



Transfer Ownership Form

U Mobile Sdn Bhd (223969-U)

Interaction Log # :
CRM Order # :

Note: Mandatory photocopy of Transferor and Transferee NRIC / Police @ Military ID / Passport to be attached and submitted with this form.

A. Transferor Information

Mr Mrs Ms Others (please specify) _____

Full Name as per NRIC / Passport / Police ID / Military ID / BRN

Company Name :

Authorize Representative Name :

NRIC : - -

Passport / Polis ID / Military ID :

Business Reg. No. :

Account No. :

Mobile No.1 : -

Mobile No.2 : -

Mobile No.3 : -

Rate Plan : Prepaid Postpaid

Mobile No.1 :

Mobile No.2 :

Mobile No.3 :

Early Termination Charges (if applicable):

Mobile No.1 Amount :

Mobile No.2 Amount :

Mobile No.3 Amount :

Refund via IBG Bank Transfer (if applicable)

Bank Name :

Bank Account No. :

Update the Bank Account Info later (if applicable)

Remark:

Declaration

I request for transfer of mobile number as selected above. By signing this form I confirm that information above is true and correct. I authorize U Mobile Sdn. Bhd. to verify the information I have given including my personal information and to use the information according to the Terms and Conditions of service in the Registration Form and U Mobile's privacy policy made available at www.u.com.my

Signature : _____ Date:

Company Stamp (for corporate customer only):

B. Transferee Information

Mr Mrs Ms Others (please specify) _____

Full Name as per NRIC / Passport / Police ID / Military ID / BRN

Company Name :

Authorize Representative Name :

NRIC : - -

Passport / Polis ID / Military ID :

Business Reg. No. :

Account No. :

Billing Address

Address Line 1

Address Line 2

Email :

Alternate Contact No. :

1. New Postpaid Rate Plan

Mobile No.1 :

IMEI /USIM No. :

Mobile No.2 :

IMEI /USIM No. :

Mobile No.3 :

IMEI /USIM No. :

2. Activation of IDD International Roaming

Deposit :

3. Bill Statement Option:

<input type="checkbox"/> Itemized Bill	<input type="checkbox"/> Non-Itemized Bill	<input type="checkbox"/> E-billing
RM3.00	Free	Free

4. Preferred Language: English Malay Mandarin Tamil

Remark:

Declaration

I declare and confirm as follows:

- (a) that I agree to subscribe for the Services provided by U Mobile Sdn Bhd.;
- (b) that the above information provided above is true, accurate, not misleading, complete and up to date;
- (c) that I have read and agreed to be bound by the Terms and Conditions of Service in this registration form including any amendments made or to be made to them where applicable and additional terms and conditions in U Mobile Sdn Bhd. product information brochure, promotion, and website and U Mobile's Privacy Policy;
- (d) that I will be liable for all application costs, charges, or expenses if I choose to receive any of the Service above; and
- (e) that I have given my consent for U Mobile to collect, record, hold, store, use, and disclose my personal information for purposes which are necessary or related to the provision of Services by U Mobile according to U Mobile's privacy policy which is available at u.com.my
- (f) I understand that the iPhone activation is mandatory upon purchase

Customer Signature / Company Stamp (for corporate customer only):

Date :

For Office Use Only:

Prepared by :

Date :

Staff Signature & Company Stamp

Postpaid Term & Conditions (applicable to Transferee only)

These Terms and Conditions are the general terms and conditions on which we supply the Services to you and will constitute the agreement between you and us. These Terms and Conditions are also available on our website at <http://www.u.com.my>

1. Applying For Services

- 1.1 By applying to our Services, you will provide the correct information and required documentation and for us to process your application for our Services.
- 1.2 You agree that:-
 - (a) if the Account is in your name as an individual, even where you have also nominated a business name, you have full contractual capacity to agree to the agreement and are able to pay the Charges; or
 - (b) if an Account is established in the name of a company, the person that has opened the Account on behalf of the company is duly authorized to bind the company to this Agreement.
- 1.3 You will obtain your own mobile terminal equipment (i.e. your mobile phone, or other device which comprises a transmitter and receiver for radio communications services) which must be used in accordance with applicable law and is compatible with our communications system to use our Services.
- 1.4 You agree that your ability to use a Service and each of its features depends on the features and functionality of your mobile terminal equipment.
- 1.5 We may choose not to accept your Application without giving reasons for our decision.
- 1.6 You confirm that you are 18 years of age and you are legally able to enter into the Agreement.

