

## XOX MOBILE Prepaid T&C - General

### General

1. The Services are made available to you by XOX MOBILE subject to the general terms and conditions and the specific terms and conditions of each Service. Upon activation of the Service, you are deemed to have read, unconditionally accepted and be bound by this terms and conditions as may be amended from time to time.
2. It is XOX MOBILE's policy to respect the privacy of its customers and take the issue of privacy seriously. XOX MOBILE will not monitor, edit, or disclose any personal information about you or your use of the Service, including its contents, without your prior permission unless XOX MOBILE in good faith believes that such action is necessary to:
  - a) Conform to legal requirements or comply with legal process;
  - b) Protect and defend the rights or property of XOX MOBILE;
  - c) Provide relevant part of the Service; or
  - d) Act to protect the interests of its customers or others.
3. Subscribers agree and acknowledge that XOX MOBILE may access Subscribers' account, including its contents, as stated above or to respond to service or technical issues.
4. All applicable taxes, levies and/or duties are payable by the Subscriber. Subscribers must reimburse XOX MOBILE on demand for any such expenses which it is obliged to pay on the Subscribers' behalf.
5. Any information stipulated in this website or any medium which may be referred to from time to time will be considered to constitute part of the Terms and Conditions as contained herein.
6. XOX MOBILE is not liable to reimburse or compensate you for any damages, costs, expenses or loss arising from the expiration or the termination of the reload coupons or SIM Card.
7. XOX MOBILE and its officers, employees, agents and subsidiaries shall not be liable for any loss, damage, costs, personal injury or expenses suffered by Subscribers or any third party that arises directly or indirectly as a result of the following:
  - a) Any act, omission, error, default or negligence on the part of XOX MOBILE or its business partners which shall not be limited to partners involved in providing/administering XOX MOBILE 's alternate reload channels;
  - b) Any loss, distortion or mutilation of data;
  - c) Unauthorised access or usage of the Service by any third party;

- d) The unavailability of any part of the Service as a result of any mobile phone, inter-network or data format incompatibility, or as a result of any issues pertaining to network coverage, the unavailability of the internet or any other medium related to or required to access or use the Services or as a consequence of any other reason whatsoever; and/or
  - e) The nature, quality and/or effect of the Services and/or the related content.
8. XOX MOBILE makes no warranty, guarantee or representation, expressed or implied regarding the condition, merchantability, availability or fitness of any part of the Service, any service/equipment provided by any third party that is necessary for the access and/or use of the services or for the quality of the XOX MOBILE network or that of any other telecommunications service provider.
9. XOX MOBILE reserves the right at any time without being liable to the Subscriber to:
- a) Impose a fee, extra charges and/or penalty to the Customer who misuses the free calls or SMS or data services by way of unauthorised selling and/or Commercial Gain.
  - b) Impose any minimum or maximum capping for the free voice, SMS, and/or data usage without prior notice to the Customer based on the fair usage policy which may be changed from time to time at XOX MOBILE 's discretion. The data usage cap mentioned herein applies for uploads and downloads. If the Customer exceeds the monthly cap, the Customer's connection to the Service will be less prioritized.
10. Subscribers agree to indemnify and keep XOX MOBILE fully indemnified if any fraud, misrepresentation and/or unauthorised or unlawful use of the Service by Subscribers, Subscribers' agents, representatives or employees result in any loss, damage, costs or expenses to XOX MOBILE.
11. Subscribers agree and accept that the terms and conditions herein are subject to change without prior notice to be given.

### **Interpretation**

These words mean the following:

1. **Account** - means an account opened for the Subscribers with XOX MOBILE subscribing to the Service, where XOX MOBILE record Subscribers' credit, charges and personal details.
2. **Active** - means the point in time when the said Service is activated in the XOX MOBILE System and the Subscribers may continue to use the Service up to the value of the call credit in the Subscriber's Account and the Account will be maintained until the expiry date.

3. **Approved Use** - means the legal, official, warranted, approved and/or sanctioned use of the Subscriber's SIM Card
4. **As is** - means no express or implied warranty is provided. Subscribers therefore take the Service at his or her own risk, without recourse against us for the Service's condition or performance.
5. **Barred** – means the status of a Subscriber's number where they are able to receive calls and SMS, but unable to make calls and send SMS.
6. **Blocked** - means the status of a Subscribers number where they are unable to receive or make calls and unable to receive or send SMS.
7. **Content** - means information, data, communications, images and sounds, software or any other material contained on or available through the Services.
8. **Credit or Airtime** - means the cash value reloaded into the Subscriber's SIM Card.
9. **IP Rights** - means copyrights, trademark and other relevant proprietary and intellectual property rights.
10. **Mobile Number Portability or MNP** - means the ability for Subscribers to change from one mobile service provider to another and retain their mobile number or MSISDN.
11. **Mobile Station International Subscriber Directory Number or MSISDN** – refers to the number used for the international identification of mobile phone numbers. The number also includes the country code and a national destination code characterizing the Subscriber's operator.
12. **Mobile Telephone, Device, Devices** – means personal mobile devices used by Subscribers to use XOX Mobile's Services.
13. **Network** – means the mobile telecommunications system and/or network facilities run by XOX MOBILE.
14. **Port Out** – means taking an existing phone number from XOX MOBILE and transferring it to another telecommunications provider.
15. **Service** - means the mobile telecommunication services, including calling, texting and data service, and any related products and Services rendered by XOX MOBILE, at this current time or in the future, using the XOX MOBILE system and includes, where applicable, the value-added services.
16. **SIM Card** - means the microprocessor card provided by XOX MOBILE which is inserted in the Mobile Telephone and/or the Device and contains a Personal Identification Number (PIN) for access into the Service and the definition of SIM Card will include Supplementary SIM Card(s) where applicable.

17. **Starter Pack** - means the pack that includes the user guide and SIM Card.
18. **Subscriber, Subscribers, you, your, yours or their** - means the person authorised for using the Service subject to the terms and conditions herein and/or an entity of whatsoever description including, but not limited to, a sole proprietorship, a partnership, a body corporate or otherwise governmental bodies and agencies of any kind established under the laws, rules and/or regulations of its domicile for the time being in force and which may come in.
19. **Terminate or Terminated** – means a state where the Subscriber will not be able to obtain the same mobile number (MSISDN) or any remaining credit balance or any applicable freebies remaining in the SIM card.
20. **Top-up or Reload** – means the action of reloading money into the Subscriber’s SIM Card to be able to make calls and send SMS.
21. **XOX MOBILE, Us, we, our, ours** – refers to XOX MOBILE Sdn Bhd (Company No.: 813250-K).
22. **XOX Online Store** – XOX MOBILE’s official online store.

