

TERMS AND CONDITIONS OF USE OF REDtone Ring

WELCOME TO REDtone Ring!

REDtone Ring is an innovative product and service brought to you by REDtone Telecommunications Sdn. Bhd. It is available on REDtone Telecommunications Sdn. Bhd's website at <https://www.365mshop.com/365Portal/> and also in the form of an application software ("App") which runs on smart-phones, mobile devices or desktops (hereinafter the website and App shall be referred to collectively as "REDtone Ring Site"). As an application software, it essentially turns your smart phone into a convenience store, and enables users to browse through and purchase **mobile entertainment, Telco reloads, bill payments** and various digital products and services.

REDtone Ring Site aspires to be a one-stop shopping service platform which aims to bring ease and convenience to ALL.

REDtone Ring, powered by REDtone Telecommunications Sdn. Bhd, is a Mobile App that supports Android platform for smart devices.

Device Requirements and Specifications:

In order to use and/or access the REDtone Ring Site, you need any of the following:

1. Devices which support Android platform.
2. Minimum 1MB bandwidth or H mobile connection
3. Desktop/Laptop (Popular Browsers)

If you are interested in subscribing to REDtone Ring services and contents, please ensure that you read and adhere to the following Terms and Conditions.

TERMS & CONDITIONS

These terms and conditions govern your access to, and use of the REDtone Ring site and services managed, controlled and provided by REDtone Telecommunications Sdn. Bhd. Please read the following terms and conditions ("this agreement") carefully before you (hereinafter shall be called "user") use, access, sign up for and/or download the REDtone Ring site. By registering with us you are deemed to have accepted, as well as acknowledging and agreeing to be bound by all the terms and conditions hereof for the use of the REDtone Ring site.

Without prejudice to the user's rights under any applicable law, REDtone Telecommunications Sdn. Bhd reserves the right to amend these terms and conditions from time to time. If REDtone Telecommunications Sdn. Bhd changes these terms and conditions, an updated version will be published on-line and REDtone Telecommunications Sdn. Bhd may notify the user of such changes in such manner as it deems necessary and appropriate. By continuing to access and/or use this REDtone Ring site the user agrees that he has read, understood and agree to be bound by the current version of the terms and conditions.

1. REDTONE TELECOMMUNICATIONS SDN. BHD'S RELATIONSHIP WITH USER

1.1 REDtone Telecommunications Sdn. Bhd's REDtone Ring Site essentially turns your smartphone into a convenience store. It enables Users to browse through the REDtone RIng and make purchases from 3rd parties selected by REDtone Telecommunications Sdn. Bhd. REDtone Telecommunications Sdn. Bhd does not have any control over such transactions and it merely acts as a medium facilitating the transactions. It is the obligation of the User to ensure that details of his REDtone Ring Site account such as password and user name or ID is stored securely and not disclosed to a 3rd party. REDtone Telecommunications Sdn. Bhd shall not be liable for any transactions which are effected by a fraudulent party who misused the User's password or user name. REDtone Telecommunications Sdn. Bhd shall also not be liable for any event and/or circumstances whether directly or indirectly affecting and resulting in losses or damage to the User which is not within REDtone Telecommunications Sdn. Bhd's control.

1.2 There are 2 categories of Users being Agents and End Users. For the ease of reference, unless otherwise stated, any reference to "User" shall denote both categories of Users.

2. SUPPLY OF SERVICES

REDtone Telecommunications Sdn. Bhd agrees to provide the following services to the User and the User agrees to use and/or access the Services upon and subject to the following Terms and Conditions:

(a) the provision of mobile entertainments, games, Telco reloads, bill payments and other services which shall be informed to the User from time to time (hereinafter the above-stated services shall be collectively referred to as "Service" and the above-stated on-line data or digital products shall be collectively referred to as "Content") via the REDtone Ring Site on Windows-based personal computers (PCs) and/or tablet PCs and/or on smart phones which have Android and iOS platforms.

3. USE OF THE SERVICE AND CONTENT

3.1 The User is allowed to access, view and/or use the Content from mobile phones, desk-top PCs, laptop, tablet PCs or other mobile devices (hereinafter shall be referred as "Device") from anywhere convenient to him in accordance with the provisions and clauses herein. Subject to the provisions of 3.2, the User hereby agrees that he will only access, view and/or use the Content for his own private and domestic use only.

3.2 Notwithstanding paragraph 3.1 above, Users who are Agents of REDtone Telecommunications Sdn. Bhd are also allowed to promote and sell the Service as well as access and utilise the Services on behalf of individual end-users.

3.3 The User acknowledges that the way and manner in which he accesses, operates and/or uses the Content or part thereof, including but not limited to the decision to conduct a transaction via any of the prescribed 3 party merchants is dependent solely on the exercise of his own free will, choice, skill and judgement.

3.4 REDtone Telecommunications Sdn. Bhd grants the User the right to use the REDtone Ring Site only for the User's personal use (with the exception as provided in clause 3.2) on the Device 3 which

is owned and/or controlled by the terms of use set by the platform which the REDtone Ring Site is downloaded and/or used from.