2. Services

- 2.1 This Agreement will take effect from the date your Application is accepted by us and our acceptance is deemed to have been communicated to you (upon our provision of the Services).
- 2.2 Acceptance by us of your Application for one Service does not mean that we accept your application for other types of services which are part of the Services or any other services which will be provided by us in the future.
- 2.3 We may, without giving any notice to you and without any liability whatsoever, impose call barring, suspend, disconnect and/or terminate the Services or take such other actions as we deem fit for our emergency and operational reasons, credit control purposes, management of your Account(s) or any other reasons we deem reasonable.
- 2.4 The use of the Services by you is subject to our Fair Use Policy.
- 2.5 **USIM Card and mobile telephone number**
 - 3.1 We own the USIM Card at all times. You agree that you have no legal interest or goodwill in any mobile telephone number or pin assigned to the USIM Card.
 - 3.2 You must keep the USIM Card safe and in good condition and return the USIM Card to us if we ask you to when this Agreement terminates or if we upgrade or modify the USIM Card or for other operational reasons.
 - 3.3 You must not sell, distribute or reproduce the USIM Card and must take all precautions to prevent the loss, theft or misuse of the USIM Card.
 - 3.4 You may be required to pay any fees or charges for any replacement of USIM Card due to whatever reasons. In the case of any theft or loss of the USIM Card, you will remain liable to pay for all fees and charges incurred in using and/or accessing the Services.
 - 3.5 We may withdraw or change any mobile telephone number for commercial, operational or technical reasons or in compliance with any requirement of the regulatory authority and we will endeavour to give you reasonable notice of this event.
 - 3.6 You must not transfer the USIM Card to anyone else without our written consent. If your application to transfer the USIM Card is approved by us, you may be required to enter into a new agreement with us that will pay all fees and charges imposed for such transfer.
 - 3.7 We may reject your application for transfer of the USIM Card for whatever reasons.

4. Coverage and Roaming

- 4.1 The Services are available in our network coverage area. However, even within our network coverage area the Services may not be operational in areas where our services do not have network coverage or interfere with our network.
- 4.2 Roaming relies on the networks of other third party roaming providers over which we have no control, therefore some features of the Services may not be available when you are Roaming. We do not guarantee the reliability, consistency or quality of the Services and will not be liable for any loss or damage you may incur from any inability to use, suspension, termination and interruption of the Services when you are Roaming.
- 4.3 When Roaming, you agree that the Roaming charges may vary and that you must comply with all your obligations in relation to the use of the Services as if you were using the Services in our network.
- 4.4 You further agree that we have the sole discretion to decide whether you are eligible for Roaming. We may require you to pay an additional deposit, provide other relevant documents and agree to additional terms and conditions before you are able to Roam.

5. Content

- 5.1 Content is provided by you or third parties.
- 5.2 We reserve the right to filter or edit the Content. You acknowledge that we are under no obligation to censor the Content or information provided, even if it is co-branded or promoted by us.
- 5.3 By using our Services, you agree as follows:-
 - (i) that the Services are for personal non-commercial use only and that you acquire no rights or interests to the Content;
 - (ii) that you are not to reproduce, tamper, alter, add, delete, distribute or forward the Content (whether in its original or adapted form) received as part of other Services to anyone else for purposes of creation of any commercial products, whether tradable or otherwise including but not limited to, any derivative products whether for your own purposes or for the purposes of any third party;
 - (iii) that you are not to post or transmit any information of any kind which contains a virus or other harmful components or to delete any author acknowledgements, legal notices or proprietary designations or labels attached to or expressed in any file that is uploaded;
 - (iv) that you are not to download or file posted by any other user of the Services if you know or reasonably ought to know that such file cannot legally be distributed in any manner;
 - (v) that you grant us an irrevocable, worldwide, royalty free licence to copy and adapt any information generated through your use of the Services to the extent necessary for us to provide or to promote our Services or for our Services;
 - (vi) that any layout and graphic display will be dependent on the type of your mobile terminal equipment Please refer to our website at <http://www.u.com.my> for mobile phone models.
- 5.4 We do not warrant and in particular do not guarantee the currency, accuracy, authenticity, availability or security of the Content, and we disclaim all liability in relation to Content provided and/or as a result of using information obtained from the Services or the Internet.

