification from M800 sent in accordance with Clause 3.2(ii)(A);
- (C) comply with any direction issued by M800 pursuant to Clause 3.2(i), including by ceasing the transmission of Short Message(s) which may be in breach of any law or regulation and notifying M800 as soon as the transmission has ceased; and
- (D) fully indemnify and hold M800 harmless from and against any loss, liability, damage, expense or costs arising out of or in connection with any claims by the Sub-Customers the Recipients or any other person in respect of the receipt of the Short Message from the Customer.