4. USER'S OBLIGATIONS

The User agrees and undertakes to satisfy the following:

- (a) To procure one (1) workable unit of personal computer (PC), laptop or mobile phone or tablet PC to ensure access and delivery of the REDtone Ring Content;
- (b) To permit REDtone Telecommunications Sdn. Bhd to perform maintenance, tests, experiments and to implement necessary measures relating to the User's usage of the Service;
- (c) To ensure that the REDtone Ring Content is accessed, viewed and/or used in strict compliance with the provisions of clauses 3.1, 3.2, 3.3 and 3.4 above. In the event of such action or attempted action which violates the said Clauses 3.1, 3.2, 3.3 and 3.4, this Agreement will be automatically terminated and the User's right to use the REDtone Ring Services will be revoked immediately;
- (d) To ensure that the REDtone Ring Site is not used to design, create, develop or test other products without the express permission of REDtone Telecommunications Sdn. Bhd; and
- (e) to ensure that the User regularly checks for and if available, to update the application software of the REDtone Ring Site.

5. DURATION OF REDtone Ring SERVICES

5.1 Upon acceptance and communication of such acceptance by REDtone Telecommunications Sdn. Bhd of the User's application as a user of the REDtone Ring Service, the Service shall commence thereafter and will continue until termination of the same by either party.

5.2 Either Party may terminate the Service at any time, at its discretion, upon three (3) months prior written notice of termination to the other Party.

5.3 The User may at any time uninstall the REDtone Ring App.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The copyright in all literary, musical, artistic works, films, sound recordings, broadcasts or fixation of performances as found in the Content is owned by the various authors, makers, producers, suppliers or production companies or by REDtone Telecommunications Sdn. Bhd.

6.2 The graphic, literary and artistic works, layout designs, look and feel of the webpage published in REDtone Ring App and/or website are the sole property of REDtone Telecommunications Sdn. Bhd.

6.3 The User acknowledges that his permission to use those copyright works is limited to the rights expressly stated in these Terms and Conditions.

6.4 The User agrees to keep confidential any information imparted or supplied to him or his staff or officers by REDtone Telecommunications Sdn. Bhd which is confidential in nature whether or not it is expressly designated as 'confidential'. This obligation to keep the information confidential shall survive even after the termination of this Agreement.

7. REDTONE TELECOMMUNICATIONS SDN. BHD'S PRIVACY POLICY

The User hereby acknowledges that he has read, understood and accepted REDtone Telecommunications Sdn. Bhd's Privacy Policy as kept at its web site at <https://www.365mshop.com/365Portal/>

8. RIGHTS RESERVED BY REDTONE TELECOMMUNICATIONS SDN. BHD

8.1 REDtone Telecommunications Sdn. Bhd shall be entitled at its sole discretion to revise the Service and Content at any time and will use reasonable endeavours to notify the User of such revisions.

8.2 REDtone Telecommunications Sdn. Bhd reserves the right and shall be entitled at any time to: (a) add, delete or make changes to the Service and Content, (b) add or substitute the 3rd party merchants or products available, (c) terminate or discontinue any of the 3rd party merchants and/or products included in the Service, alter the number of 3rd party merchants and/or products and price of each product.

9. USER'S REPRESENTATION AND WARRANTIES

By accepting the terms herein, the User represents, warrants, covenants and undertakes with REDtone Telecommunications Sdn. Bhd that:

- a. He is eighteen (18) years of age or above and resides in Malaysia.
- b. The information provided by the User is accurate and truthful.
- c. The User is able to create a binding legal obligation;
- d. The User is not barred from receiving products or services under applicable law;
- e. The User's use of the REDtone Ring Site will at all times comply with the Terms and Conditions herein;
- f. Subject to the provisions of clause 3.2 above, the Content will be used solely for private and domestic use only. The User will not resell or sub-let any of the Content to a 3rd party. The User will not record, copy, cache, or reproduce or in any other ways cause the reproduction of the Content or any part thereof other than solely for the purpose of domestic and private use and viewing as permitted by the Copyright Act 1987 (as amended or replaced from time to time).
- g. The User will immediately notify REDtone Telecommunications Sdn. Bhd of any change in the information stated and any other information provided or communication made to REDtone Telecommunications Sdn. Bhd, including but not limited to information or communication in

connection with the changing of the User's credit card or debiting of the User's bank account, as well as the discovery of any theft, piracy or other unauthorized usage of the Content or Service (including usage of the Services outside Malaysia) or any fraud against REDtone Telecommunications Sdn. Bhd.

10. SUSPENSION AND TERMINATION

REDtone Telecommunications Sdn. Bhd shall have the right, in its sole discretion and without notice, to suspend or terminate the User's access to the Service and Content if the User breaches any of the representations and warranties referred to above or any other term of the Terms and Conditions herein.

