

LEVEL 1 MAIN APPLICATION FORM

PLEASE COMPLETE FORM IN BLOCK LETTERS. TICK WHERE APPLICABLE. SUBMIT WITH: FOR BUSINESS - COPY OF FORM 49 & FORM 9/13 OR FORM 79 / 80 / 80A / 83A OR FORM D & A / FORM D & B, COPY OF FORM 24. FOR RESIDENTIAL - COPY OF NRIC / PASSPORT, COPY OF UTILITY BILLS.

DATE : / / SERVICE ORDER NUMBER :

PRODUCT(S) : BIZCHAT MERCURY 1POSVOICE WEB HOSTING CO-LOCATION GSM PAYPHONE
 iCOBB2U WEBSMS EAZYMOVE TOLLNUMBER TRANSIT CLEAR CHANNEL

A. CUSTOMER DETAILS

GROUP : BUSINESS (MALAYSIAN / FOREIGN / SOLE PROPRIETOR / PARTNERSHIP) RESIDENTIAL

COMPANY :

NAME :

NRIC / MyKAD : - - GENDER : MALE FEMALE

PASSPORT : (If NRIC / MyKAD is not applicable)

ADDRESS :

CITY/STATE : POSTCODE :

PHONE (Hse) : - (Off) : -

(Mobile) : - (Fax) : -

EMAIL :

B. SERVICE DETAILS

(Please complete this section if Service Address and contact person assigned is different from Section A)

SERVICE ADD. :

CITY/STATE : POSTCODE :

CONTACT NAME :

DESIGNATION :

NRIC / MyKAD : - - GENDER : MALE FEMALE

PHONE (Off) : - (Mobile) : -

EMAIL :

C. BILLING DETAILS

(Please complete this section if Billing Address and contact person assigned is different from Section A)

BILLING ADD. :

CITY/STATE : POSTCODE :

CONTACT NAME :

NRIC / MyKAD : - - GENDER : MALE FEMALE

PHONE (Off) : - (Mobile) : -

EMAIL : ITEMISED BILLING: YES NO

D. PAYMENT DETAILS

MODE : CASH BANK DRAFT / CHEQUE CREDIT CARD MOBILE WALLET OTHERS :

CREDIT CARD PAYMENT

NAME : TYPE : MASTER VISA

CARD NO. :

EXPIRY DATE : / SIGNATURE :

E. DECLARATION

I hereby declare that I wish to subscribe to the service(s) provided by Level 1 Communications (M) Sdn Bhd, and that all the above information is true and complete. I have read, understood and agree to be bound by the Terms & Conditions overleaf and Level 1's other Terms & Conditions and/or any amendments made thereto. I agree to accept joint and several liability for all amount arising from the use of Level 1 services. I authorise Level 1 to verify the information above from whatever sources as may be required and to release such information as may be obtained without further reference to me. I agree to provide additional information/documentation when requested by Level 1 Communications (M) Sdn Bhd.

CUSTOMER'S OFFICIAL BUSINESS STAMP

CUSTOMER'S SIGNATURE _____ DATE / /

FOR OFFICE USE ONLY

APPROVED : YES NO (Reasons) :

SOLUTION MANAGER :

ACCOUNT NUMBER :

PROCESSED BY : DATE : /

AUTHORISED SIGNATURE
&
OFFICIAL BUSINESS STAMP

General Terms and Conditions

1. These standard terms form the basis of Level 1 Communications (M) Sdn Bhd's service contract with you, our customer. Our contract with you also includes your application or order form, which you must complete and provide to us. We may accept and rely upon a facsimile copy of the application or order form as if it was an original. Our contract with you includes Level 1's current price list. The price list may change from time to time, but we will notify you of any changes when they happen. Copies of the price list are available from Level 1 upon request.

2. We may amend these standard terms at any time and we will send you a copy of the amended standard terms. The amendments we make will apply 7 days after we send you a copy of them.

In this contract we use the terms "Level 1", "we", "our" and "us" to refer to Level 1 Communications (M) Sdn Bhd and "the customer" or "you" to refer to the customer. Such references do not affect the interpretation of this contract.

Level 1's Service Commitment

3. As a Level 1 customer, you will receive a reliable and quality service. We cannot guarantee that our service will always be perfect, but we will ensure that everything possible is done to your satisfaction.

Customer Responsibilities

4. As a Level 1 customer you agree that you will: (a). pay for all goods and services we provide to you including Stamp Duty of RM10, Itemised billing charge of RM3 should you opt for it and Service Tax. (b). comply to the contract agreement as stipulated by Level 1 and in the event of you breaching the contract, the payment for the remaining months within the contract period need to be paid. Level 1 will rightfully collect the payment for all the unpaid and remaining months of the contract period as stipulated should you terminate the service before the end of the contract period. (c). pay each bill by the due date for payment shown on the customer invoice. If you do not, a charge of 5% per month on the overdue amount from the due date until payment of the relevant amount has been made may be imposed. We may also recover from you all legal and other costs incurred by us arising from the collection of any amount which you owe to us and which you do not pay to us when due.

(d). in the case of genuine dispute in relation to amounts we have charged, pay the undisputed charges and notify us immediately you become aware of any disputed charges. You must provide us with full details of the reason you are disputing the charges and you must give us evidence of the grounds for your dispute. Any on-going dispute will be arbitrated by a person agreed between you and Level 1, the cost of which will be borne by the party deemed responsible for the costs by the arbitrator. (e). ensure that all of the information you give to Level 1 is correct and complete. (f). comply with any legal requirements concerning the use of our services. (g). comply with any requirements of any other carrier in relation to the use of its network. (h). do everything necessary to enable us to use and take over responsibility for your telephone and facsimile numbers to the extent that this is necessary or desirable to enable Level 1 to provide its service to you. (i). provide reasonable access to our employees and contractors and representatives authorized by us or any other carrier to carry out any work required for the commencement, operation and continuance of our service to you, and the maintenance of our network or the network of any other carrier. (j). if required by us, provide Level 1 with evidence of your ability to pay our charges. (k). comply to pay RM100 as deposit for each dialer installed. (l). agree that should the dialer be lost/stolen/damaged to pay RM100 as compensation and your deposit of RM100 will be forfeited.