6. Your Responsibilities

- 6.1 You agree:-
 - (a) to be responsible for the use of the Services and to accept full risks in doing so;
 - (b) to make all payments for the Services regardless whether you receive the bill or where there is delay in your receipt of the bill and continue to be responsible for and pay all Charges relating to the period of any suspension, interruption or loss of the Services whether or not due to your request or resulting from your default. In addition, you agree that it is your responsibility to request from us its official bill statement which you have not received for any billing or mobile phone number;
 - (c) to comply with all applicable laws, rules and regulations and any requirements or restrictions which we or other service providers may impose on the use of the Services or any telecommunications system and equipment;
 - (d) to comply with all instructions, notices or directions issued by us;
 - (e) to pay all Charges incurred by the Supplementary User for the use of the Services;
 - (f) to be fully responsible for any voice or data transmitted or broadcasted by you or persons using your mobile equipment (whether authorized by you or not);
 - (g) to report immediately to us when you discover any fraud, theft, loss, unauthorized use or any other occurrence of unlawful acts in relation to the Services and/or mobile equipment and agree to lodge a police report if we instruct and to give us a certified copy of the police report;
 - (h) to indemnify us for all costs, expenses and charges or legal fees incurred by us in enforcing the Agreement or in bringing any action or proceeding to recover all charges, costs and expenses payable by you.
- 6.2 You must not use or allow any part of the Services to be used:-
 - (a) to transmit or provide any content which may be defamatory, offensive, indecent, illegal or otherwise violate any applicable laws, rules or regulations;
 - (b) to transmit or post any content that contains any harmful, damaging or destructive programs;
 - (c) to make or attempt any unauthorized access to any part or component of the Services, our communications network or any third party systems or networks to which you can connect through the Services directly or otherwise;
 - (d) to disrupt the various networks that are connected to the Services or violate the regulations, policies or procedures of such networks;
 - (f) in any manner which may constitute a violation or infringement of the rights of any party including, but not limited to, their intellectual property or confidentially rights;
 - (g) to be resold or otherwise provided to third parties, whether for profit or not.

7. Payment

- 7.1 We may require you to make payment (which may include, without limitation, a refundable deposit and/or an advance payment) for the registration of the Services. Services. The deposit and/or advance payment made by you to us, including but not limited to, any outstanding charges under any of your Accounts, Upon set off and deduction, may also be required for you to pay a further refundable deposit payment at a level to be determined by us. The remaining balance will be refunded to you within a reasonable time without interest after your Account is fully settled and this Agreement is terminated.
- 7.2 We are entitled to vary at our discretion the amount of deposit, fees and any other charges for any part of the Services.
- 7.3 You must pay us all Charges for the Services, whether used by you or another person, with or without your permission or knowledge or irrespective of whether the Charges have exceeded your credit limit.
- 7.4 You must pay us promptly the full amount of Charges and the payment for such Charges will be due on the date specified on your bill. We reserve the right to change the billing cycle, without the need to inform you. If the Services are provided on a subscription basis and you terminate such Services you will not be entitled to any subscription refund.
- 7.5 If you have more than one Account with us, we may transfer any credit balance under one Account to another to settle any outstanding charges without any other notification to you.
- 7.6 We will charge you for the Services in accordance with our prevailing pricing plan or applicable promotional packages chosen by you and at the expiry of that plan, in accordance with our then prevailing pricing plan. At regular intervals, we will send the bill for the Services to your billing address or such other mode of billing as we may introduce in the future.
- 7.7 You may choose to pay the Charges either by cash, bank draft, cheque, e-payment or credit card. For credit cards, usage is subject to the terms and conditions of the card issuer and you must immediately inform us if your credit card is lost, stolen, expired, terminated or if you want to terminate this method of payment. You agree and authorise us to verify the information you provide with the card issuer or any third party as may be necessary, forward you call transactions, billings and other details to the card issuer, financial institution and other relevant parties for and in connection with this type of payment. If we cannot make the deduction or settlement with the card issuer, financial institution or other relevant parties, you must pay for the outstanding amounts in cash immediately and to our administrative costs imposed by us.
- 7.8 Each bill will be deemed as conclusive evidence against you of the accuracy, completeness and truth of all matters stated in it unless you dispute the bill.
- 7.9 Any disputes regarding billing must be communicated to us in writing within 14 days from the date of your bill, failing which the bill will be deemed to be accurate and that you will have to pay the amount as billed. We will review the dispute and make any amendments on the bill if necessary. However, if the bill is found to be accurate and complete, then you will have to pay the disputed amount immediately plus interests on late payment and other expenses incurred by us.
- 7.10 If you do not pay the Charges on or before the Due Date as specified on your bill, we may suspend, disconnect or terminate any or all the Services and we shall not be liable to you in any way for these actions. We may charge you a reconnection fee of RM10.00 or such other amount at our discretion. In addition, except where the fault or delay is clearly due to circumstances within our reasonable control, we may also charge you late payment interests at the rate of 1.5% per month on the outstanding amount and all other amounts outstanding to us. If we claim against you, you will be liable for our legal and other related costs. We may also, at our sole discretion, waive any late payment or interest charges.
- 7.11 In any proceedings of law between you and us, any certificate issued by us as to the monies for the time being due and owing to us from you in connection with the Services shall be conclusive evidence of proof that the amount appearing in there is due and owing and payable to us.

