

RENEWNGO SUBSCRIPTION PLAN TERMS AND CONDITIONS

This **RENEWNGO SUBSCRIPTION PLAN PROGRAM** (“**Program**”) is provided to you by **CompAsia Sdn. Bhd.** (Registration No. 201201022161 (1006653-T)) (“**Company**”) and is subject to this Terms and Conditions of the Program (“**T&C**”).

By applying to or using this Program, you hereby acknowledge that you have fully read and understood this T&C and agree to be bound by the terms and conditions contained in this T&C which may be amended from time to time by the Company.

A reference to “Customer”, “you” and “your” means the customer and/or an individual who seeks to apply or has applied for the Program.

1. PROGRAM AND SERVICE DESCRIPTION

- 1.1 The Program enables a grant to a right-to-use and/or return of an eligible mobile wireless device, including all accessories, additions and/or replacements devices (“**Device**”) during the Term of Usage subject to the terms of this T&C and the Device Agreement executed between yourself and the Company (“**DA**”) (“**Service**”).
- 1.2 You are required to submit an application to enrol into to this Program at the Company’s website, subject to the availability of eligible Device and the Company’s assessment and approval.
- 1.3 The Company reserves all right to suspend, modify or discontinue any or all part of the Program any time at its sole discretion.

2. DEFINITION

For the purposes of this T&C, the following terms shall, unless the context otherwise requires, have the meanings as defined below. All other terms not defined herein shall have the meaning as may generally be accepted within the industry based on the context used herein:

- 2.1 **Business Days** means Monday to Friday except for Saturday, Sunday and all gazetted public holidays in Malaysia.
- 2.2 **IMEI** means the international mobile equipment identity number of a Device.
- 2.3 **Modification** means any software and/or hardware modification not authorized by the manufacturer of a Device.
- 2.4 **NRIC** means a valid National Registration Identity Card issued by the Government of Malaysia.
- 2.5 **Nominal Value** means the amount payable by the Customer to the Company amounting to a fixed Ringgit Malaysia One (RM1.00) which is the pre-authorization fee paid by the Customer.
- 2.6 **Self-Collection** means self-collection of the Device by yourself at a location as designated by the Company.

3. APPLICATION TO THE PROGRAM

- 3.1 You are required to submit your Application at the Company's website and provide accurate information and document as requested by the Company necessary for the application ("**Application**").
- 3.2 Upon receiving the Application, the Company will review and conduct the necessary verification to determine your eligibility for the Program. You will be notified on the status of your application through email or any other form of communication no later than three (3) Business Days.
- 3.3 Status of Application
- (i) Successful Application
- If your application is successful, the Company will contact you for the Self-Collection of your Device. Kindly refer to Clause 4 for the Self-Collection process.
- (ii) Unsuccessful Application
- If your application is unsuccessful, you will be notified via email or any other forms of communication for the status of application.

4. DEVICE COLLECTION

- 4.1 If your application to the Program is approved by the Company, you will be contacted via email and/or other form of communication for the details regarding the Self-Collection.
- 4.2 Upon collection of your Device, you will be required to sign (either physically or electronically) a DA which shall confirm and conclude your application to the Program. You acknowledge and agree that all terms and conditions for the Program are contained in the DA and this T&C which shall constitute the entire agreement between you and the Company.
- 4.3 You must collect the Device physically at a location as designated by the Company and notified to you. Under no circumstances you shall designate a third party to collect Device on your behalf unless authorized by the Company in writing.
- 4.4 When collecting the Device, you will need to produce your national identification card for the Company's verification. Failing to do so, the Company reserves the right not to release the Device to you until this requirement is met by you.
- 4.5 Pursuant to Clause 4.3, the Company shall not be liable for any issues arising out of the arrangement for collection and delays resulting caused by your actions during the collection of the Device.
- 4.5 The right to use of the Device shall be effective on the commencement date of the DA ("**Commencement Date**"). The responsibility, liability, risks and rewards for the Device shall be assumed by and transferred to you at the Commencement Date.

5. TERM OF DEVICE USAGE

- 5.1 The Program grants you a right to use the Device for a term of thirty-six (36) months

from the Commencement Date ("**Term of Usage**").

- 5.2 During the Term of Usage, you are not allowed to terminate or purport to terminate the DA for a period of twelve (12) calendar months commencing from the Commencement Date ("**Lock In Period**") and shall perform its obligations stated in the DA.

