

## SymPL Plan Service Order Form and Agreement

RM 10  
STAMP DUTY

IMPORTANT: Please read the Terms and Conditions as printed in the Supplementary Service Agreement (SSA) before completing this service order form. Application must be made by authorised personnel of the company.

P: 1300 030 000  
E: [customer.service@symphonet.com.my](mailto:customer.service@symphonet.com.my)  
W: [www.symphonet.com.my](http://www.symphonet.com.my)

### Section A – Applicant Particulars

Company/ Name:	Certificate of Incorporation / Business Reg. No:
Unit Number:	Building
Street:	Postcode:
City:	State:

### Company's Contact Person

Name:	Designation:
MyKad Number:	Passport No. (non-Malaysian citizens only):
Mobile Tel:	Email:
Office Tel:	Fax:

### Section B – Product / Service Details

<p>Flat Rate: RM0.15 per minute to nationwide mobile and fixed line.</p> <p>SymPL Plan comes with complementary 10 mbps high speed broadband and analogue phone.</p> <p><b>1. SymPL Plan Basic – 3 VOIP lines</b></p> <p><input type="checkbox"/> Dynamic IP (RM128 per month)</p> <p><input type="checkbox"/> Fixed IP (RM228 per month)</p> <p><b>2. SymPL Plan Plus – 6 VOIP lines</b></p> <p><input type="checkbox"/> Dynamic IP (RM148 per month)</p> <p><input type="checkbox"/> Fixed IP (RM248 per month)</p> <p><b>3. Additional VOIP Telephone Line</b></p> <p><input type="checkbox"/> No. of lines: _____ (RM30 per line, per month)</p>	<p><b>4. Contract Period:</b> <input type="checkbox"/> 2-years</p> <p><b>5. Installation address:</b></p> <p><input type="checkbox"/> Please tick if the address is the same as Section A</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><b>6. Preferred Installation Slot:</b></p> <p>Date 1: ____/____/____ Time: _____ AM / PM</p> <p>Date 2: ____/____/____ Time: _____ AM / PM</p> <p>Date 3: ____/____/____ Time: _____ AM / PM</p>
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### Section C – Billing Information

<input type="checkbox"/> Please tick if the address is the same as Section A	
Unit Number	Building
Street	Postcode
City	State
<p>Default Billing Method: <input checked="" type="checkbox"/> Symphonet Online Portal</p> <p>*We will email you your login details within 7 days after installation.</p>	<p><input type="checkbox"/> Itemised paper bill (RM8 per month)</p> <p><input type="checkbox"/> Sign on for auto debit payment and enjoy a monthly rebate of RM2.</p>

## Financial/ Billing Contact Person

Name:	Designation:
Mobile Tel:	Office Tel:
*Mandatory. Please write clearly. Email:	

## Section D – Important Notes (Must Read)

\*Please read and tick

### General

- ☐ The 1<sup>st</sup> Symphonet bill will include a one-off installation fee of RM250 together with a pro-rated subscription fee up to the last day of the month and a one-off stamp duty.
- ☐ This service is subject to a 24-month contract and a termination fee of RM500 is chargeable for termination of service within the contract period.
- ☐ Packages downgrades will be subjected to a fee of RM200.

### Installation

- ☐ Installation time for fibre in premises may take between 1 to 3 hours to complete.
- ☐ Any charges imposed by external contractors for concealed wiring, over ceiling, customised wiring, additional cable etc. is not covered by the standard Symphonet installation practice shall be borne by the Customer.
- ☐ Authorised person must be available to sign off the Service Acceptance Form upon completion of installation.
- ☐ A penalty of RM 200 will be charged for any request of installation appointment deferment exceeding 3 times, provided always that such request of deferment must be made at least 24 hours before installation time.
- ☐ Minimal drilling may be required for fibre installation in the premises and Symphonet assumes that the customer has obtained all necessary approvals required for drilling to be done on the premises.