### **Registration**

1. Subscribers are required to register their details with us upon registering for ONEXOX Prepaid. If Subscribers fail to register, we may terminate the Account according to any law, regulation, statute or any provisions imposed by any regulatory body or authorities. Subscribers agree that we may disclose and/or use all of the Subscribers’ information stated in the registration form for any purpose which is related to our provision of the Services to Subscribers.
2. To register for ONEXOX Prepaid, Subscribers shall provide an original copy of their National Registration Identification Card (NRIC) or passport to XOX MOBILE or its appointed authorised dealer. Subscribers’ ONEXOX Prepaid account shall be deemed successfully registered upon receipt of an SMS confirmation from XOX MOBILE.
3. Subscribers must update their personal information stated in such registration with us from time to time when required.
4. In the event of fraudulent activity, XOX MOBILE reserves the right to disqualify any registration at its sole discretion.
5. By registering with XOX MOBILE, Subscribers represent and confirm that they are legally able to enter into the Agreement, AND that they have: -
  - a) read, understood and accepted the terms and conditions herein; and
  - b) agreed to use the Services according to the terms and conditions as such.

### **Eligibility**

1. This Service is applicable to all new and existing customers of twelve (12) years and above. Parental consent is required if Subscriber is under eighteen (18) years old. Malaysian citizens are required to use a valid NRIC to register. Foreigners are required to use their passport to register for an ONEXOX Prepaid SIM. Military personnel and police officers require their unique ID to register for an ONEXOX Prepaid SIM (see Malaysian Communications Multimedia Commission (2017) *Guidelines on Registration of End-Users of Prepaid Public Cellular Services Prepaid Guidelines*. Available at <https://www.skmm.gov.my/skmmgovmy/media/General/pdf/Prepaid-Registration-Guidelines-MCMCG0117.pdf> (Accessed at 2<sup>nd</sup> January 2019)).
2. Subscribers will need to activate the Service by using any of the activation modes prescribed by us from time to time.
3. XOX MOBILE may decline supply of the Service to Subscribers based on reasons including but not limited to eligibility, availability of the Services and Subscriber's compliance with registration requirements.

### **Online Store Purchase**

4. By placing an order on XOX MOBILE Online Store, Subscribers are making an offer to purchase XOX Mobile's Services. XOX MOBILE retains absolute discretion to approve or reject a Subscriber's offer without providing any reason. Acceptance is confirmed only when a confirmation email is sent to Subscribers stating that payment for Subscribers' order is successful. Any other acknowledgement of Subscribers' order before the confirmation email is purely for information purpose and does not constitute acceptance.
5. SIM delivery time is estimated at seven (7) working days (any delay in delivery is subject to our appointed courier company's terms & conditions of delivery). XOX MOBILE will not be responsible for any damage or lost once the parcel(s) is/are out from our end.
6. One (1) Subscriber can only register a maximum of five (5) ONEXOX Prepaid SIMs.
7. All payments made on confirmed orders are non-refundable.
8. SIM delivery is only available within Malaysia.

### **Subscribers' Responsibility and Obligations**

1. You are required to provide XOX MOBILE with accurate and complete information and inform us in writing of any changes of the information provided.
2. You are required to comply with all notices or directions issued by XOX MOBILE from time to time in relation to the use of the Service and the SIM card.
3. You shall take all reasonable steps to prevent spamming, fraudulent, defamatory, offensive, improper, immoral and indecent actions or illegal use of the Service.
4. You shall ensure the compatibility of your Device with XOX MOBILE's System and the continued compatibility in the event of changes and/or upgrades.
5. You shall be fully responsible for any voice or data transmitted or broadcaster by you or persons using your Device.

#### **Prepaid Subscriber Identification Module ("SIM") Card**

1. XOX MOBILE will open a Prepaid Account for Subscribers and provide Subscribers with a SIM Card. Risk passes to Subscribers immediately upon successful registration Subscriber's ONEXOX Prepaid account.
2. XOX MOBILE shall issue Subscribers with and license them to use an ONEXOX Prepaid SIM Card on the condition that the ONEXOX Prepaid SIM Card shall remain our sole property and shall be returned to us upon a request from us or anyone authorised to act on our behalf.
3. Subscribers must not interfere with or destroy the ONEXOX Prepaid SIM Card for any reason or allow it to be handed over to any other carrier without our prior written consent. Any ONEXOX Prepaid SIM Card that is lost, stolen or damaged (through no fault of ours or the manufacturer) will require payment from the Subscriber for its replacement, exchange or repair. Any ONEXOX Prepaid SIM Card found defective due to faulty workmanship or design may be replaced free of charge once returned to us. Subscribers will be required to pay for all Service charges up to the time Subscribers notify us of the loss or theft of their SIM Card and their SIM Card is deactivated.
4. Subscribers shall not copy or allow any other person to copy any pre-programmed data of any ONEXOX Prepaid SIM Card.
5. Subscribers are responsible for the safekeeping and usage of their SIM Card including the use by any other person whether or not authorised by the Subscriber.
6. Subscribers must notify XOX MOBILE immediately upon realising their SIM Card has been lost or stolen or unauthorised use and agrees to lodge a report to Polis Diraja Malaysia (PDRM) whenever instructed by XOX MOBILE and to give XOX MOBILE a certified copy of such report.

7. All SIM Cards must be activated before the expiry date printed on the SIM Pack. A non-activated SIM Card which has passed the expiry date imprinted on it will not be usable and/or returnable.
8. The SIM Card will still be capable of receiving calls and SMS messages for up till thirty (30) days upon the expiration of the credit validity period. A reload must be performed in order to utilise the full Services. If no reload is performed during the aforementioned period, the SIM Card shall be barred after the 31<sup>st</sup> day. After the 61<sup>st</sup> day of not performing a reload, the SIM Card shall be blocked, and the Subscriber will be unable to make and receive calls and SMS. After the 91<sup>st</sup> day of not having a reload perform, the SIM Card shall be Terminated, and any remaining credit for talktime, SMS or any other service or benefit relating to the mobile number shall be forfeited.