6. FEES AND CHARGES

- 6.1 In consideration of the right-to-use granted for the Device, you shall pay a charge of the Services on a monthly basis during the Terms of Usage, unless the right of use of the Device is terminated in accordance with the terms and conditions of the DA ("**Monthly Charge**").
- 6.2 Once your Application have been approved by the Company, you are required to pay the first payment of the Monthly Charge upon your execution of the DA. Any subsequent payment of the Monthly Charge shall be paid by the you on a rolling basis, which shall fall due on the same date every month similar to the Commencement Date, for the Monthly Charge due in the same month.
- 6.3 In the event that you have failed to pay the Monthly Charge by the due date for any reason resulting from you, the Company reserve the right to impose a late payment charge of Ringgit Malaysia Ten (RM10.00) only for every seven (7) days commencing in which the Monthly Charge(s) are due ("**Late Payment Charge**") until the date you makes the full settlement of the overdue amounts which shall comprise of the Monthly Charge(s) and the Late Payment Charge(s).

7. RETURN OF DEVICE

- 7.1 You may return the Device after the Lock In Period with no cost, provided that you have fulfilled the below criteria;
- (a) that all necessary information and document verification has been successfully completed by the Company's personnel at a location designated by the Company which shall involve provision of your national identification number/card, verifying that the Device you tendered is the Device provided to you at the Commencement Date (by comparing the make, model and IMEI/unique serial number of the Device) and execution of all related forms/documents. Where your Device is replaced under a warranty which is claimed directly with the manufacturer of the Device, you shall inform the Company of the replaced Device IMEI/unique serial number;
 - (b) that the Device is able to be switched on as confirmed and verified by the Company's personnel;
 - (c) that no events constituting any Exclusion of Device Warranty (as defined in the DA) has occurred on the Device;
 - (d) that all passwords and/or personal lock security features present in the Device has been disabled before you returns the Device to the Company;
 - (e) that all of your data stored in the Device is deleted. The Company is not responsible for any data left undeleted in the Device and will not be responsible nor will it entertain any request for the transfer of any such data from the Device to any other device;
 - (f) that the Device is free from all encumbrances, and no third parties have any

rights, interest, charges and/or liens on the Device; and

- (g) that you has complied to all instructions, rules, and directives communicated by the Company's personnel at the point of return of the Device.

8. GENERAL TERMS OF USE

- 8.1 You will use the Device only for its intended purposes and in accordance with the operating instructions/manual for the Device.
- 8.2 You will keep the Device in good condition, in your possession and control throughout the Term of Usage.
- 8.3 You will take due and proper care of the Device, and you shall ensure that the Device is not defaced and/or modified in any way.
- 8.4 If applicable, you shall conduct and carry out daily and/or routine maintenance and service of the Device in accordance with the recommendations, conditions and specifications made or prescribed by the manufacturer of the Device.
- 8.5 Any regulatory or certification markers affixed to the Device will not be removed, defaced or obstructed.
- 8.6 The responsibility, liability, risks and rewards for the Device shall be assumed by and transferred to you at the Commencement Date
- 8.7 You hereby agree and acknowledge that the Company shall not be responsible for any issue or matter relating to your usage of any mobile line/services which are for the Device. You shall be solely responsible to communicate and deal directly with the telecommunications service provider in respect of any issue or matter relating to the mobile line/data services in relation to the Device .

9. DATA PRIVACY

- 9.1 You hereby confirm that you have read, understood and agreed to the assessment, use, processing, and/or disclosure of your personal data in accordance to the Company's privacy policy published on its website at <https://shop.compasia.com/pages/privacy-policy> and/or such other hyperlink as may be notified by the Company ("**Privacy Policy**").
- 9.2 You also agree that by applying for or using the Program, you have read, understood and have agreed to this T&C and hereby have provided your consent to the Company (including but not limited to its officers, employees, and authorized third parties):
- (i) to assess, use, process and/or disclose your personal data collected from you for the purpose of:
1. assessing your eligibility to apply, and continue to use the Services of the Program;
 2. conducting any and all background searches including but not limited to searches which may involve Bank Negara Malaysia (BNM) through its Central Credit Reference Information System (CCRIS), and other approved agencies as per the Credit Reporting Agencies Act 2010 to obtain information relating to your credit worthiness, history and status which may include assessing the veracity of your identity, your assets,

any litigious proceedings that you may be involved in, bankruptcy status, trade references and/or any other investigation, checks and verifications which are relevant to you (where in the case where you are a company - your company, directors, shareholders, owners/partners/ guarantors/ individuals/ parties providing securities to your company and winding up statuses) relating to your application to the Program at any time (collectively known as "Searches"). You agree that the Searches are further subject to terms and conditions contained in the consent form as stipulated in https://sw.renewplus.my/document/36_months_consent.pdf which you hereby agree to be bound to;