- 8.1 We may, at our sole option, set a credit limit for all charges incurred under your Account and any of your supplementary lines, including those yet to be billed and any amounts in dispute without having to inform you.
- 8.2 We reserve the right to revise that credit limit from time to time at our sole discretion and subject to further terms and conditions as we deem fit.

- 8.3 You agree that once the credit limit is reached, we have the sole option to automatically bar or suspend your use of the Services although we are not obliged in any way whatsoever to ensure your credit limit is not exceeded. You agree that it is your responsibility to ensure that the charges incurred for your use of the Service do not exceed the credit limit.
- 8.4 We may, without giving any notice to you impose a call alert to remind you on any payments which are overdue, payable or will be payable by you. Failure on your part to adhere to such reminder may result in the Services being suspended or terminated without notice to you. However, we are not under any obligation to impose such call alert to you.

9. Suspension or Termination of the Services

- 9.1 We are entitled to terminate, suspend, disconnect all or part of the Services without any notice and/or compensation, if:-
 - (i) you breach any terms in this Agreement;
 - (ii) you fail to make payment of any amounts due to us by the Due Date. If you have more than one Account with us, we have a right to terminate any or all of your Accounts should any charges remain unpaid under any one of your Accounts.
 - (iii) you provide incorrect, false or incomplete information to us;
 - (iv) we have reasonable grounds to suspect fraud or other illegal conduct in relation to the Services or your Account by you or someone using the Services or your Account;
 - (v) you have exceeded the credit limit;
 - (vi) you have breached the fair use policy;
 - (vii) you are deceased (for individual) or become or threaten to become bankrupt or insolvent or make any compromise or arrangement with or assignment for the benefit of your creditors or a receiver or administrator is appointed over your assets or if you are a corporation, go into either voluntary or compulsory liquidation or ceases to carry on business;
 - (viii) we feel you may do anything which in our opinion lead to damage or create imminent physical harm (such as network, disruption or congestion) to our network or Services or default us;
 - (ix) upon the direction from a regulatory authority or government authority;
 - (x) you become a threat to the national security or is suspected of using the Services for malicious purposes that may threaten the security of our nation or public;
- 9.2 In spite of the above, we may, without any liability to you, terminate or suspend all or any part of the Services without giving any reason.
- 9.3 If and when you make good your breach or default, we may restore the suspended or terminated Services after you pay the restoration or re-connection charges and other costs.
- 9.4 You may terminate our Services by notifying Customer Service and giving 2 working days prior notice unless the Services are provided on a subscription basis where such termination will take effect from the next monthly anniversary of the date you subscribed. Working day means any day other than Saturday, Sunday or a day that is a public holiday for us. However, if you have agreed to subscribe to the Services for a pre-agreed duration and you opt to terminate the Services prior to the expiry of that period, you will have to pay the Charges for subscription for the whole of that period based on the rate as may be notified to you.
- 9.5 Termination of this Agreement will be without prejudice to any then existing rights and/or claims that we may have against you, and you will still have to fulfil your obligations including payment of all outstanding Charges, including but not limited to, administrative and legal charges, prior to the date of termination.

