

**Section A: Applicant Details**

Company Name			
Address 1			
Address 2			
Postcode		City	
State		Country	
Applicant Name			
Designation			
NRIC / Passport No			
Contact Number			
E-mail			

**Section B: Billing Details (If different from Applicant Details)**

Company Name			
Address 1			
Address 2			
Postcode		City	
State		Country	
Name person in charge			
Contact Number			
E-mail			

**Section C: Monthly Subscription Service Charges**

Service	Quantity	Price p/unit	Total p/month
MyOffice (*1)		32.50	
MyStaff (*2)		24.00	
MyFax		25.00	
DID (Additional)		5.50	
Conference Bridge (*3)		27.50	
<b>MyCallCentre (*4)</b>			
MyAgents, Inbound Agent		49.50	
MyAgents, Outbound Agent		33.00	
MyAgents, Blended Agent		49.50	
Supervisor (Additional)		22.00	
Queue (Additional)		28.50	

(\*1) Includes: Office Pilot Number, IVR, Time Condition, Follow-me, Voicemail to Email, Music on Hold & Free use of IP-Phone

(\*2) Includes: Ring-group, Follow-me, Voicemail to Email, 3 Way Conference & Free use of IP-Phone

(\*3) Maximum 5 concurrent calls/PAX per conference bridge, Includes Pilot/DID Number

(\*4) Please refer to MyCallCentre datasheet for details

**Section D: Monthly Subscription Service MyIPConnect**

Service	Quantity	Price p/unit	Total p/month
My IP Connect (SIP trunk)		FOC	FOC
Set up fee (one time)		50.00	

**Section E: Hardware Deposit**

Device	Quantity	Price p/unit	Total p/month
IP-Phone		175.00	
Other: _____			
<b>TOTAL</b>			

**Section F: Initial payment**

Deposit for 1 month estimated Call Charges (i.e. Airtime)	
Deposit for Hardware (Section E)	
<b>TOTAL</b>	

After receipt of payment of the amount stipulated under Section F, the OrenCloud service will be activated within 24 hours

By signing this document, I agree and accept the terms and condition stipulated herein. I declare that the information provided by me is true and valid. OC reserve the rights to terminate my application at any given time without any refund or whatever monies held by OC should any of the above information is found to be incorrect. If the OC service is offered to me, I declare to be bound by the terms and conditions of the OC service herein.

Authorised Signatory

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Company Stamp

Designation: \_\_\_\_\_

**Section G: Requested Attachment**

Please enclose the Form 9, 24, and 49 with a copy of Company Director NRIC or Passport together with the Sign-Up Form.