3. providing you with the Program;
4. generating aggregated and non-personally identifiable datasets;
5. allowing direct and indirect contact with you in connection with the Program; and
6. managing commercial risks, and preventing, detecting, and investigating suspected illegal activity, fraud, and/or disputes

(collectively be referred to as the "**Purposes**")

- (ii) to disclose your personal data in accordance to the Purposes to any relevant governmental and/or regulatory authorities where legally required;
- (iii) to disclose your personal data to any relevant credit reporting agencies registered under Credit Reporting Agencies Act 2010 as appointed by the Company ("**Credit Reporting Agencies**") for the Purposes or for any other purposes specified in the Privacy Policy; and
- (iv) to store, host, retain, disclose, and/or process your personal data to any appointed service provider, affiliates, Partner, subsidiaries and associated companies of the Company and/or otherwise relevant third parties either located within or outside of Malaysia for the Purposes or for any other purposes specified in the Privacy Policy.

9.3 You also hereby agree that the Company and the relevant Credit Reporting Agencies (including their respective directors, officers, members, servants or agents) are absolved and you shall hold them harmless from all liability however arising from the consent mentioned herein, the performance of any/all activities stated above by the Company and the Credit Reporting Agencies and their subsequent disclosure of any information relating to you for the Purposes or for any other purposes specified in the Privacy Policy.

10. AMENDMENT/VARIATION

10.1 Any amendment and/or variation of any terms and conditions of this T&C will be at the Company's sole discretion and will be announced and/or posted on the Company's website.

10.2 You are advised to visit the Company's website at https://sw.renewplus.my/document/36_months_tnc.pdf to check on the amendment

and/or variation from time to time.

11. GOOD BUSINESS PRACTICE

11.1 ANTI-BRIBERY AND ANTI-CORRUPTION

- (a) You agree to comply with all relevant and applicable laws relating to anti-bribery, anti-corruption, anti-terrorism and anti-money laundering ("**Applicable Laws**").
- (b) You warrants and represents that in the course of negotiation, execution and performance of this T&C, you (i) will comply with the Applicable Laws and (ii) have not made, offered or authorised any payment, undertaking, gift or any other advantage (directly or indirectly through an intermediary) to any persons including any personnel employed by the Company or acting on its behalf where the purpose of such payment, undertaking, gift or advantage is to incite or induce such individual to perform or refrain from performing acts contrary to its legal obligations or obtain improper advantage in relation to the activities under this T&C.
- (c) You agree that the transaction contemplated hereunder shall not, directly or indirectly, relate, be used, incidental, and/or ancillary to acts and/or activities with respect to terrorism, financing of terrorism and/or money laundering.
- (d) You agree to immediately notify the Company in writing as soon as it becomes aware of a breach or possible breach of any of the obligations stated in this clause and shall take immediate action to prevent a breach from occurring where a possible breach is suspected.

11.2 BREACH OF GOOD BUSINESS PRACTICE

- (a) In the event that there has been a breach by you of any of the obligations stated hereunder, the Company shall have the right to reject and/or discontinue your Application with immediate effect and/or enforce its rights and seek remedies available to it at law or in equity. You shall be liable for all losses, costs, and expenses suffered by the Company as a result of the said breach and shall indemnify the Company against any and all third party claims, demands, damage, expenses (including reasonable legal fees) arising out of or in connection with the said breach.

12. MISCELLANEOUS

- 12.1 In no event the Company or their service providers, be liable to you or anyone else for any direct, indirect, special, exemplary or consequential damages, or any damage arising out of or in connection with your access, use of, or your inability to access or use the Service or the performance or non-performance of the Service.
- 12.2 The Company may operate, facilitate, and/or host promotional campaigns including but not limited offering upgraded devices which may be in conjunction with the return of the Device by you stated in this clause. You further acknowledge that the promotional campaigns are subject to the your compliance to terms and conditions specific to the said promotional campaigns, without any abrogation to the terms and

conditions of this T&C.

- 12.3 In the event of any inconsistency between the provision of this T&C and the provision in the DA, the provision as contained in the DA shall prevail.

13. ENQUIRIES

If you have any queries, complaints, claims or feedback regarding the Program, you contact the customer service at support@compasia.com.

CONSENT

- I acknowledge that I have read, understood, and agree to be bound by the terms and conditions stated in this T&C, the Privacy Policy (as defined in Clause 9 above) and the consent form as stipulated in https://sw.renewplus.my/document/36_months_consent.pdf