

Terms and Conditions for Auto Pay Service (“Auto Pay Terms”)

3rd May 2016

1. **On Personal Data**

By providing your personal data and submitting the same to webe digital sdn bhd (571389-H) (Formerly known as Packet One Networks (Malaysia) Sdn Bhd) (“webe, we, us, or our”), we shall treat that you are giving consent to the use of your personal data and agreeing to be bound by the Privacy Statement. Please take note that in order to process your request for Auto-Pay Service, your consent is required. If you do not consent to the processing of your personal data, we cannot process your personal data for the Auto-Pay Service and we will not be able to debit the charges from your savings, current or credit card account (collectively known as “Nominated Debit Account”).
2. **Your Information to Us**

You represent and warrant that all information furnished by you to us are true, current, complete and accurate in every material aspects and are not false, misleading, deceptive, defamatory and/or unlawful and we may but have no obligation, whether express or implied, to verify the accuracy and authenticity of any information provided by you.
3. **Your Consent**

You authorise us or our billing agent, until further notice, to arrange payment of your webe account by debiting from your Nominated Debit Account. You understand that upon providing the correct and accurate information, the Auto-Pay Service will take effect on the next billing cycle. This authority is to remain in force until you cancel the Auto-Pay Service or we terminate this Auto-Pay Service at any time. In such event, you must adopt an alternative method of payment.
4. **Your Commitment to Us**
 - (a) You must settle all the charges remaining outstanding within the payment term specified in the agreement relating to the service you subscribed from us prior to the authorisation by financial institution or the credit card issuer.
 - (b) It is your responsibility to advise us if the Nominated Direct Account is transferred or closed. It is your responsibility to arrange with us a suitable alternate payment method if the Auto-Pay Service is cancelled either by yourself or by the nominated financial institution or credit card issuer.
 - (c) You accept full responsibility for all transactions arising from the use of our Auto-Pay Service.
 - (d) It is your responsibility to ensure that sufficient funds are available in your Nominated Debit Account to meet a drawing on its due date. Should a drawing be returned unpaid by your financial institution or credit card issuer, then you must pay us all charges directly within the payment term specified in the agreement relating to the service you subscribed from us.
5. **Our commitment to you**
 - (a) Your charges will be charged either automatically or manually billed into the Nominated Debit Account. Where the due date falls on a non-business day, we will draw the amount on the next business day. We will not change the amount or frequency of drawing arrangements without your prior approval.
 - (b) We reserve the right to cancel the direct debit drawing arrangements if three or more drawings are returned unpaid by your nominated Debited Account and to arrange with you an alternate payment method.
 - (c) We reserve the right at any time, without being liable to you or to any third party whatsoever, to discontinue, interrupt, withdraw or suspend the Auto-Pay Service.

6. What we are not liable for

- (a) You understand that the Auto-Pay Service is provided by us solely for your convenience only. We are, therefore, not be liable to you for *Claims and Losses* of any kind that you may suffer from the occurrence of such an event.

The word "Claims" means "any suit, claim, action, proceeding or investigation."

The word "Losses" means "any and all costs, judgments, fees, fines, damages, disbursements, penalties, liabilities, assessments, awards, direct losses, including, out of pocket costs or expenses (including interest, penalty, investigation, legal fees on a solicitor and client basis, accounting or other professional fees, and other costs or expenses reasonably incurred in the investigation, collection, prosecution and defense of any action and amounts paid in settlement) incurred in connection to that."

- (b) We exclude all liability to you for any and all *Consequential Losses* suffered by you from any act, omission and/or negligence by us in complying with a direct debit from you, claims by third parties and costs and expenses associated with or incidental to any such losses. Our liability to you for any and all losses suffered by you as a result of any act, omission and/or negligence by us in complying with a direct debit from you is limited to debiting your Nominated Debit Account correctly and refunding you any amounts that we have wrongfully debited from your Nominated Debit Account.

The word "Consequential Losses" means "expenses incurred, loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of goodwill, loss of value of device certified or approved by us (other than cost of repair), loss of opportunity or expectation loss, and any forms of special, indirect, punitive or exemplary loss or damages, and any penalties or fines imposed by the appropriate authority, (even if such loss arises directly, naturally or in the usual course of things from any breach, action or inaction in question)."

- (c) You acknowledge that we are not in any way liable to you or to any third party for any claims against us resulting from your acts or omissions or the acts or omissions of any third party and you agree to indemnify us for any losses that we may suffer as a result of such claims being made against us.

Your Rights: You may terminate the Auto-Pay Service via your Self-Care Account at any time. The termination will take effect from the invoice issued after the termination. Where you consider that a drawing has been initiated incorrectly (outside the direct debit arrangements) you should take the matter up directly with us by contacting our Customer Service Support.