5. (a) You are responsible for ensuring that all calls or other communications specifically or inadvertently directed into our network from your communications equipment/systems (including but not limited to telephone, facsimile, PABX /computer software/hardware) relate to: Services you have ordered from us and Services we have agreed to provide you and do not relate to services you have agreed to take from another carrier. You must ensure that if you have any preprogrammed calling procedures, then prior to the commencement of our service to you, all such pre-programmed calling procedures are deleted/removed from such equipment/systems. (b) If the obligations in (a) above are not complied with: You will be liable for our charges in conveying/dealing with such calls; and We accept no liability for any discount/benefit you would have received had you complied with those obligations.

6. Level 1 reserves the right to impose a pre-agreed credit limit on your account. Should payment by the "due date" not be made for two months in a row, the credit limit agreed between us may be altered by Level 1 with effect from the date of notification. You also agree that if at any time you exceed your credit limit and payment is not made by you to reduce your customer account balance to below the pre-agreed limit within 5 days, then we will be entitled to suspend the provision of our service to you. All costs and expenses incurred by us as a result of such suspension and any recommencement shall be payable by you upon demand. Should payment be regularly made within the "due date", then any increase of credit limit may be agreed between us.

Suspension or disconnection

7. If you fail to meet any one of your responsibilities under this contract we may suspend or disconnect you from our network and may also terminate our contract with you for this or any other services provided to you by Level 1.

8. We may also suspend or disconnect you from our network if a carrier suspends or interrupts its services to us and that suspension or interruption affects our ability to provide our services to you.

9. We may also suspend or restrict a service in an emergency or whenever we, another carrier, or any other appropriate person considers such action necessary or reasonable to protect persons, systems or other property.

10. If you are suspended or disconnected from our network for failing to meet any of your responsibilities under this contract you may have to pay a recommencement fee before the Level 1 service is reestablished.

11. Usual charges as outlined in our price list, will continue to apply during your suspension or disconnection from our network.

Compensation and liability

12. If our service fails to operate for any reason and you use another carrier services, we will not be responsible for that carrier's service charges.

13. We also exclude all other liability for acts or omissions by us, our directors, employees, agents, representatives and contractors. This includes both direct and indirect losses, including loss of profits, loss of revenue and loss of any opportunity.

14. To the extent permitted by law, none of the persons referred to in the preceding paragraph are liable to you for anything caused by or resulting from any action or representation made to you by them, whether or not it is implied or authorized by these standard terms.

15. This exclusion of liability applies whether or not our contract with you has ended regardless of the type of damage you suffer or howsoever it was caused.

Limitation of Liability

16. To the extent permitted by law if, despite the provisions contained in the previous section, we or any other carrier is liable to you for any breach of these standard terms, or for breach of any other obligation that might be owed to you, our liability shall be limited, at our discretion, to any one or more of the following: (a). If the breach relates to the provision of services: replacement of the relevant services again; or payment of the cost of having the relevant services supplied again. (b). If the breach relates to goods: replacement of the relevant goods or supply of equivalent goods; repair of the relevant goods; payment of the cost of having the relevant goods repaired.

Personal information

17. All customer information held by us will be held at our offices at 10-2-3, 10th Floor, Menara Pan Global, 8 Lorong P. Ramlee, 50250 Kuala Lumpur and may be used by our contractors, agents and representatives, other carriers and for credit reporting and debt collection agencies for the purposes of our business.

Invoices and Notices

18. (a). We will deliver our invoices and any other notices to the most recent address you have given us. We may assume that any such invoice or notice has been delivered 5 days after we have posted it. (b). Please ensure that you inform us when you change your address. It is essential that if you change address or move premises, you inform us of this in writing to enable us to ensure that there is no interruption to our supply of service to you. If you do not inform us of this, we will not be able to ensure continued supply of our service to you.

Assignment and Delegation of Responsibilities

19. We may assign/transfer our rights and responsibilities under this contract to another party. We will give you written notice in advance if we intend to do this.

20. We may also subcontract the performance of any of our responsibilities under this contract to another party.

21. You may not assign/ transfer any of your rights or responsibilities under this contract to anyone else without Level 1's prior written consent.

Terms Separately Binding

22. If for any reason, any provisions of this contract can't be enforced/relied upon by either Level 1/you, all other contract terms between us will remain binding.

Termination of Contract

23. If you do not pay any one of the invoices we send to you within 14 days of the due date of that invoice, or you otherwise fail to meet your responsibilities to us, we may end our contract with you. We may also end our contract by giving you one month's written notice. Ending the contract between us in this way does not release you from any outstanding obligations or responsibilities that you have to Level 1.

24. If you choose to end the contract between us please write to us at 10-2-3, 10th Floor, Menara Pan Global, 8 Lorong P. Ramlee, 50250 Kuala Lumpur. Our agreement will end and all charges will cease 30 days after you give us notice that you wish to end this contract provided you have paid us in full all outstanding amounts due to Level 1.

25. Any delay in exercising our rights will not mean that we have waived or given up our rights.

26. On termination of our contract with you we will cease providing our service to you & all amounts, which you owe to us will immediately become due & payable. We shall not be liable to you for any loss/damage suffered/claimed to have been suffered, by you on/ following termination of the supply of our service to you.