

Terms and Conditions

Introduction

Thank you for using nationwide Push-to-Talk Over Cellular (POC) services offer by Triple Access Sdn Bhd.

Kindly read carefully to fully understand the contents of this Terms and Conditions. By signing up, downloading, installing, using, and/or accessing the software through an account, login or any other means, you are deemed to have read, understood and agreed to the below Terms and Conditions.

1. Scope of Agreement

1.1 Definitions

In these Terms and Conditions, “you” refers to “customer” and “the entity”, “we” or “TA” refers to “Triple Access Sdn Bhd” (Co. Reg. No.: 1219186-U) a company duly incorporated under the laws of Malaysia, and maintaining its principal place of business at A-03-16, Kompleks Perindustrian Emhub, Persiaran Surian, Seksyen 3, Taman Sains Selangor Kota Damansara, 47810 Petaling Jaya, Selangor.

The Customer Registration Form, Service Details and Activation Request Form , and Request/Replacement Changes/Additional Value Added Services (VAS) (as applicable) (collectively the “Service Forms”), when submitted to the entity shall, together with these Terms and Conditions, constitute a legally binding agreement (“Agreement”) between the customer and the entity, and the terms set out herein shall govern your purchase and use of POC hardware, and/or downloading, installing, use, and/or copying of POC’s services and/or software (“Software”).

2. Services

2.1 Service Form

By signing any Service Form and submitting the signed form to the entity, you acknowledge that you have read, understood, and agreed to be bound by the terms set out in the Service Form(s) as well as these Terms and Conditions.

2.2 Summary of Services

The services (hereinafter referred to as the "Services") offered by the entity include a cross-platform PTT communication(s) tool and/or application(s) supporting intercom, group call, Global positioning, video, pictures, basic instant text messaging services and duplex voice communications services. The Services may also include but are not limited to: software upgrades, software licensing, service production tools, a management platform, and open platform features and content.

You can choose to purchase the entity's hardware from the entity or install the application on your own Android or Apple smart phone device.

2.2.1 Should you purchase the entity's hardware; the device will include a pre-loaded POC PTT software application.

2.2.2 You may also download our POC PTT application to your mobile devices. The entity shall not be liable for any damages or losses suffered resulting from any downloading of POC's PTT application onto any mobile devices. You are responsible for selecting the correct type of phone, operating system and appropriate or matching version of the Software for installation.

2.3 The entity reserves the right to make changes to the Services which may be offered to you at any point of time.

3. Application

3.1 If the customer is an enterprise, regardless of whether it is a Malaysia or foreign incorporated entity, organization, agency or association, it must be registered in Malaysia and a copy of it's Business Registration Form must be provided to the entity upon subscription to any of the Services.

3.2 If the customer is an individual, he or she must be at least 18 years old. If the individual customer is a local subscriber, he or she must be a Malaysian Citizen or Permanent Resident of Malaysia. If the individual customer is a foreign subscriber, he or she shall be required to provide the following supporting documentation to the entity:

- 3.2.1 Employment Pass or Work Permit along with Foreign Passport;
- 3.2.2 Proof of Billing Address (e.g.: Utilities/Telecom Operator Bill, or credit card bill) or the landlord Tenancy letter.

3.3 The enterprise customer shall not have any outstanding credits with the entity at the time of submission of its application for the subscription for the Services.

3.4 By submitting a Customer Registration Form, you agree to subscribe to the Services for the prescribed period as set out in this agreement

3.5 Except where it has obtained the prior approval of the entity in writing, customer or subscribers shall not resell, assign or lease out any Services, whether for a profit or otherwise.

3.6 The entity reserves the right to reject any application for the subscription for the Services in its absolute discretion and shall not be obliged to provide reasons for its decision.

3.7 The Term of the Agreement will commence on the date the account is set up and shall terminate when you opt to close the account at the end of the contracted monthly or annual term.

3.8 Termination

3.8.1 Either party may terminate this Agreement by providing the other party no less than 30 days prior notice in writing of its intention to terminate this Agreement before the end of the current contract term. If no such prior notice in writing is provided by either party, the contract will automatically renew at the prevailing terms and conditions and prevailing charges (“Charges”), except that the entity may revise the period of time and/or Charges which are applicable in respect of a renewal term, by giving you no less than 14 days’ prior notice in writing of the same. You shall inform the entity in writing whether you agree to such revised term and/or revised Charges for the renewal term no less than 7 days prior to the last date of the original term.