**Section H: Remarks**

## Section H: Remarks

- The IP Telephony service(s) provided by OrenCloud (hereinafter referred to as "OC") is subject to the Customer's acceptance and continued observance of the terms and conditions herein set out which may be varied at any time by OC, upon giving thirty (30) days written notice to the Customer. Upon getting the written notice from OC, the Customer may at its discretion serve a notice no lesser than seven (7) days to the effective date of the variation to terminate the IP Telephony service(s) in the event that the variation(s) is/are not acceptable to the Customer.
- This Agreement shall be for a minimum period of 1 month (hereinafter referred to as "Initial Term"), the Agreement shall thereafter remain in force until terminated by either party upon giving thirty (30) days prior written notice to the other party or otherwise as provided herein.
- The Customer shall pay all applicable charges, rental and deposit as prescribed by OC for any service(s) and facilities requested by the Customer or person duly authorised by the Customer. All payment shall be effected in Malaysian Ringgit.
- OC reserves the right to increase the deposit for call charges if they exceed the initial 1 month estimated call charges deposit.
- In the event, the Customer terminates the Agreement before the expiry of the Initial Term, the Customer shall be liable to pay the rental for the unused portion of service(s) for the remaining period of the Initial Term.
- OC reserves the right to deduct Customer's deposit for any cost incurred by OC to recover any amount due from the Customer for the provision of the service(s) and the right to increase the Customer's deposit from time to time as it deems fit.
- OC reserves the right to vary the charges and/or rental for service(s). The current charges are published separately by OC and liable to be charged to the Customer without notice. Unless otherwise provided in this Agreement, all charges shall be payable on demand. The Customer will be billed monthly on dates determined by OC. Charges payable to the subscription and usage of service(s) and call charges (i.e. Airtime) shall be calculated as per the published rates on OC Website, except where OC otherwise determines by reference to the details of usage recorded by OC and not by any apparatus or means used by the Customer. OC also reserves the right to make billing adjustment in any subsequent bill be it by way of rebate or addition in order to reflect the actual charges and billing.
- All bills to the Customer shall be sent to the address as stated in the Service Registration Form, which will be an address located in Malaysia only. The Customer hereby acknowledges that non-receipt of statement of account, bill of charges or any correspondence in relation to the service(s) is not a valid reason for the Customer to hold back or delay any outstanding payment due to OC.
- OC shall use its best endeavour to ensure the continuity and efficiency of the service(s) at all times but shall not be held liable for any loss or damage, consequential or otherwise, arising out of any failure of any service(s) howsoever caused, including any default, error, omission, or action, whether negligent or otherwise, in the transmission, reception or use of the service(s).
- The Customer shall be responsible for the procurement and maintenance of Customer's terminal (i.e. Unifi, Streamyx, etc.) equipment and necessary preparation at its premise.
- The Customer shall keep OC's equipment (if any) in good condition (fair wear and tear only excepted) and be fully responsible for any loss or damage to OC's equipment, wire and accessories in the Customer's premises whether the same caused by fire, theft, accident, or otherwise whatsoever and all repairs rendered necessary thereby shall be undertaken by OC and all cost thereof shall be borne by the Customer.
- The Customer hereby agrees to indemnify and shall keep OC indemnified at all time for any loss, damage, liability or expenses arising from any libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever arising from the material transmitted, received or stored via OC service(s) and from all other claims arising out of any act or omission of the Customer or any unauthorised use or exploitation of OC's service(s).
- The Customer shall take all reasonable precautions to protect against any unauthorised use of the Customer's OC service(s) and shall at all times be responsible for all acts of unauthorised use of the Customer's OC service(s) including the payment of all charges resulting from such use. The Customer may allow other persons to use his/her OC service(s) or access to the OC service(s) provided that the Customer shall not receive, either directly or indirectly, any consideration or benefits of any kind in return for such use, and ensure that any such person observes the provisions of this Agreement and any other usage conditions as notified by OC to the Customer from time to time.
- The Customer shall only use the OC service(s) for the intended purpose and in a manner permitted by law or any other purposes, which are permitted by OC and shall not be involved or facilitate the reselling of OC service(s). The Customer shall also comply with all relevant statutes, rules and regulations currently in force and related to the provisions of OC services(s).
- OC may without prejudice to any other right, claim or action it may have against the Customer, immediately after giving seven (7) days written notice, discontinue the OC service(s) and terminate the Agreement if the Customer is in breach of any of the terms and conditions herein or any provisions under the Communications and Multimedia Act 1998 or other applicable laws currently in force. In the event of discontinuance of OC service(s), the customer shall have no right or claim whatsoever nature against OC.
- The Customer warrants that all details as provided in all sections of the Service Registration Form are correct in every particular and undertake to immediately notify OC of any changes accordingly. The Customer hereby acknowledges that OC shall have the right to share the Customer's details with OC's related companies for the purpose of marketing activities in respect of products and services of OC and/or its related companies from time to time as OC deems fit provided always that OC and its related companies shall observe the applicable confidentiality obligation as imposed by law or by contract and shall abide by the same strictly. OC reserves the right to terminate the Agreement at any time without notice if any information given in the Service Registration Form is found to be false or incorrect.
- In the event the Service Registration Form being signed on behalf of the Customer by any person (the 'signatory'), the signatory warrants that he/she has the authority to make such application for OC service(s) on behalf of the Customer and shall bind the Customer accordingly.
- No delay or indulgence by OC in enforcing any terms and conditions of this Agreement nor granting of time by OC to the Customer shall prejudice the rights or powers of OC under this Agreement or any applicable law. Failure to exercise any part or all of its right under the terms and conditions of this Agreement or any partial exercise shall not act as waiver of such right nor shall any waiver by OC of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.

**Section H: Remarks (Cont)**

- If any of the provision herein contained should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provision shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.
- Any notice, request, demand, writ of summons, all other legal process, and/or other communication to be given or made under this Agreement shall be deemed to have been duly served on the Customer if left at the Customer's last known address or sent by ordinary post to his last known address or the address as provided in the Service Registration Form. Any notice, request or demand or communication to OC by the Customer shall only be effective when officially received by OC at its principal place of business or any other address as may be notified by OC to the Customer from time to time.
  
- This Agreement shall be binding on the successor in title or permitted assign of the respective parties hereto.
- OC shall not be liable for any breach of this Agreement which is caused either by Act of God, insurrection of civil disorder, war or military operations, national or local emergency, act or omission of Government, highway authorities, or other competent authority, industrial disputes of any kind (whether or not involving any OC's employee), fire, lightning, explosion, flood, subsidence, inclement weather, acts or omission of persons or bodies for whom OC is not responsible for or any other cause whether similar or dissimilar, which is outside OC's control.
- This Agreement shall be deemed to be made in Malaysia and subject to Malaysian laws and the jurisdiction of the Malaysian courts.
- In any proceedings between OC and the Customer, any statement of account issued by OC that a specified sum is due and owing to OC from the Customer for OC service(s) provided under this Agreement shall be conclusive evidence of that fact.
- The proper stamp duty, -if any- on this Agreement shall be borne by the Customer.
- The Customer hereby acknowledge that he has read and fully understood all the terms and conditions contained herein upon signing the Service Registration Form and agrees to be bound by the same upon OC accepting the application. The Customer warrants that all the details and documents provided to OC are true, correct and contain latest information and allows OC to conduct independent verification of the same with any organisation. The Customer shall if requested, furnish further details and documents if OC deem fit and necessary without reserving any reason whatsoever.