### Internet Access Speed

- ☐ SymBiz Fibre Broadband utilises Gigabit Passive Optical Networks technology., which means IAS are provided on a best effort basis. Various factors may affect the IAS when accessing either local or international websites, such as, among others, multiple users sharing the connection at the same time. Some web servers also restrict access capacity as a way to handle huge traffic demand or may even restrict download speed to ensure fair access to all. Network congestion may be unavoidable due to network maintenance or outages. Running multiple applications at the same time such as peer-to-peer Bit Torrent, etc. can also degrade access speed. Some configurations of the PC operating systems and wireless connectivity can also compromise the IAS performance.

### Document Requirement Please submit a photocopy upon registration:

- ☐ MyKad or Passport (for non-citizens) and
- ☐ Company/ Business Registration Certificates

## Section E – Customer Service (For Symphonet Personnel Use)

Name:	
ID:	Date:

## Supplement Service Agreement Section F – Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING UP FOR THE SYMPHONET SERVICE ("SYM Service"). BY INDICATING YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN, YOU ARE DEEMED TO ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL THE FOLLOWING TERMS AND CONDITIONS FOR THE USE OF THE SYMPHONET SERVICE PROVIDED BY SYMPHONET SDN BHD. SYMPHONET RESERVES THE RIGHT TO UPDATE OR REVISE THESE TERMS AND CONDITIONS FROM TIME TO TIME. SYMPHONET MAY GIVE NOTICE OF AMENDMENT TO THE CUSTOMER IN SUCH A MANNER AS SYMPHONET DEEMS NECESSARY AND APPROPRIATE. CONTINUATION IN THE ACCESS OR USE OF THE SYMPHONET SERVICE SIGNIFIES ACCEPTANCE OF THE CHANGES TO THESE TERMS AND CONDITIONS WITH REGARD TO THE SYMPHONET SERVICE

### Service Installation and Equipment Requirement

1. Customers may choose their preferred installation date and time during application nevertheless this is subject to installer's availability and Symphonet reserves the right to advice and determine any new installation date and time as it deems appropriate.
2. The Customer hereby grants Symphonet the authority to install the SYM Service which may include:
  - Wall drilling;
  - Visible wiring (nailed to wall); and
  - Customer Premise Equipment ("CPE") setup and testing.
3. For installation at Customer's premises located within a high-rise building, Symphonet will not be responsible for any damages to the building's internal wiring. The Customer shall indemnify Symphonet against any claim by any party including the building owner or management corporation.
4. For any request by Customer for any re-wiring or re-installation, Symphonet shall have the right to charge the Customer a fee of RM300.00 or such other reasonable sum as may be determined by Symphonet from time to time.
5. Symphonet shall not be responsible for service downtime and any damages resulting from construction and renovation done by the Customer or any third party, during or after the installation of the SYM Service.
6. The Customer acknowledges that Symphonet will not provide any concealed wiring even if the same is requested by the Customer. Symphonet may propose the recommended list of contractor(s) for any concealed wiring work (wall or ceiling) but the Customer will deal and make payment directly to the Customer's appointed contractor. Re-appointment for the purpose of SYM Service installation will be arranged when the concealed wiring work is completed.
7. Customer must be available during SYM Service installation, failing which Symphonet has the right to defer the installation. Deferment/cancellation fee as shall be reasonably imposed by Symphonet shall be borne by the Customer.
8. Customer must sign off the Service Acceptance Form (SAF) upon completion of installation.
9. In the case of underground fibre blockage due to any act of the Customer or any third party or for any other reason not attributable to Symphonet, Symphonet reserves the right to charge the Customer for civil works and/or associated cost for such amount as shall be reasonably determined by Symphonet.
10. Any cancellation or deferment of installation appointment by the Customer made 24 hours prior to installation time or made when Symphonet's installation team is already at the Customer's premises shall be subject to a charge of RM200. Re-appointment for the purpose of installation shall thereafter be subject to available time and date as may be determined by Symphonet.
11. In the event of failure or non-compliance of all the above installation guidelines and requirements, Symphonet has the right to cancel the order or terminate the Customer's application without liability whatsoever to Symphonet.
12. Symphonet will provide 14 days of installation warranty to the Customer. This warranty shall be limited to any wiring and CPE fault due to installation done by Symphonet. For the avoidance of doubt, Symphonet's liability herein and the Customer's sole and exclusive remedy shall be limited to labour, repair and material cost and shall not cover any work and associated cost as a result of the Customer's fault or renovation or alteration to its premises either within the installation warranty or otherwise. In such cases, the Customer shall be charged for any re-wiring or other related works in such amount as shall be reasonably determined by Symphonet