3.8.2 In the event of early termination, you agree that you will be charged the full subscription fee for the full contract term, and that no refund will be provided for any remaining part of the term.

4 Billing and Payment

4.1 You will be billed on a monthly basis. Except where it is established that the entity has been fraudulent, all our records concerning your usage and Charges shall be conclusive evidence of the accuracy and completeness of all matters stated therein.

4.2 Your bill will reflect the Charges for the Services and/or Equipment provided to you.

4.3 Without prejudice, you will only be charged for the Services and/or POC Equipment that you have subscribed to, ordered, used or as otherwise stipulated and in accordance with the Agreement you signed.

4.4 You must specify billing invoice number during payment.

4.5 Your account balance is due on the due date (“Due Date”) as stated in the entity’s invoice.

4.6 If you choose to contest any Charges which you have to pay or had paid, you have (3) days to do so from the date of our invoice or the date on which the Charges were deducted or paid.

4.6.1 An administrative charge may be imposed to recover the entity's costs of retrieving any record in relation to the disputed Charges.

4.6.2 Your notification to us of your dispute or contest of any Charges should include the following information:

4.6.2.1 Reasons why you are disputing the relevant Charges; and

4.6.2.2 The amount in dispute.

4.6.3 We shall respond to you in writing within thirty (30) days from the date we receive your notification of dispute, or such other period of time as may be notified to you in writing.

4.6.4 Other than the amounts which are in dispute, you shall be required to pay your bill in full by the Due Date. Upon the resolution of the dispute being in our favour, you shall be required to pay the disputed amount immediately. In such cases, we may claim from you any interest, legal costs, collection expenses and/or expenses incurred by us (if any) in respect of resolving and/or defending ourselves in the dispute.

4.6.5 In the event parties are unable to resolve any dispute relating to this Agreement, either party may submit the matter to the non-exclusive jurisdiction of the courts of Malaysia.

4.6.6 You understand and agree that in order to provide the Services, the Software may use your mobile communication terminal processor and bandwidth resources. You are responsible for all Charges relating to your own personal SIM and should bear the associated costs incurred.

4.6.7 Taxes

You are responsible for all taxes including prevailing SST. If you are required under the law or the law of any jurisdiction outside Malaysia to deduct or withhold any taxes imposed on any amount payable to us, such amount must be increased so that we will receive a net amount equal to the amount which we would have received in the absence of any such deduction or withholding.

4.7 Non-Payment

4.7.1 If payment is not received before the due date, late payment interest of 2% per annum will be imposed. Subscribers will be terminated if the outstanding amount is not paid by 15 days after the Due Date.

4.7.2 For re-activation of services, subscriber will need to pay re-activation fee and SIM card fee (subject to charges as may be imposed by the telecommunications provider).

4.7.3 You will be liable for legal costs incurred on a full indemnity basis should we claim against you for non-payment of any unpaid or outstanding Charges or where we are entitled to legal costs under the Agreement.

4.8 Prepayment and Deposit

4.8.1 The entity may require you to provide a prepayment or a deposit in respect of the Services. The deposit could be used to offset, including but not limited to, any outstanding Charges under any of your accounts.

4.8.2 Subject to the above, your deposit will be returned to you without interest after you terminate this Agreement and settle all outstanding Charges or claims brought to you by the entity if you have breached this Agreement.

5. Obligations

5.1 User Account

5.1.1 You need to register for a user account via the Customer Registration Form before using our applications and services.

5.1.2 User account ownership can only be transferred after the completion of registration formalities as required by the entity. After acquiring the ownership, you will have the right to use the applications and services.

5.1.3 You shall not grant, loan, lease, transfer or sell your user account, its application, services or ownership.

5.1.4 You are responsible for safekeeping security registration account information and account passwords.

5.1.5 You are legally liable for the behavior of registered accounts. When you suspect the accounts may have been compromised, you shall immediately notify the entity.

5.1.6 You fully understand and agree that you shall be responsible for all acts under your own registration account, including any content you post and any consequences resulting therefrom. You acknowledge that your published content may be subject to potential risks of being forwarded, shared and/or otherwise used in any unauthorized manner.