10. Personal Information

By providing your personal information or obtaining the Services, you acknowledge you have given us your consent to collect, record, hold, store, use and disclose your personal information for purposes which are necessary or related to the provision of Services by U Mobile according to our privacy policy which is available at <http://www.u.com.my>

11. Indemnity

You agree to indemnify us, our employees and officers against all loss, damage, liability and expenses incurred by us or them due to or as a result of any claim made or legal proceedings for defamation, infringement of intellectual property rights, theft, conversion, obscenity, property damage, personal injury or death or breach of any law or regulation brought against us or them in relation to your use of the Services or due to your act or omission in using the Services.

12. Disclaimer

We will provide the Services to you on "as is" and "as available" basis and you agree and accept that you must use the Services and rely on information obtained through using the Services at your own risk. We do not make any representation and disclaim warranties of any kind in relation to the Services including but not limited to availability, accessibility, timeliness and uninterrupted use of the Services; or sequence, accuracy, completeness, timeliness or the security of any Content or information transmitted using the Services or provided to you as part of the Services and we also disclaim all implied warranties of merchantability, fitness for a particular purpose and non-infringement to the fullest extent allowed by law.

13. Matters Beyond Our Control

13.1 We do not guarantee or warrant that the Services will be free from any fault, error or interruption, due to matters beyond our control. We will not be liable for any inability to use or access the Services, interruption or disruption of the Services, delay or failure resulting from matters beyond our control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, any natural disasters such as fire, flood, earthquake, equipment failure, computer or software malfunction, electrical and power failure, fault, interruption or disruption of our network, or of your equipment or the equipment of any third party, riot, strikes, lock-out, industrial dispute (whether or not involving our employees) or epidemics of infectious disease.

13.2 In spite of such events, you must pay all fees and charges which are outstanding and/or due and payable to us pursuant to this Agreement.

14. Exclusion and Limitation of Liability

- 14.1 We will provide all facilities including our negligence from your use of the Services.
- 14.2 We will not be liable to you or to any persons claiming through you for any costs, loss or damage (whether direct or indirect), or for loss of revenue, loss of profits or any special or consequential loss including loss of profits, data, revenue, business and anticipated savings of any nature whatsoever including but not limited to the following:-
 - (a) your use or inability to use or access the Services for whatever reason, the quality of the Services, the information available via the Services or arising out of any action taken in response to or as a result of such information available via the Services;
 - (b) any upgrading or modification to the Services as we deem necessary for the proper and efficient functioning of our telecommunication system;
 - (c) any act, omission, error, default by us and/or our related companies, its officers, employees and agents in relation to the Services;
 - (d) any claim for libel, slander, infringement of any intellectual property rights arising from the transmission and receipt of material in connection with the Services and any claims arising out of any of your act, omission, negligence or default in relation to any part of the Services;
 - (e) any interruption, suspension, termination, malfunction, unauthorized use, defect or loss of the mobile terminal equipment and/or the Services for whatever reasons;
 - (f) any loss, distortion or corruption of data arising from the use of Services to transmit lawful or unauthorized access to your transmission of your acceptance and agreement to such changes and you will still liable to pay the Charges in full.
 - (g) any interruption or unavailability of the Services as a result of any adverse weather conditions, electromagnetic interference, equipment failure or congestion in our or our related companies networks or telecommunication system.
 - (h) your inconvience caused to you.

14.3 Despite the above, our entire liability in contract, tort (including negligence or breach of statutory duty) or otherwise to you shall be limited to the amount of any charges for your Charges in the 3 months preceding the relevant event or series of events, whichever is lower.

15. Promotional Packages

15.1 If your subscription is made pursuant to a promotional package, you agree to all additional terms and conditions applicable to that package, which shall be read as supplementary to this Agreement. We expressly reserve the right to withdraw any promotional package at any time without assigning reasons for such withdrawal and shall not be liable for the loss and/or damages suffered by you.

15.2 Where the promotional package involves a third party, you must also comply with all requirements imposed by that third party and acknowledge that we may take any action requested by that third party to protect their interests.

16. Third party services or products

We are not responsible for any loss or do not endorse any third party services or products which you access, use or acquire together with the Services. We are also not responsible for any loss or damage caused by such services or products.