#### **Prepaid Account Status, Charges, & Payment**

1. Subscribers may check via USSD call 12273 or 1300 888 010 for the latest information about their talktime credit. XOX MOBILE shall not be liable for any loss, damage, costs or expenses arising from Subscribers' failure to do so. Calls made locally from XOX MOBILE to 12273 is free, while calling 1300 888 010 will be charged according to the relevant rate. (Please note that any calls made to +603-7882 4952 from overseas will be charged the relevant roaming or international direct dialling (IDD) rates.)
2. XOX MOBILE reserves the absolute right to alter any part of the Service and/or the pricing structure of the Services at any time without prior notice.

#### **SIM Card Lifecycle**

1. Upon activation of a SIM card, the status of the SIM card will be updated to Active status with Ringgit Malaysia Five only (RM5.00) preloaded credit that will last for a thirty (30) day period. Active status means that the Subscriber is allowed to make outgoing and incoming calls or SMS or any type of services including data access.
2. If there is no top-up activity performed after the Active state, notwithstanding any available credit balances still available in the SIM card, the Subscriber will not be able to use or take advantage of any other available XOX MOBILE services available for its prepaid Subscribers but will only be able to receive incoming calls and SMS only.
3. If during the Active status but before the end of the Active state validity period, the Subscriber has utilised all the available credit balance, the Subscriber will not be able to make outgoing calls and send SMS but would still be able to receive incoming calls and SMS as similarly stated above.

4. The number of days given to the Subscriber to receive incoming calls and SMS is thirty (30) days upon expiry of Active state validity period, but no outgoing transactions are allowed unless a top-up is performed.
5. Upon reaching the 61st day of a top-up not being performed; the status of SIM Card will be changed to Blocked whereby a Subscriber will not be allowed to receive incoming and make outgoing calls and SMS except for automated SMS from XOX MOBILE.
6. Upon the 91st day of a top-up not being performed; the status of the SIM card will thereafter be changed to a Terminated state and the Subscriber will not be able to obtain the same mobile number and any remaining credit balance and/or any applicable freebies remaining in the SIM card will be forfeited.

#### **Porting in to ONEXOX Prepaid**

1. Subscribers may port-in to ONEXOX Prepaid via XOX MOBILE Online Store, at any XOX MOBILE service centres or with an authorised XOX MOBILE dealer. Upon activation of a SIM card, the status of the SIM card will be updated to Active status with Ringgit Malaysia Five only (RM5.00) preloaded credit that will last for a twenty-eight (28) months.
2. XOX MOBILE will not be responsible for any period of outage of Subscribers' Service(s) or any related ancillary Service(s).

#### **Changing Plans**

1. In an event a Subscriber changes from ONEXOX Prepaid to other plans within XOX MOBILE, all credit, data, talktime and SMS will be brought forward to the new plan. Items that will not be brought forward are validity, active data and unused free items.
2. Subscribers are allowed to switch from ONEXOX Prepaid Services to other plans within XOX MOBILE and vice versa. However, in doing so the Subscriber agrees and accepts that all requests to switch are subject to the respective XOX MOBILE terms and conditions for new registration.

#### **Port Out**

1. In the event of a Port Out from XOX MOBILE, all credit, data, talktime, SMS, free items and other XOX MOBILE Value Added Service shall be forfeited. We are not responsible for any period of outage of Subscribers' Services or any related ancillary Services.
2. In order to Port Out of your ONEXOX Prepaid, your account must remain Active. Once your transaction is complete, your existing credit balance & loyalty points will be forfeited.

### **Transferring Ownership of MSISDN**

1. Subscribers may transfer the ownership of their MSISDN to another Subscriber.
2. Both Subscribers would need to obtain the Ownership Transfer Form from XOX MOBILE call centre or at any XOX MOBILE service centre.
3. Documents that need to be furnished are:
  - a) Completed Ownership Transfer Form with true handwritten signature;
  - b) Coloured template photo of original IC or passport of both Subscribers for verification purposes; and
  - c) Certificate of Death (if applicable).
4. Both subscribers would need to be present at the same XOX Service Centre at the same time to proceed with the transfer.
5. Subscribers may also email the completed transfer form and attach the above documents to XOX call centre at [ot\\_support@xox.com.my](mailto:ot_support@xox.com.my) with the email title of "OTXF-1001-0112099990".
6. Subscribers need to ensure the ownership of MSISDN to be transferred ownership is in the Active status. MSISDN that is in Barred or Blacked status must be topped up in order to perform the transfer of ownership.
7. Subscribers whose MSISDN is/are in Terminated status may not perform the ownership transfer.

### **Personal Data Usage Policy**

1. By providing your personal information, obtaining and/or continuing to use the Services, you acknowledge and accept that you have given consent XOX MOBILE to collect, record, hold, store, use and disclose your personal information for purposes which are necessary or related to the provision of Services by XOX MOBILE in accordance to our privacy policy which is available at [www.xox.com.my](http://www.xox.com.my) and Personal Data Protection Act 2010.
2. Where you have provided XOX MOBILE with any personal information, you hereby:
  - Undertake and warrant to XOX MOBILE, that you are in possession of all necessary consents and shall continue to maintain such consents as may be required for the processing and transfer of such personal information by XOX MOBILE.
  - Agree that it shall be your responsibility to advise XOX MOBILE in writing should there be any relevant change in the information including personal data supplied to XOX MOBILE which requires action on the part of XOX MOBILE.

- You accept that XOX MOBILE may be required to revise and/or modify the Privacy Statement and/or XOX MOBILE's privacy policy or notice from time to time. In the event of such revision and/or modification, XOX MOBILE will communicate such revision and/or modification. In this regard, by continuing to use ONEXOX Prepaid after such notification, you agree to be bound by, accept and/or consent to such revision and/or modification.

### **Provision of Service**

1. The quality and availability of Service may vary from place to place, and from time to time. XOX MOBILE does not guarantee and/or warrant that the Service will be free from any fault, error or interruption. Service is not fault free and may be affected by factors outside our control, including but not limited to physical obstructions, geographic and atmospheric conditions, radio interference, governmental or regulatory authority and faults on other telecommunications systems connected to our Network.
2. The Network and the Services may from time to time require upgrading, modification, maintenance and/or other work, which may result in partial or complete non-availability of Service.
3. We may vary Content or the technical specification of Service from time to time.
4. We will use reasonable endeavours to maintain Content, but it may be incomplete, out of date or inaccurate and is provided on an "as is" basis. Subscribers accept that we will not be liable for any action Subscribers or any other party take in reliance on the Content or the accuracy, completeness or continuous supply of the Content.
5. Subscribers are solely responsible for evaluating the accuracy and completeness of any Content and the value and integrity of goods and services offered by third parties over the Service. XOX MOBILE will not be a party to nor in any way be responsible for any transaction concerning third party goods and services.
6. Subscribers may only use Content in a way that does not infringe the IP Rights of others (Approved Use) and you must comply with all other instructions issued by us regarding the use of Content. Subscribers shall not store, modify, transmit, distribute, broadcast or publish any part of the Content other than for an Approved Use. The reselling, copying or incorporation into any other work of part or all the Content in any form is prohibited. Subscribers may print or download extracts of Content for your personal use only.