11. DISCLAIMER

11.1 The User acknowledges that although REDtone Telecommunications Sdn. Bhd may do the necessary edit, censors or control the Content accessed by the User through the REDtone Ring Site, REDtone Telecommunications Sdn. Bhd does not guarantee nor provide any warranties whatsoever that the REDtone Ring Site or any of its Content accessed by the User through REDtone Ring Site will not be offensive, obscene, upsetting, seditious or defamatory to the User. The User shall exercise discretion when using the REDtone Ring Site at all times and REDtone Telecommunications Sdn. Bhd shall not be held responsible and hereby disclaim any and all liabilities whatsoever with regard to any information or content accessed through the REDtone Ring Site.

11.2 REDtone Telecommunications Sdn. Bhd does not warrant that the REDtone Ring Site will be uninterrupted, secure, virus free or error-free. It does not warrant that it will prevent unauthorised access by third parties. Further, REDtone Telecommunications Sdn. Bhd does not authorise anyone to make a warranty of any kind on its behalf and the User should not rely on anyone making such statements.

11.3 REDtone Telecommunications Sdn. Bhd further does not make any warranty as to the results that may be obtained from use of the REDtone Ring Site or the accuracy, completeness or reliability of the Content on the REDtone Ring Site including without limitation, (1) merchant offerings, products or other services or (2) descriptions of merchant offerings, products or other services.

11.4 The User understands and agrees that REDtone Telecommunications Sdn. Bhd is providing the REDtone Ring Site to the User on an "AS IS" basis without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose in relation to the Content or Services or other information contained in the REDtone Ring Site or services available through the REDtone Ring Site. In no event will REDtone Telecommunications Sdn. Bhd be liable to the User for any direct, indirect, consequential or special damages whatsoever suffered by the User or any other party relating in any way to the use of the REDtone Ring Site by the User or pursuant to any activities contemplated under this Agreement.

11.5 The User understands that REDtone Telecommunications Sdn. Bhd will execute the payment instructions made by the User via the User's account and transmit the relevant payment to the respective 3rd party merchants selected by the User subject to there being sufficient credit in the User's account and the requested information has been duly provided by the User for purposes of the transaction. Users who are agents of REDtone Telecommunications Sdn. Bhd is only permitted to perform transactions which is expressly allowed by REDtone Telecommunications Sdn. Bhd and is in accordance with the arrangement, agreement and/or understanding between the agent and REDtone Telecommunications Sdn. Bhd and REDtone Telecommunications Sdn. Bhd shall not be liable for

any loss or damage caused by 6 such agents involving misrepresentation or in relation to actions that have not been permitted by REDtone Telecommunications Sdn. Bhd.

12. INDEMNITY

12.1 Notwithstanding anything to the contrary, the User shall defend, indemnify and hold REDtone Telecommunications Sdn. Bhd safe and harmless from any and all claims, suits, actions, demands, costs, settlements, losses, damages, expenses and all other liabilities including reasonable legal fees (hereinafter shall be referred to as "the Claims"), arising out of or resulting from its breach of the Terms and Conditions or the intentionally wrongful or negligent acts or omissions on the part of the User, in the performance of or failure to perform his obligations herein or in relation to the User's use of the REDtone Ring Site whether directly or indirectly.

12.2 The User further agrees to defend, indemnify and hold REDtone Telecommunications Sdn. Bhd safe and harmless from and against all claims and expenses including without limitation, arising in connection with any merchant offerings or products or services purchased by the User through the REDtone Ring Site from the merchant. The User acknowledges and agrees that he is solely responsible for his interactions with the merchants and other Users on the REDtone Ring Site. To the extent permitted under applicable laws, the User hereby release REDtone Telecommunications Sdn. Bhd from any and all claims or liability related to any products or services of a merchant.

12.3 The User shall be responsible for and shall accordingly fully indemnify REDtone Telecommunications Sdn. Bhd in respect of any breach or threatened breach of any intellectual property rights under Clauses 6.1, 6.2 and 6.3 and/or confidentiality obligations under Clause 6.4 herein and undertakes to take any and all such action as REDtone Telecommunications Sdn. Bhd may reasonably deem fit and necessary to prevent any threatened breach, or contain the effects of any breach or suspected breach, at the User's costs.

13. FORCE MAJEURE

Neither party is liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, flood, war, labour disputes, civil or military authority, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

14. NOTICE

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by one party to the other party pursuant to these terms and conditions shall be in writing and mailed by first-class, registered mail, return receipt requested, postage prepaid, or transmitted by hand delivery or by courier, facsimile or email. Notice shall be deemed to have been given in the case of posting, the day after the registered mail receipt has been acknowledged by the recipient; in the case of facsimile, upon successful completion of transmission; in the case of email upon sending; in the case of hand delivery or courier, the next business day after it has been delivered.

15. ASSIGNMENT

The User does not have the right to assign or transfer any part of the User's rights or obligations under the Agreement to any other party without the prior written consent of REDtone Telecommunications Sdn. Bhd. REDtone Telecommunications Sdn. Bhd may assign the whole or part of the rights in the Agreement to any third party without the User's consent.

16. DEFINITION

In this Terms and Conditions, words importing the singular number shall include the plural and vice versa and words importing any particular gender shall include the other genders.

17. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of Malaysia and the courts in Malaysia shall have exclusive jurisdiction.