17. Transfer

You may only transfer your rights under this Agreement with our prior written consent. You will have to enter into a transfer agreement and settle all outstanding Charges. We may assign, novate or transfer all or part of our rights and obligations under this Agreement without your prior consent to others upon notice to you (which may include advertisement, statements, letters, by posting on our website or such other forms as we deem appropriate).

18. Amendments

We may, in our absolute discretion and at any time, amend, add or delete any of our terms and conditions, and/or our tariffs and pricing plans and/or withdraw, add, delete, substitute, terminate, discontinue, suspend or change any of our Services without any liability to you. We will endeavour to notify you of such changes. Your continued use of the Services after such changes have been made and communicated to you will be deemed to be your acceptance and agreement to such changes and you will still liable to pay the Charges in full.

19. Notices

19.1 Notices, bills or other communication from us to you under this Agreement will be deemed given if sent to your contact details in our records or published in nationally daily newspapers in the main languages which are circulated generally throughout Malaysia or in our official website <http://www.u.com.my> and are deemed served upon posting, faxing, delivery by hand or publication.

19.2 Service of legal process upon you may be effected by registered post to your last known address (if you are an individual) or to your registered address (if you are a body corporate or business entity) according to your contact details in our records or other address notified to us and shall be deemed served upon posting.

19.3 All notices to us must be in writing and sent to Customer Service.

20. Mobile Number Portability

20.1 If you Port a mobile number you have obtained from us to use with the Services to another mobile service provider, you acknowledge and agree with the following:-

- (a) you must settle all outstanding contractual obligations including without limitation, paying all amounts due to us and any applicable termination charges before you are allowed to Port;
 - (b) you may only Port a mobile number for which you are the authorized holder;
 - (c) the requirements in the MNP Code and any bilateral agreements made between U Mobile and the other mobile service provider must be met before you may Port a mobile number to use with our previous services. When the Services commence you will use the services and features offered by us and not your previous mobile service provider on this mobile number;
 - (d) you can only Port the mobile number, you cannot port the Service; and
 - (e) your Agreement with us is deemed terminated when the USIM Card is deactivated.
- 20.2 If you Port the mobile number from another mobile service provider to our mobile network you acknowledge and agree with the following:-
- (a) you are the authorized holder of the mobile number and you are authorized to Port your mobile number;
 - (b) we are only responsible for the mobile number even if your Port request is rejected by your previous mobile service provider. When the Services commence you will use the services and features offered by us and not your previous mobile service provider on this mobile number;
 - (c) your request to Port to our mobile network will be treated as a new application to subscribe to our Services and, consequently, will result in the termination of your contract for services with your previous mobile service provider;
 - (d) despite Clause 2.1, your Agreement with us takes effect upon activation of the USIM Card;
 - (e) we will remain liable for all outstanding contractual obligations with your previous mobile service provider including without limitation, past and future outstanding charges and/or termination charges, if applicable. We do not accept any responsibility and shall not be liable for or in connection with any such charges;
 - (f) all unused credit and/or any other benefits are not transferable from your previous mobile service provider to us and we will not be liable for providing any compensation or reimbursement for such unused credit and/or other benefits;
 - (g) we do not guarantee or warrant that your mobile number can be Ported from your previous mobile service provider to our mobile network. Your previous mobile service provider may reject your request to Port if the information you provide is incorrect or does not match the data held by them. In addition, your request to Port may be rejected if the MNP Code and any bilateral agreements made between U Mobile and your previous mobile service provider requires the request to be rejected or if we cannot otherwise provide Porting for that mobile number in the circumstances;
 - (h) if your port request is rejected by your previous mobile service provider, you may return the blank USIM Card to our Customer Service within thirty (30) days from the date of your port request;
 - (i) we do not guarantee or warrant that your mobile number will be Ported to our mobile network within any specified time. You may not use the whole or part of your previous services due to the Porting process and we are not responsible for any loss of service during the Porting process;
 - (j) to the extent permitted by law, we are not liable to you or to anyone claiming through you for any damage, loss or cost or expense or other liability in contract, tort (including negligence or breach of statutory duty) or otherwise direct or indirect for or in connection with the Port or any act or omission by us;
 - (k) you can cancel your Port request at any time before your Port request is approved by your previous mobile service provider, however, once you have submitted your Port request to us you must pay all applicable charges for processing your Porting request and any advance payment made will not be refunded even if your Port request is rejected by your previous mobile service provider;
 - (l) we will not be responsible for any Porting completed without your authorization; and
 - (m) if you are Porting between GSM and WCDMA or any other mobile platform, you will need a 3G mobile phone when you Port to our mobile network.