### **Notices**

1. All communications, notices and/or documents to be given by XOX MOBILE to you shall be in writing and sent to the Subscriber at the address on the registration form or the last known address. It shall be the Subscriber's responsibility to provide accurate, current and updated personal details.
2. Any such communication or notice, including legal process given by XOX MOBILE to the Subscriber shall be deemed to have been served, if: -
  - a) By hand, at the time of delivery;
  - b) By registered post, on the second working day after posting irrespective of whether it is returned as undelivered;
  - c) By ordinary post, on the fifth working day after posting irrespective of whether it is returned as undelivered;
  - d) By email, at the time the recipient's email address is shown on the sender's email print-out stating the date and time;
  - e) By facsimile transmission, at the time shown when the recipient's registered number is shown on the sender's receipt of a transmission report indication a successful transmission, provided that notice shall be in addition thereon be sent by post.

### **Suspension and Termination**

1. XOX MOBILE shall be entitled at its absolute discretion to immediately suspend or disconnect or terminate the Services or Agreement, without liability, at any time, including but not limited to the following reasons: -
  - a) If any technical failure occurs in the Services or XOX MOBILE's system;
  - b) While the Service or XOX MOBILE's network or system is being upgraded, modified or maintained;
  - c) If Subscriber is in breach of any of the terms and conditions;
  - d) If in XOX MOBILE's opinion, a Subscriber's actions lead to, including but not limited to damage and/or injury to XOX MOBILE's Services and/or network and/or system and/or reputation;
  - e) If XOX MOBILE is required to do so by law, statute, enactment, regulations, code, request of government or relevant authorities; or
  - f) If it is in XOX MOBILE's opinion that the Service or system is or may be used fraudulently, illegally or for unlawful purposes.
2. XOX MOBILE will endeavour to resume the Services as soon as possible if suspension or disconnection occurs for reasons set out in Clause 1 (a) and (b) above. During the period of

interruption, suspension or loss of the Services or any part thereof for any reasons, Subscribers shall be liable for all applicable charges.

3. In respect of applicable Services, XOX MOBILE retains the right to restrict access to the Services, suspend or terminate Subscriber's account if in consistent use of the Service to download or upload extremely high-volume data.

### **Other Terms & Conditions**

1. Some of the above clauses are highlighted to aid the reader's understanding of the terms and condition as recommended in the National Policy Objective as provided in the Communications and Multimedia Act 1998.
2. The highlight shall not affect in any way the meaning and interpretation of this terms and conditions and significance of other clauses of this terms and conditions.
3. The above Terms and Conditions will be governed by and construed in accordance with the laws of Malaysia and the parties agree to submit to the exclusive jurisdiction of Malaysian courts.
4. All disputes and claims arising out of, or relating to this Agreement, which cannot be settled amicably by negotiation between the parties shall be filed in the proper courts of Kuala Lumpur, to the exclusion of all courts and venues.
5. XOX MOBILE reserves the right to change, amend, modify, suspend, continue, vary, modify terminate, and/or add on to all or any part of the Terms & Conditions at any time without prior notice. The Terms and Conditions stated herein shall continue to apply subject to any changes, amendments, modifications, suspensions, continuations, variations, modifications, terminations and/or additions contained in this document and shall be read and construed to be enforceable as if such changes, amendments, modifications, suspensions, continuations, variations, modifications, terminations and/or additions were inserted in the document.
6. The abovementioned changes, amendments, modifications, suspensions, continuations, variations, modifications, terminations and/or additions shall take effect on such date determined fit by XOX MOBILE and whereby the Subscriber shall with continued use of the Service shall be immediately bound by the same.
7. Where the terms and conditions are translated into a language other than the English Language, in the event of any inconsistencies, conflicts or discrepancies between the terms

and conditions set out in the English Language version and that of the other languages, the English Language version shall prevail.

8. If any provision of these terms and conditions are held unenforceable then such provision shall be modified to reflect XOX MOBILE's intention. All remaining provisions of these terms and conditions shall remain in full force and effect.
9. Subscribers shall not assign or novate any or part of Subscribers' rights and/or obligations under this Terms and Conditions to any party, without XOX MOBILE's consent. Subscribers agree that XOX Mobile may assign or novate all or part of the Agreement to any third party by notice to Subscribers without obtaining prior consent. Subscribers continued usage, after such notice on you will be deemed as consent to continue with the Service after such novation and Subscribers agree to be bound as instructed in such or any further notice.

## **XOX MOBILE Prepaid Plan - Specific Terms & Conditions**

### **General**

1. The Plan and Service is subject to the General Terms & Conditions, this Specific Terms & Conditions, and any other applicable terms and conditions and/or policies, all at [www.xox.com.my](http://www.xox.com.my).
2. Capitalised terms herein have the same meaning as defined in the General Terms & Conditions.
3. XOX MOBILE reserve the rights without liability, to revise and/or amend this Specific Terms & Conditions, modify, suspend, continue, terminate, add to the Plan, and revise our pricing. Where reasonably practicable, XOX MOBILE will give subscribers reasonable advance notice of such changes. Subscribers continued use of the subscription and/or the service following the Effective Date of any such change shall constitute unconditional acceptance by you of such change and subscribers shall be bound by the same. Subscribers accepts to be responsible for regularly viewing information at [www.xox.com.my](http://www.xox.com.my).

### **Welcome Deals**

1. XOX MOBILE welcomes subscribers with these Welcome Deals. This deal will commence from 5/5/2017 until further notice.
2. This deal is only applicable to the following: -
  - (a) new subscribers to ONEXO prepaid plan;
  - (b) existing subscribers activating ONEXO prepaid plan via MNP; or
  - (c) new SIM pack.

Upon successful activation of the sim pack starting from 26/04/2017 Subscribers will be eligible to purchase Season Pass FAT Welcome Deals as long as it is still within TEN (10) calendar days upon prepaid plan activation.