5.2 Third party products and services

5.2.1 You agree and acknowledge that when you access third-party sites and content, you shall do so at your own risk, and the entity will not be responsible for losses or charges brought against you.

5.2.2 By downloading third party applications, you alone shall bear the risk of your content being lost or corrupted. The entity shall not be obliged to assist in recovering any such data.

5.2.3 In the event that you request for third party software to provide specific services, the entity may call in a third-party system or allow third party access to your data. The entity does not guarantee to provide security, accuracy, validity and compatibility, if any dispute and damage caused thereby, irrespective of parties involved, the entity does not assume any responsibility.

5.3 Usage

5.3.1 The products and services provided to you are for commercial and personal use, and you warrant that you shall not use it in any manner which contravenes Malaysia law.

5.3.2 You shall not use the products and services to spread or incite ethnic hatred, discrimination, disturbance in social order, undermines social stability, harm national honor, obscenity, pornography, gambling or violence.

5.3.3 You shall not use the products and services in any manner which violates the basic principles of the Constitution, endanger national security and/or undermines national unity.

5.3.4 You shall not use the products and services to engage in any illegal and/or criminal activities.

6. Software

6.1 The scope of software license

6.1.1 You are given a personal, non-transferable and non-exclusive license to use the Software. You may run the application through a smart phone's display device.

6.1.2 You can only make a copy of the Software for backup purposes only. The backup copy must include all copyright information contained in the original Software.

6.1.3 The entity owns and continues to own all rights, title and interest of PTT POC Software, application and all associated intellectual property (including, but not limited to, the design of the application, its features, trademarks and logos and any of our Vendor-generated texts and scripts).

6.1.4 You are required to acquire the Software directly from the entity website, or from authorized appointed agent.

6.1.5 Should you obtain the Software via means other than stated in the above clause, the entity will not guarantee nor be responsible for any performance degeneration.

6.2 Software usage

6.2.1 Unless permitted by law or the entity in writing, you may not:

6.2.1.1 Delete a copy of the Software from POC-offered products or use the Software in any manner that infringes on the entity's copyright;

6.2.1.2 Reverse engineering, disassemble, reverse compile, or otherwise attempt to discover the source code of the Software;

6.2.1.3 Rent, lend, copy, modify, link, reproduce, compile, publish, or create mirror sites and the like in respect of the Software;

6.2.1.4 Allow the Software to run on any unauthorized client and/or server;

6.2.1.5 Use the Software as a plug-in, or any form thereof; or

6.2.1.6 Modify or counterfeit the Software operation instructions, data handling, operating functions and/or user interface.

6.3 Upgrade Software

6.3.1 In order to improve the user experience and the Services, the entity will continue to develop new services, and may provide you with software updates and other enhancements including upgrades, substitutions and/or modifications from time to time.

6.3.2 In order to ensure consistency of security and functionality of the Software and Services, the entity is entitled without specific notice to you to update, change, restrict and/or amend any of the features of the Software.

3.3.3 Upon a new software release, an older version of the Software may not be available. The entity does not warrant that the older version of the Software will continue to be available.

7. Equipment

7.1 All services must be accessed via the entity's approved equipment. The entity will not be liable for any service disruption which may arise from using unapproved or unauthorized equipment. We reserve the right to claim damages to the entity's property or Services from your use of any such unapproved or unauthorized equipment.

7.2 Equipment purchased from the entity is under warranty by the manufacturer and to claim for defective good, you have to claim directly from the entity.

7.3 In the event that the law rule that the equipment is to be replaced, you acknowledge and agree that it is at the discretion of the entity to replace either the same or equivalent model.

8. Third-party software or technology

8.1 The entity may use third-party software or technology including open source and public domain code for the Software.

8.2 If the entity uses third-party software or technology, it will be in accordance with relevant laws and subject to contract. The Software installation package (in a specific folder) or other forms of packaging may display one or more of the following: "Software License Agreement", "License Agreement", "open-source license" or other similar forms. These displays shall form an integral part of this Agreement, with which you are required to comply. You shall be fully responsible and liable for any and all claims, actions and/proceedings brought by third parties and/or state authorities in relation to any non-compliance on your part.

8.3 The entity shall not be responsible nor liable in any way for any disputes arising from a third party's software and/or technology. The entity does not provide any customer support for third party software or technology, and if you require such support, please contact the relevant third parties directly.

9. Breach of Contract

9.1 If the entity discovers or receives reports and/or complaints from users as to a possible violation of this Agreement, the entity is entitled, at any time and without needing to give further notice, to take such action as it deems fit. These actions include but are not limited to: deleting, blocking, restricting or modifying in any way usage and/or content relating to the Software and/or Services. The entity reserves the right to terminate or suspend the relevant users' accounts until further notice.

9.2 You understand and agree that the entity is entitled to reasonable judgment on the violation of relevant laws, and/or terms under this Agreement. The entity may impose charges, and/or take such other legal action or steps as it may consider necessary in order to remove the violation and/or comply with applicable laws and regulations.

9.3 You understand and agree that you may be required to compensate third parties for any violation of this Agreement by you, which may result in claims, demands and/or losses by them.

10. Legal Notices

10.1 Entity's Vendors POC providers owns the intellectual property right of the Software, including all associated copyrights, trademarks, patents, trade secrets, as well as all information and contents relating to the Software (including but not limited to text, images, audio, video, graphics, interface design, layout framework, the relevant data or electronic documents, etc.).

10.2 You agree not to bring any action against and/or challenge in any way, Vendors POC providers' intellectual property rights in respect of the entity's application thereof, and shall immediately notify the entity in writing of any actual, anticipated or suspected infringements of the entity's intellectual property rights which come to your attention.

11. Personal Data Protection

11.1 The entity will take reasonable measures to protect users' personal data in accordance with applicable law. This may include ensuring that there is encrypted storage of all relevant personal data and ensuring that transfers of the same are with sufficient safeguards put in place to avoid compromise of your personal data. The entity will use a variety of security technologies and procedures to establish a secure management system to protect your personal data, so as not to allow unauthorized access, use or disclosure. However, the entity does not provide guarantee that data will not be compromise.

11.2 As a registered account user, you agree that by subscribing to and/or using our Services, you consent to us collecting, using and/or disclosing your personal data for processing your application, administering your account and/or providing you with the Services and/or Software, including sharing your personal data with our service partners, affiliates and other third parties for the purposes specified herein.

11.3 In order to provide you with account registration service or user identification, we require your Company particulars as specified in the relevant form. To use the GPS positioning feature, you also consent to us using your location information. If you provide incomplete information, you will not be able to use the Service or your use may be restricted.

11.4 The entity will not typically disclose your personal data to any company, organization or individual, except with your consent or as otherwise prescribed by laws and/or regulations.

11.5 If you cancel, terminate or stop using the Software and/or Services, the entity may delete your personal data from the server permanently and the entity is not obliged to return any data.

11.6 If you have any requests, queries or complaints relating to the entity's data processing activities and/or any aspect of the entity's data protection policies, please send an email to enquiry@tripleaccess.com.my. We may take up to 30 days to respond to your request, query and/or complaint.

12. Other

12.1 By using the Software and/or Services, you undertake and warrant that you have read and agreed to be bound by this Agreement. The entity may modify the terms of this Agreement from time to time, and will publish a notice on this website of any such change(s). In the event that any material changes are made to this Agreement which have a substantial adverse impact on you, the entity will seek your consent to such changes.

12.2 After you have upgraded your Software and continue to use it, you are deemed to have read, understood the terms of the Agreement and accepted the latest Agreement. If you do not accept the revised Agreement, you should stop using the Software immediately.

12.3 If you fail to make any payment of any applicable Charges by the Due Date in accordance with clause 4, the entity may temporarily disconnect the Services by giving you reasonable notice, until it receives full payment of the account balance stated in your invoice. During this suspension period, you are still liable to pay for the Charges for the full contract term.

12.3 If any of the terms of the Agreement are invalid or unenforceable, the remaining provisions shall, unless prohibited by applicable law, remain valid and binding on both parties.

12.4 This Agreement is governed by the laws of Malaysia.

12.5 Parties agree to submit any disputes relating to this Agreement to the non-exclusive jurisdiction of the courts of Malaysia.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, superseding any prior agreements between you and the entity regarding the Product, and any and all written or oral agreements previously existing between the parties are expressly cancelled (except to the extent otherwise expressly provided herein).