21. Miscellaneous

- 21.1 This Agreement contains the entire agreement between you and us and supersedes all prior agreement, undertakings, negotiations and discussions between you.
- 21.2 If any of the terms in the Agreement are not valid or legally enforceable, the other terms will not be affected.
- 21.3 The laws and courts of Malaysia will govern this Agreement. Any processes or judgment may be served on you in the same way as the notices.
- 21.4 The clauses which by their nature or by the nature of this Agreement shall survive including without limitation, clauses 5.4, 6.1 (b), 6.1 (e), 6.1(h), 7.3, 7.4, 7.8, 7.9, 7.10, 7.11, 12, 14 and 16 shall apply even after the Agreement comes to an end.
- 21.5 If we delay or do not take action to enforce our rights under the Agreement, this does not stop us from taking action later.
- 21.6 If there is any conflict between these Terms and Conditions, the Application, Fair Use Policy and terms in other documents which are expressly agreed to form part of the Agreement, the conflict will be resolved in the following order: terms in the other documents, these Terms and Conditions, Fair Use Policy and the Application.
- 21.7 These Terms and Conditions shall be effective to the extent not forbidden by law. Nothing in the Agreement shall be construed as an attempt to contract out of any provisions of the Consumer Protection Act 1999 (if and where the Act applies).
- 21.8 You are responsible for all current and future taxes including service tax stamp duty and any other charges imposed by law in connection with the Services or the preparation of the Agreement. If any such requirement under any law to deduct or withhold any sum as taxes imposed on any amount payable to us, the amount payable to us will be increased by such amount necessary to ensure that we will receive a net amount equal to the amount which we would have received in the absence of any such deduction or withholding.

22. In this Agreement, when we say:-

- "Account" means all records about you, including your personal account information, your use of Services, your Charges and payments.
- "Agreement" means your agreement with us for the supply of Services which is made up of these Terms and Conditions and other terms in documents which are expressly agreed to form part of the Agreement including without limitation all subsequent supplements signed by you and accepted by us for additional Services, all unilateral amendments, variations, additions and deletions by us.
- "Application" means the part of the Agreement which is the written or verbal application you complete to request that we supply the Services to you.
- "Charges" means all charges to be paid by you to us for using the Services which include without limitation, any other charges / fees and or service tax.
- "Content" means any information, text, sound, music, software, applications, photographs, videos, graphics, data, messages or other multimedia content that can be accessed using the Services
- "Customer Service" means our service team who will help with your queries and whose contact details will be made available in our customer information publication as amended by us from time to time.
- "Due Date" means the last day for you to pay the Charges or other amounts outstanding as stated in the Invoice.
- "Fair Use Policy" means our policy which applies to your use of the Services which is available on our website.
- "Invoice" means the invoices stating the amount of Charges or other amounts outstanding from you.
- "MNP Code" means the Mobile Number Portability industry code of practice implemented by the regulatory authorities.
- "Roaming" means using the Services in an area where we do not have our own network coverage whether within Malaysia or the rest of the world and where these third party networks are operated by other service providers with whom we have arrangements to allow you to Roam on those networks.
- "Port" or "Porting" means you are able to bring your mobile number to our mobile network or to your new mobile service provider.
- "Services" means any mobile telecommunication and multimedia services we provide to you under this Agreement and includes where applicable, additional functions, features or facilities which will be made available by us from time to time and may be subscribed by you in connection with the Services.
- "Supplementary User" means the third party approved by us to be a supplementary user of the Services (where the Services are postpaid mobile services) at your request.
- "USIM Card" means the Universal Subscriber Identification Module Card issued by us to you for using our Services.
- "You" or "us" or "our" means U Mobile (222399-U)
- "Your" or "your" means you, our customer whose Application is accepted by us.

U Mobile Sdn Bhd (223999-U)

Lot 11, 01, Level 11, East, Berjaya Times Square,

1, Jalan Imbi 55100 Kuala Lumpur, Malaysia

018 388 1318 | u.com.my