3. Effective 1/9/2018 subscribers are entitled to purchase NEW Season Pass FAT Welcome Deals (Packages: 10GB+10GB for RM50.00 and/or 10GB+333Minutes for RM50.00 and/or 5GB+100minutes for RM30.00 and/or 333minutes for RM30.00) within TEN (10) calendar days from date of prepaid plan activation. Any request(s) after TEN (10) days of prepaid plan activation will not be entertained. Packages are subjected to changes.
4. For subscribers who purchases a new SIM pack or has switched to ONEXOX Prepaid (MNP) via Online Store, please refer to below process.
5. Upon first successful purchase of welcome deals, subscribers will receive TWENTY-EIGHT (28) months validity immediately, extended from purchase date.
6. Subscriber's TWENTY-EIGHT (28) months validity entitlement is for ONE (1) time only- by performing a top-up transaction of RM50.00 within THIRTY (30) days; or MNP; or purchasing at least ONE (1) Season Pass FAT deal package.
7. Each Season Pass FAT welcome deal packages can only be purchased ONCE (1) per mobile number.
8. Once purchased, subscribers can share data minutes and/or SMS with any other XOX MOBILE subscribers, limited to THREE (3) transactions per day.
9. Subscribers are strictly restricted from sharing any data, minutes and/ or SMS with any XOX MOBILE authorized dealer's number.

#### **Fair Usage Policy**

1. Our Fair Usage Policy is intended to ensure that our customers do not use our services in an excessive, unreasonable or fraudulent manner. Such usage may impact the quality or reliability of our services.
2. Our Fair Usage Policy applies when you use any of our special offers giving you calls, texts, photos or data usage for free or at rates lower than our standard rates for, or unlimited access to, such calls, texts, photos or data usage.
3. By accepting our Terms and Conditions for Service, you agree to be bound by this Policy.
4. We may change the Policy from time to time without further notice to you. Please visit the website <http://xox.com.my> periodically to determine any changes to this Policy. Any changes to this Policy will automatically become effective and will apply to you from the date such changes are posted on the website.
5. You are prohibited from using the Services which can compromise the security or tamper with our system resources or accounts on our systems, or at any other site accessible via our systems.

6. Our network is a shared resource, and you agree to use the Services, in a considerate manner, which must not unfairly exploit the usage, affect the experience of other subscribers or cause us loss – for example, but not limited to, the Services for reselling purposes, unreasonable bandwidth consumption, or accessing services which are prohibited under the Terms and Conditions for service or using unauthorized device.
7. We wish to bring to your attention for all our customers to have a positive internet experience and to emphasize that it is important for all our customers to practice responsible usage of the allocated bandwidth based on normal usage.
8. You will be responsible for the security of your own devices that are directly or indirectly connected to our network.
9. For our XOX Mobile Data Plan, your total usage per month shall NOT exceed from the allocated data volume transmitted (total upload and download usage). This is to ensure that no subscriber can congest the bandwidth at all times.
10. If you are found to be in violation of this policy, we may, at our option and discretion manage your bandwidth, suspend or terminate the Services (with or without notice as we may consider appropriate)
11. To report any illegal or unacceptable use of the services, please send an email to [www.xox.com.my](mailto:www.xox.com.my)
12. XOX reserves the right to vary the terms and conditions of this Policy from time to time with or without notice to the customer and the customer shall be bound by such variation and changes.
13. This Policy is supplemental and shall be read together as an integral part of terms and conditions of governing the Services and its relevant addendum. If there is any inconsistency between the Policy and the terms and conditions of the Services, the terms and conditions governing the Services posted in the website at <http://xox.com.my> will prevail.
14. For the avoidance of doubt, this the calculation that XOX MOBILE uses to calculate the kilobytes for the internet data quota is as follows:
  - 1GB = 1,024MB
  - 1MB = 1,024KB
  - 1GB = 1,048,576KB

#### **Mobile Data Usage Policy**

1. XOX MOBILE does not guarantee or warrant the availability of the data usage and the Subscriber(s) acknowledges and agrees that the data usage is provided on an "as is" basis.

2. To experience 4G LTE speed, Subscribers must use a 4G compatible device and the data service is used in an area with 4G network.
3. Software and applications which are used by Subscribers to send and/or receive, for uploading and/or downloading of files can contain very large amounts of data. These software and applications demand a significantly huge amount of bandwidth which will negatively impact the speed and cause network congestion. As a result, a vast majority of Subscribers will be affected from degradation of the quality of Service, and as such is deemed as excessive usage. Excessive usage can also be caused by spamming, virus activities, spy wares and/or other malwares which may reside in Subscribers' Devices. These activities may be known or unknown to Subscribers and normally operates in the background of the Devices' operations. Therefore, Subscribers must take all precautions and rightful actions to ensure that the above activities are controlled and minimised at all times. XOX MOBILE reserves the right to implement and enforce this Mobile Data Usage Policy at its sole discretion upon an occurrence of such activities.
4. The data volume calculation shall take into consideration of ALL activities carried out by Subscribers including those knowing or unknowingly done under the Service.
5. The responsibilities of proving shall be on Subscribers to ensure that the Devices are free from all viruses, spybots and malwares when using the Service. XOX MOBILE reserves the right to release any information if it is required to do so by any law, regulatory body or court of law.
6. Subscribers will not be able to use the data service if their account is in Barred and Blocked status. Subscribers may only continue to use the Internet Service once they perform a reload by the end of the Blocked period

#### **Voice Calls Usage Policy**

1. ONEXOX Prepaid subscribers will be able to use their minutes in their Season Pass counter to make calls to both numbers from XOX MOBILE & other telecommunication service providers as well.
2. 'Short Call' is a trademark feature of XOX MOBILE. ONEXOX Prepaid subscribers can enjoy rates from as low as 5sen per call for the FIRST 10 seconds.
3. Older XOX Prepaid plans before ONEXOX Prepaid will be able to enjoy the 'Short Call' feature EXCEPT for the 'Penang #1758 pack subscribers'.
4. The Charging Block for ONEXOX Prepaid is 30sec/block from both Season Pass counter and Prepaid credit. XOX MOBILE reserves the right to adjust the charging block at any time without prior notice or any liability to the Subscriber whatsoever.