13. The Customer acknowledges that any equipment provided by Symphonet for the SYM Services (the "Equipment") belongs to Symphonet and the said equipment shall accordingly be returned to Symphonet upon expiry of the contract term. Any defects to the equipment during the first 2 years of the contract shall be covered by Symphonet's warranty provided always such warranty shall not cover defects caused by acts of God or the negligence of the Customer in the use of the Equipment. In such cases, the Customer shall be charged for any costs incurred in rectifying the defect or replacing the Equipment with a new Equipment.

### Billing and Payment

1. Any stamp duty and service tax chargeable for the provision of the SYM Service shall be borne by the Customer and shall be charged to the Customer's first bill.
2. The first bill of SYM Service subscription fee shall consist of the installation fee together with the pro-rated subscription fee up to the last day of the month.
3. Full settlement of outstanding fees and other charges (inclusive of reconnection fee as may be imposed by Symphonet) is required to reconnect the SYM Service.
4. For any outstanding amount remaining unpaid after the due date stated in the invoice, Symphonet reserves the right to charge the Customer interest on the sum that remains unpaid at the rate of 1% per month to be calculated from the due date to the date of full payment.

### Terms and Condition for SYM Service

1. SYM Service package is available only for business or other types of Customers as shall be approved by Symphonet.
2. Customer is only allowed to upgrade the SYM Service package after expiry of two (2) days from the installation date.
3. SymPL Plan one-time installation fee of RM250.00 shall be chargeable to the Customer. One-time installation charges for SymVoice is RM50. If the SymVoice is installed at same time, the RM50 will be waived.
4. Provision of the SYM Service by Symphonet to Customer shall not automatically terminate or otherwise confer upon the Customer a right to terminate his existing SymPL Plan service in accordance with the terms of termination under the respective service or services. The aforesaid provision shall not be applicable in the case of the application of Very High Speed Digital Subscriber Line (VDSL2) technology for the SYM Service whereupon Customer's existing SymPL Plan must be terminated.
5. SYM Service is subject to serviceability check and technical testing. SYM Service coverage will be based on Symphonet's service coverage boundaries and not based on boundaries as determined by any local authorities or council.
6. Deposit of RM 500.00 shall be required if Customer is a non-citizen or a permanent resident of Malaysia. However, Symphonet reserves the absolute right to impose payment of the Deposit from any Customer, whether Customer is a citizen of Malaysia or otherwise or exclude or reduce those charges if deemed necessary. Deposit may be forfeited or set off by Symphonet against any fees and other charges outstanding from Customer in