## **SMS Usage Policy**

1. The Subscriber(s) acknowledges that SMS usage will be blocked upon reaching the given numbers SMS reloaded.
2. XOX MOBILE Prepaid SMS is used solely for domestic usage which is for all network. This SMS will not be usable to send message(s) to any international number or roaming outside of Malaysia
3. The SMS rates are stated as per the table in our website. More info at [xox.com.my/plans/onexox/](http://xox.com.my/plans/onexox/)

## **Top-up**

1. Every RM1 = ONE (1) day of validity.
2. Subscribers will need to top-up and stay Active to continue to make calls, SMS, and access to the internet to avoid their SIM Card from falling into Barred (Subscribers can only receive incoming voice calls and SMS with no outgoing calls, SMS and mobile data).
3. Subscribers must top-up to resume full Service. Subscribers must top up their Account before the SIM Card reaches the Blocked status, otherwise their Account will be terminated and Subscribers' balance credit will be forfeited. In such a circumstance, Subscribers' mobile number will be withdrawn with immediate effect without prior written notice from XOX MOBILE. Subscribers will then have to purchase a new Starter Pack to access the Service.

## **Prepaid Top-up Vouchers**

1. The reload validity of the talktime credit is the period of time between the date of reloading and the stipulated validity period stated on the back of Subscribers' reload vouchers whereby they are granted access to the Services; i.e. 1 day for RM1.00 reload vouchers, 7 days for RM7.00 reload vouchers and 30 days for RM30.00 reload vouchers. (Note: The validity period of reloads purchased from the alternate reload channels will be the same as the regular reload vouchers. Every time Subscribers reload, their SIM Card will compare the remaining validity period of their existing talktime credit with the validity period of their new reload. The higher of the two validity periods will be effective.)
2. Reload vouchers which have passed the expiry date imprinted on them will not be usable and/or returnable.
3. The reload vouchers are not refundable. Any value that has been reloaded is not refundable. XOX MOBILE will not be liable for any loss or damage due to reloading errors caused by the user of the voucher.

4. XOX MOBILE reserves the right to forfeit any remaining talktime credit after the expiry of the respective validity periods.
5. Any reload performed using any of the alternate reload channels outlined in this website or via any other channel which may be added from time to time will be subjected to their own respective terms and conditions that are not governed by XOX MOBILE.

### **Prepaid Validity Length & Rates**

1. Prepaid Validity is the duration of a line being in the active status. It is when you can make and receive calls and send and receive SMSes.
2. In the telecommunications industry, RM1.00 = 1 day of validity
3. XOX MOBILE gives you TWENTY-EIGHT (28) months validity instantly by performing any ONE (1) of the following:-
  - Purchase 10GB+10GB (SP FAT10)
  - Purchase 10GB+333MIN (SP FAT10M)
  - Purchase 5GB+100MIN (SP FAT5M)
  - Purchase 333MIN (SP FATVOICE)
  - MNP to XOX MOBILE
  - Top up RM50.00 in 30 days
4. You must successfully complete any ONE (1) of the above option in order to enjoy the TWENTY-EIGHT (28) months validity promo given by XOX MOBILE

### **Auto-Renewal**

1. Auto-renewal is when your mobile data plan automatically renews at the end of your plan's expiry period, giving you a hassle free experience in XOX MOBILE.
2. XOX MOBILE subscribers can only use the auto-renewal function provided they have an active monthly mobile data plan.
3. Auto-renewal function is only applicable for our monthly mobile data plans as stated below:-
  - Monthly Plan - 500MB
  - Monthly Plan – 1GB
  - Monthly Plan – 2GB
  - Monthly Plan – 5GB
  - Monthly Plan – 10GB
4. Auto-renewal is NOT applicable for the below mobile data plans:-

- Weekly plan – 2GB
  - Daily Plan – 1GB
5. Auto-renewal function is also not applicable for add on packages as stated below:-
- Add On – 100MB
  - Add on – 500MB
  - Add on – 1GB
  - Add on – 5GB

### **FREE SMS**

1. Upon signing up OR switching to ONEXOX Prepaid, subscribers will be given a total of 1,800 FREE SMS over a span of 12 months that will be stored into their Season Pass counter.
2. ONEXOX Prepaid subscribers will receive 150 FREE SMS each month for a duration of 12 months.
3. ONEXOX Prepaid subscribers will be able to use to FREE SMS for both on-net and off-net usage. This means that they will be able to send the FREE SMS to XOX MOBILE numbers and Non XOX MOBILE numbers.
4. ONEXOX Prepaid subscribers will not be able to convert their FREE SMS given to them into data, minutes, cash or Prepaid credit.

### **XOX MOBILE Data Subscription**

1. ONEXOX Prepaid subscribers can only subscribe to a mobile data plan provided they have enough data in their Season Pass counter or Prepaid credit in their account.
2. Whenever an ONEXOX Prepaid subscriber subscribes any mobile data plans, it will be taken from the Season Pass counter first.
3. In the event they do not have enough data in their Season Pass counter, XOX MOBILE will automatically deduct their chosen mobile data plan based on the price from their Prepaid credit in their account.
4. Here are the codes to subscribe to XOX MOBILE's data plans

<b>Mobile Data Plan</b>	<b>Type</b>	<b>Validity</b>	<b>Price</b>	<b>Code</b>	<b>Channel</b>
10GB	Monthly	30 Days	RM50.00	DATA FAT10	23388/22111
5GB	Monthly	30 Days	RM30.00	DATA FAT5	23388/22111

2GB	Monthly	30 Days	RM25.00	DATA FAT2	23388/22111
1GB	Monthly	30 Days	RM15.00	DATA FAT1	23388/22111
500MB	Monthly	30 Days	RM12.00	DATA FAT500	23388/22111
2GB	Weekly	7 Days	RM10.00	DATA FATW2	23388/22111
1GB	Daily	1 Day	RM3.00	DATA FATD1	23388/22111

*\*Daily mobile plan – 1GB for RM3.00 will only be deducted from the subscriber’s Prepaid credit in their account\**

### **XOX MOBILE Prepaid Mobile Data Add-Ons & Rates**

1. If ONEXOX Prepaid subscribers run out of data before their mobile data plan is renewed, they will be able to purchase our data add on as stated in our website.
2. ONEXOX Prepaid subscribers can only purchase data add on provided that they have an active mobile data plan.
3. XOX MOBILE’s data add on options are stated below:-
  - Add On – 100MB
  - Add On – 500MB
  - Add On – 1GB
  - Add On – 5GB

### **Loyalty Points**

**Your loyalty to your mobile company is worth many points!**

Emerging as one of the fastest growing mobile networks in Malaysia, we want to give something back to you, our customers for your strong support and belief in us. Earn loyalty points when you make a top-up each time!

### **Steps to Redeem Loyalty Points**

1. To redeem free SMS with your Loyalty Points: – SMS : Key in LYT< space >RED< space >SMS< space >< SMS Amount > send to 23388
2. To check your Loyalty Points via USSD : Key in \*132# and press ‘Call’
3. Help for Loyalty Points: via SMS : Key in LYT< space >HELP send to 23388
4. Get loyalty points by topping up credit into your ONEXOX Prepaid account. RM1.00 = 1 point

## **Birthday Rewards**

XOX MOBILE Sdn Bhd (hereinafter referred to as "XOX") is organizing a Loyalty Programme called "Celebrating Your Birthday With XOX" which shall commence on 1st December 2013 until further notice. Please read to these Terms and Conditions (hereinafter referred to as "Terms") as it is form a binding legal agreement between you and XOX in respect to this programme. This Programme is open to all Malaysian residents aged Twelve (12) years and above who are residents of Malaysia EXCEPT hybrid, postpaid and ONEXOX plan Subscribers.

1. To be eligible for this Birthday Promo, subscriber must be active for at least 6 months.
2. The Subscriber shall be entitled to fifty percent (50%) additional airtime provided he/she tops up on their ACTUAL DAY of his/her BIRTHDAY and three (3) days BEFORE/AFTER his/her BIRTHDAY.
3. The Subscriber could top-up unlimited times as desired BUT the subscriber will only be entitled for his/her birthday bonus of 50% of the top ups amounting to a maximum of RM100.00 only.
4. The Subscriber shall only be eligible for Birthday Promo if the Subscriber top-up accumulated with a minimum of RM30 within valid birthday promo period as stated in Clause 2. This additional Clause 4 shall take effective on 11th August 2016 until further notice.
5. The eligible Subscriber will receive the Birthday Month Bonus on the 10th of the following month subject to the conditions stated herein.
6. XOX Subscribers is only entitled to receive ONCE Birthday Month Bonus every calendar year. This Birthday reward as stated in Clause 2 are non-transferable and may not be redeemed for cash or any other value in kind.
7. XOX at its sole discretion will resolve all questions or disputes regarding eligibility for the Programme benefits, the terms and conditions herein, charging structure and usage mechanism associated with any the Programme, as and when deemed necessary by XOX.
8. XOX assumes no responsibility for any loss of whatever nature resulting from the use or application of rewards or benefits from the Programme.
9. Any additional cost, expenses, incurred or arrangements made in connection with any redemption, rewards or benefits shall be the sole responsibility of the Customer.

If any provision of these terms and conditions are held unenforceable, then such provision shall be modified to reflect XOX's intention. All remaining provisions of these terms and conditions shall remain in full force and effect. These terms and conditions shall be governed

by and construed in accordance with Malaysian Law and any litigation thereto shall be submitted to the jurisdiction of either the Courts of Kuala Lumpur, Petaling Jaya and/or Shah Alam only. Some of the above clauses are highlighted to aid the reader's understanding of the terms and condition as recommended in the National Policy Objective as provided in Communications and Multimedia Act 1998. As such the highlight is only an aid to the reader and shall not affect in any way the meaning and interpretation of this terms and conditions and significance of other clauses of this terms and conditions.

### **User Get User - Referral Programme**

Get free credit or even cash when you introduce people to XOX MOBILE!

The most exciting benefit of the 'User Get User - Referral Programme' is that you can instantly receive the top up bonuses when your 'downline' tops up their accounts. Get 6% airtime of their total top up amount for free. It's that rewarding!

### **Steps Of User Get User - Referral Programme**

1. Bring your friends and family with the necessary documents, like your original NRIC, to XOX MOBILE or ONEXOX authorised dealers.
2. Registration of your friends and family will done by the dealers.
3. Receive 6% of free credit or cash reward every time your friends and family perform a top-up!

Please read this program membership agreement (called "Agreement") before participating as a member of the 'User Get User - Referral Programme' that is being managed by XOX Mobile Sdn Bhd (called "XOX")

This Agreement is between you and XOX. It is your responsibility to read and understand the terms and conditions of the offer. By registering as a member (called "Member") of the 'User Get User - Referral Programme', you have agreed to be bound by all the Terms & Conditions, including any amendments, changes, additions and deletions from time to time.

### **'User Get User - Referral Programme' Registration and Eligibility**

1. To be eligible for and entitled to receive benefits in the 'User Get User - Referral Programme', your XOX MOBILE account must be active.
2. All XOX MOBILE individual subscribers are eligible to participate, except for the following specific categories: Distributors and/or dealers that uses the XOX DREG phone lines, all

individuals or companies that uses the XOX DREG phone lines, all members in the multi-level marketing (MLM) channels, all other members where their distributors have entered into special distribution agreements with XOX, non- revenue XOX accounts and government-related accounts.

3. An XOX MOBILE subscriber making the referral is called the “Upline”. As an Upline, your account must be active every month in order to receive the rewards.
4. The “Downline” is the new XOX MOBILE subscriber whom you have introduced. As a Downline, your account must also be active every month to be eligible to participate in the Program. In the event that you cease to be an XOX MOBILE subscriber or you have transferred your account to an ineligible XOX MOBILE product plan, the ‘User Get User - Referral Programme’ of yours will be automatically cancelled.
5. Members of this ‘User Get User - Referral Programme’ must be human: no machines, scripts, or automated services may be used to accumulate the benefits.
6. Each registered XOX MOBILE subscriber will be given a unique member code upon registration with XOX MOBILE using SMS.
  - (a) Only registered Upline of the ‘User Get User - Referral Programme’ is eligible to earn rewards. This means that for an Upline to be eligible to earn reward: (a) the Upline must already be a registered member of the Program, (b) his Downlines must confirm his Upline unique member code by sending an SMS within 30 days after the activation of his XOX MOBILE line.
7. The mobile service with XOX of the Members of the ‘User Get User - Referral Programme’ mobile service with XOX must be ACTIVE at the time when a reward is given by XOX MOBILE.
8. XOX MOBILE reserves the right to verify the validity of all eligible Uplines and Downlines and its decision is final.

#### **‘User Get User - Referral Programme’ Rewards**

1. XOX MOBILE may, in its sole discretion, introduce time-limited promotional offers (“Promotion”) that enable Members of the ‘User Get User - Referral Programme’ to XOX MOBILE may not pay or credit any rewards due to the changes or discontinuance of the Promotion from time to time.
2. In the event that there is a tax liability on the rewards imposed by the government authorities, Member shall be responsible and pay for it.

3. All Uplines can recruit a maximum of eight hundred and eighty-eight (888) Downlines only in a 12 months period, beginning from the date you were given your first reward, unless at the discretion of XOX MOBILE.
4. Rewards that are held in a Member's Account may not be assigned or transferred to any third party except as expressly permitted by XOX MOBILE in writing.
5. In the event that a Downline complains to XOX MOBILE that he does not know his Upline and/or he has not given consent to his Upline, the Upline will not be entitled to the rewards of this Downline associated with the 'User Get User - Referral Programme'.
6. The sale, barter, assignment, or other disposal of rewards, other than by XOX MOBILE, is expressly prohibited. Rewards do not constitute property and are not transferable: (i) upon death; (ii) as part of a domestic relations matter; or (iii) otherwise by operation of law.
7. Any rewards assigned, sold, or otherwise transferred in violation of this Agreement may be confiscated or cancelled by XOX MOBILE. Any violations of the foregoing restriction are subject to account termination, deduction of rewards from the Member Account, and/or liability for damages and litigation and transaction costs.

#### **Guidelines on Endorsements and Testimonials**

1. As part of your participation in the 'User Get User - Referral Programme', you agree and acknowledge that you are responsible for making truthful and accurate statements about XOX MOBILE services in connection with any referrals. If you are unsure about the answer to a question about XOX MOBILE service in connection with your with referral, request the person to call XOX MOBILE's customer support, or any XOX service centre. Please be aware that you can be held liable for false or misleading statements made in connection with your endorsement or testimonial about XOX MOBILE service.
  - a) You must disclose your relationship with XOX MOBILE at the outset of any referral communication. This means you must disclose the fact that you are an XOX MOBILE subscriber at the beginning of the conversation with any potential Downlines. The disclosure can be as simple as, "I am an XOX MOBILE subscriber and this is my personal opinion." Be sure to clearly and conspicuously make this disclosure.
  - b) Disclose the fact that you may receive rewards for a successful referral. You must clearly and conspicuously disclose the fact that you the Upline may receive XOX MOBILE reward for a successful referral.
2. By agreeing to the 'User Get User - Referral Programme' Terms and Conditions, you are agreeing to abide by these Guidelines on Endorsements and Testimonials ("Guidelines").

Failure to abide by these Guidelines can result in immediate termination of the 'User Get User - Referral Programme' membership and forfeiture of any and all XOX MOBILE rewards.

### **Termination or Changes to the 'User Get User - Referral Programme'**

1. XOX MOBILE reserves the right to suspend and/or terminate the 'User Get User - Referral Programme', at any time and from time to time without notice. Notification of the 'User Get User - Referral Programme' suspension and/or termination may be sent to the Member XOX MOBILE number or publicized on this Program Web site, or on XOX MOBILE's official website. XOX will not be responsible for failing to notify you individually of the 'User Get User - Referral Programme' suspension and/or termination where such failure is caused by an error in your mobile device or your failure to check for the latest information on the 'User Get User - Referral Programme' website or XOX MOBILE's official website.
2. If for any reason this Program is not capable of running as planned, including (but not limited to) technical failures, unauthorised intervention, fraud or any other causes beyond the control of the XOX MOBILE which corrupt or affect the administration, security, fairness, integrity or proper conduct of this incentive, XOX MOBILE reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion.
3. XOX MOBILE may modify this Agreement from time to time, with or without notice, and your continued participation in the 'User Get User - Referral Programme' after such modifications is deemed that you have accepted of all such modifications. It is your responsibility to check the Terms and Conditions page of the 'User Get User - Referral Programme' website regularly to determine whether this Agreement has been modified. If you do not agree to any modification of this Agreement, you must immediately cease participation in the 'User Get User - Referral Programme'.

### **Fraud and Termination of Membership**

1. Membership in the Program is subject to the 'User Get User - Referral Programme' Terms and Conditions. Any failure to comply with the 'User Get User - Referral Programme' Terms and Conditions, any fraud or abuse relating to the accrual or redemption of rewards, or any misrepresentation of any information furnished to XOX MOBILE or its affiliates by you, or anyone acting on your behalf, may result in the termination of your membership in the Program, cancellation of your Program account and/or forfeiture of your rewards. In the event of fraud, misconduct, or suspected fraud or misconduct by you or anyone acting on

your behalf or under your account, XOX MOBILE reserves the right to suspend access to your account indefinitely pending investigation

2. At any time, either member or Upline may terminate the participation of the 'User Get User - Referral Programme' with or without cause. Termination of the 'User Get User - Referral Programme' participation is effective upon 3 working days once member submitted a termination request by calling in to XOX MOBILE's Customer Service at 1300888010.

### **Disputes/Errors**

1. All questions or disputes regarding the 'User Get User - Referral Programme', including without limitation, questions or disputes regarding eligibility for the 'User Get User - Referral Programme', or the eligibility of the rewards for accrual or redemption, must be submitted in writing within 30 days of the qualifying transaction, to XOX MOBILE, at the XOX MOBILE's mailing address.
2. XOX MOBILE shall resolve any such disputes at its sole discretion. Any such disputes shall be resolved by XOX MOBILE at its sole discretion. All interpretations of the 'User Get User - Referral Programme' Terms and Conditions shall be at the sole discretion of XOX MOBILE. In the event that an error is made by XOX MOBILE, such error shall not constitute a breach of this Agreement.

### **Miscellaneous**

1. This Agreement shall be governed by and construed in accordance with the laws of the Malaysia Government, without reference to conflicts of law rules. If any provision of this Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained herein will remain in full force and effect. The failure by XOX MOBILE to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. This Agreement constitutes the entire agreement between you and XOX MOBILE with respect to the 'User Get User - Referral Programme'.
2. All disputes and claims arising out of, or relating to this Agreement, which cannot be settled amicably by negotiation between the parties shall be filed in the proper courts of Kuala

Lumpur, to the exclusion of all courts and venues. This Agreement shall be interpreted, construed in accordance with, and governed by Malaysia law.

3. XOX MOBILE reserves the right to change, amend, modify, suspend, continue, vary, modify terminate, and/or add on to all or any part of the Terms & Conditions at any time without prior notice. The Terms and Conditions stated herein shall continue to apply subject to any changes, amendments, modifications, suspensions, continuations, variations, modifications, terminations and/or additions contained in this document and shall be read and construed to be enforceable as if such changes, amendments, modifications, suspensions, continuations, variations, modifications, terminations and/or additions were inserted in the document.