- the event of termination or suspension of the SYM Service due to breach by Customer of the terms and conditions herein.
7. Customer must notify Symphonet prior to relocation of premises. Symphonet has the right to terminate the SYM Service if relocation cannot be carried out by Symphonet for any reason whatsoever in which event, the Customer shall return the CPE that came with the SYM Service subscription.
  8. Customer must provide utilities bill as proof of the new address of relocation. Failing to do so may result in termination or suspension of the SYM Service.
  9. Customer shall not resell or sublet the SYM Service to any third party or contravene any and all applicable laws and regulations relating to the SYM Service including but not limited to rules and regulation under the Communications and Multimedia Act 1998.
  10. Should Customer commit a breach or potential breach of any term herein, Symphonet reserves the right to take necessary action including but not limited to termination or suspension of the SYM Service without prior notice or compensation of any kind to Customer.
  11. The Customer acknowledges that Symphonet does not and cannot in any practical way supervise, edit or control the content and form of any information or data accessed by the Customer through the SYM Service. Symphonet does not guarantee nor provide any warranties whatsoever that the SYM Service or any information or data accessed by the Customer through the SYM Service, will not be offensive, obscene, upsetting, seditious or defamatory to the Customer. The Customer shall exercise discretion when using the SYM Service at all times and Symphonet shall not be held responsible and hereby disclaim any and all liabilities whatsoever with regard to any information or content accessed through the SYM Service.
  12. Minimum Subscription Period for each SYM Service package is twenty-four (24) months from service activation date.
  13. Customer may request for a voluntary suspension of the SYM Service in which case and if approved by Symphonet, Customer shall continue to pay all charges if suspension takes place within the Minimum Subscription Period.
  14. If Symphonet terminates the SYM Service due to breach by Customer or if Customer cancels or unilaterally terminates the SYM Service after service activation date but prior to expiry of Minimum Subscription Period, such termination or cancellation shall be subject to any agreed compensation and conditions as specified herein. Cancellation or unilateral termination by Customer for any reason whatsoever shall only be done by Customer in person through its authorized representatives, as the case may be, and must be communicated to Symphonet's personnel in charge. Symphonet is entitled, at its absolute discretion, to offset the Deposit and any advance charges for value added service paid by Customer against any outstanding amount due as a result of such termination or cancellation, as the case may be.
  15. Existing Symphonet blacklisted Customers are not eligible to subscribe to any SYM Service package.
  16. For Symphonet DIA or Symphonet Metro-E Customers that are still subscribing to the said service or services within a subscription period, any migration of such service or services to any SYM Service package shall not be subjected to any early termination fee or compensation.
  17. All CPE provided by Symphonet is subject to 2-years warranty for manufacturing fault/defect only. Symphonet's liability herein and Customer's sole and exclusive remedy shall be limited to labor, repair and material cost and shall not cover any repair or replacement and associated cost as a result of fault or negligence on the part of the Customer or any third party. In any case of CPE fault, Customer needs to report such fault with Symphonet. Any CPE replacement or repair needed due to the act, negligence or default of Customer or any third party shall be at the Customer's cost.
  18. Customer shall be responsible for the safety and security for all CPE supplied by Symphonet.
  19. Symphonet reserves the right to collect all CPE or any CPE provided upon the termination of the SYM Service. The collection of CPE is subject to the agreed date and time with Customer no less than fourteen (14) days after termination of Service date. Failing which, Symphonet has right to charge the cost of any of the CPE as shall be reasonably determined by Symphonet.
  20. Save within the installation warranty period, Customer shall bear the cost for on-site support visit requested from Symphonet at the rate of RM80.00 per visit or at such other current prescribed rate as shall be determined by Symphonet from time to time. The charge is not inclusive of any materials or equipment replacement charges that Customer may be required to pay Symphonet.
  21. Transfer by Customer of rights, benefits, interest or liabilities in connection with the SYM Service is restricted unless with the written consent of Symphonet. If approved by Symphonet, any transfer process shall only be attended to by the Customer's presence at Symphonet office and subject to Customer's execution of all appropriate documents as shall be reasonably determined by Symphonet.
  22. The terms and conditions may be subjected to change by Symphonet Sdn Bhd.

Upon receipt of this application, Symphonet Sdn Bhd reserves the right to verify any information provided by you and reserves the right to decline any application without any reason thereof and is not obligated to respond to any request on any unsuccessful application

## Section G – Undertaking

I/We, \_\_\_\_\_ (Applicant's name), Company Number/ Business Registration Number \_\_\_\_\_ confirm that the information given herein is true and correct and hereby accept any and all responsibility for the Symphonet service and agree to accept and be bound by the Terms and Conditions which accompany the usage of the Symphonet service.

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Company's Authorised Signature  
Signatory Name:

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Customer Stamp (if applicable)  
Date: