

Terms and Conditions

1. APPROVAL
1.1 XOX's approval of the Subscriber's application and registration for one Service does not imply that XOX is obliged to accept the Subscriber's application and registration for any other types of Services comprising the Services applied for. The Subscriber's application and registration for any other services comprising the Services is at XOX's absolute discretion.
2. SUBSCRIBER'S COVENANTS
Subscriber hereby unconditionally agrees to the following:
2.1 Ensure that the Mobile Equipment and SIM Card are lawfully owned/ used/ possessed and that such ownership/usage/possession is not in contravention of any laws or regulations of Malaysia.
2.2 Ensure that the Service is used solely for the reception and transmission of message (including without limitation to picture, data and audio files) and other telecommunications or other persons using my Mobile Phone.
2.3 Not to use the Service to cause embarrassment, distress, annoyance, irritation or nuisance to any person.
2.4 Comply with all notices or directions relating to the use of the Service, the Mobile Equipment and SIM Card as XOX may see fit to issue from time to time or if XOX has reason or cause to suspect that you are not complying with your responsibilities and obligations under this Terms and Conditions.
2.5 Be fully responsible for any voice or data transmitted or broadcasted by or persons using my Mobile Phone (whether authorized by XOX or otherwise).
2.6 At all times keep the Personal Identification Number (PIN) of your SIM Card confidential and not release the PIN to any other person.
2.7 Report immediately to XOX upon the discovery of any fraud, theft, loss, unauthorized usage or any other occurrence of unlawful acts in relation to the Mobile Phone and its use. In this respect, the Subscriber agrees to lodge a police report whenever instructed by XOX (if one has not already been lodged) and to give XOX a certified copy of such report, failing Subscriber agrees to allow XOX the right to terminate the Service.
2.8 Agree to indemnify and shall keep XOX indemnified from any loss, damage, liability or expenses arising from any claims for 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 the Services or part thereof and from all other claims arising out of any act or omission of the Subscriber or any unauthorized use or exploitation of the Services or part thereof.
3. FEES AND CHARGES
The Subscriber agrees to pay the following fees, charges and rates:
3.1 All charges, including any service tax or other impost which may be imposed by any relevant authorities from time to time relating to the Service provided to the Subscriber, unless otherwise waived by XOX.
3.2 A handling charge for the issue of a Replacement SIM Card;
3.3 Charges for the provision of copies of statements and any supporting documents or services XOX may from time to time provide unless otherwise stipulated by XOX; and
3.4 Such other fees and charges which XOX may at its absolute discretion impose from time to time.
3.5 The quantum of the fees, charges and rates payable shall be of such amount which XOX may at any time and from time to time determine at its sole and absolute discretion, depending on market conditions. Such fees, charges and rates will be debited to the Subscriber Account.
3.6 All free/promotional sms applies between xox to xox subscribers only.
4. AMENDMENTS
4.1 XOX reserves the right to add delete alter or amend any of these terms and conditions at any time with or without notice and they shall become effective on such date as XOX may elect to adopt. At the discretion of XOX, notice of such additions, modifications or amendments may be dispatched to the Subscriber or by displaying the same at XOX's websites, for the time being located at www.xox.com.my or any of its Branch offices for a period of not less than seven (7) business days or by mailing the aforesaid notice to the Subscriber. Such changes will apply on the effective date specified by XOX and will apply to all outstanding balances in the Account. Retention or use of the Service after the effective date of any change of terms and conditions shall be deemed to constitute acceptance of such changes without reservation by the Subscriber.
4.2 These Terms and Conditions (with all ancillary Terms and Conditions at any time and as from time to time amended by XOX) contain, and are intended as, a complete statement of all of the terms and arrangements between the parties hereto with respect to the matters provided for herein, and supersedes any previous Terms and Conditions and understandings between the parties hereto with respect to any such matters.
5. SEVERABILITY
5.1 If any of the provisions of these Terms and Conditions become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
5.2 The terms and conditions contained in the Terms and Conditions shall have effect only to the extent not forbidden by law. For the avoidance of doubt, it is hereby agreed and declared in particular, but without limitation, that nothing herein shall be construed as an attempt to contract out of any provisions of the Consumer Protection Act 1999, if and where the said Act is applicable.
6. DISCLOSURES
6.1 The Subscriber hereby expressly give its consent to and authorises XOX as and when XOX may as its sole and absolute discretion deem fit and necessary to do the following things hereinafter set forth without reference to the Subscriber:
a. To give, produce, divulge, reveal, publish or otherwise disclose, or make a record of the Subscriber's personal particulars submitted to XOX and any other information relating to the Account and the Subscriber's other Accounts and the Service phone numbers and any other information relating to the use of the Service or any transaction effected or to be effected through the use of the Service and such other information or document whatsoever relating to the Subscriber's affairs or accounts (including the statement of accounts in relation thereto) and any other credit facility which the Subscriber may have with XOX to any person who has guaranteed or may guarantee or otherwise has provided security or may provide security in relation to the use of the Service, any company, organization, institution, association, credit bureau, credit agencies, financial institution or other entity which may be conducting a credit check on the Subscriber, the Central Credit Unit of Bank Negara Malaysia, the Biro Maklumat Cek, Central Credit Reference Information System (CCRIS) or such other authority or body established by Bank Negara Malaysia, any other body or authority (governmental or otherwise) as XOX may deem fit under any applicable law, regulation, guidelines, regulatory requirement or directive (whether having the force of law or otherwise), any person who XOX deems necessary for the purpose or recovering any monies due and owing from the Subscriber to XOX (including but not limited to debt collection agencies, its employees and agents), any merchant, content provider, any officer of XOX and any person or entity and/or any other interested party and to any third parties making enquiries with a view to enter into prospective transaction with XOX and/or Subscriber;
b. To lodge reports (including Police Reports) and/or circulars and/or insert advertisement or publish or display notice (including any advertisement in any media) incorporating any or all of the Subscriber's personal particulars, particulars of his accounts relating to the Service (including but not limited to the Subscriber's account and financial status) which XOX may deem necessary for the purpose of recovering any prefix number fraudulently obtained and/or any monies due and owing from the Subscriber to XOX;
c. To check the credit standing of an applicant for the Service and/or Subscriber's personal particulars, dealings and credit standing with whatsoever companies, individuals, agencies, financial, institutions or other bodies and to obtain therefrom such information as may be required by XOX, whether by way of oral communication or through documents; and
d. To disclose to the Supplementary Subscriber the information as referred to in sub-paragraph (c) above and any information which XOX deems fit concerning the Account and the Subscriber's Other Accounts and vice versa.
- 6.2 The Subscriber hereby acknowledges that failure to provide complete and correct information to XOX as required in the Terms and Conditions including the Registration Form or any amendments, modifications may result in the application for Service being rejected, suspended, terminated and/or XOX not able to correspond with Subscriber, including without limitation to sending statements and/or notices on regular basis.
- 6.3 XOX hereby disclaims all liability to the Subscriber for any loss or damage (direct, indirect, special or consequential) of any nature of embarrassment suffered by the Subscriber arising from or occasioned by the disclosure of any information or interpretation or use of information disclosed even if the information is incorrect or erroneous and whether or not the same is due to XOX's negligence.
7. FURTHER DOCUMENTS
7.1 The Subscriber undertakes to sign such further documents as may be requested by XOX at any time and from time to time and the Subscriber hereby expressly covenants and agrees that at the election of XOX such further documents may be deemed to take effect retrospectively.
8. NOTICES
8.1 All official bill statements, notices, requests, notice of demands, writ of summons, all other legal process and/or other communications/ documents to be given by XOX to a Subscriber under the Terms and Conditions will be in writing and sent to his last known address and/or published in national newspapers in the main languages, published daily and circulating generally throughout Malaysia, as the case may be.
8.2 All notices, requests, notice of demands, writ of summons, all other legal process and/or other communications/documents to be given by the Subscriber to XOX under the Terms and Conditions must be in writing and sent to the following address at "Lot 31-3, Block C, Jaya One, No. 72A, Jalan Universiti, 46200 Petaling Jaya, Selangor Darul Eshan".
8.3 All official bill statements, notices, requests, notice of demands, writ of summons, all other legal process and/or other communications/documents given by XOX to the Subscriber pursuant to this clause shall be deemed to have been served if:-
a. sent by registered post, on the second Working Day after the date of posting irrespective of whether it is returned undelivered; or
b. sent by ordinary post, on the fifth Working Day after the date of posting irrespective of whether it is returned undelivered; or
c. hand delivered, upon delivery; or
d. sent by facsimile, upon successful completion of transmission as evidence by a transmission report and provided that notice shall in addition thereon be sent by post to the other party; or
e. published in national newspapers in any one of the main languages and circulating generally throughout Malaysia.
9. CONCLUSIVE EVIDENCE CERTIFICATE
9.1 A certificate issued by an officer of XOX as to the amount due and owing to XOX from or by the Subscriber shall be conclusive evidence against the Subscriber in any legal proceedings. Any judgment recovered by XOX against the Subscriber in respect of such indebtedness shall be binding and conclusive in all courts of law in Malaysia and elsewhere.
10. SUSPENSION AND TERMINATION
10.1 The Subscriber may at any time terminate the Service by giving XOX notice in writing. The Service shall be deemed terminated within four (4) Working Days from receipt of the termination notice by XOX.
10.2 In addition and without prejudice to any rights and remedies of XOX of the generality of any other provisions of the Terms and Conditions, XOX shall be entitled at its sole and absolute discretion to declare that:
a. The Service shall be suspended, whereupon the same shall be suspended; and/or
b. The Service or any part thereof shall be terminated, whereupon the same shall be terminated; and/or
10.3 Upon termination of the Service by either party, the Subscriber shall be liable to XOX for:-
a. the monthly subscription, access and/or other monthly fee for Services for the entire month in which the termination was effective;
b. any call or other usage charges, including any international roaming charges incurred by the Subscriber up to and including the effective date of termination; and
c. any other outstanding amounts.
10.4 Upon the termination of the Service, all monies owing to XOX by the Subscriber in accordance with the Subscriber's Account shall become immediately due and payable and the Subscriber shall upon the demand of XOX settle his account promptly.
10.5 Upon suspension, XOX may at its absolute discretion reconnect the Services, subject to the Subscriber paying a reconnection fee, all outstanding amounts due to XOX and a refundable deposit as may be required by XOX for the reconnection of the Service.
11. APPOINTMENT OF AGENTS
11.1 In amplification and not in derogation of its rights under these Terms and Conditions, XOX shall have the right, at its sole discretion, to appoint any agents to collect all and any sums due to XOX from the Subscriber.
12. ASSIGNMENT
12.1 The Subscriber shall not assign or novate any or part of their rights or obligations under the Terms and Conditions to any party, without the prior written consent of XOX.
12.2 XOX may assign or novate all or part of the Terms and Conditions to any third party by notice to the Subscriber without the Subscriber's prior consent and the Subscriber agrees to make all subsequent payments as instructed in such or further notice.
13. INDULGENCE
13.1 No delay or indulgence by XOX in enforcing any term or condition of the Terms and Conditions nor the granting of time by XOX to a Subscriber shall prejudice the rights or powers of XOX nor shall any waiver by XOX of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.
14. SUBSCRIBER'S OBLIGATIONS IN RELATION TO CONTENT
14.1 The Subscriber shall not disseminate or provide to any third party any other information or content (whether in its original or adapted form) received as part of other Services as XOX shall inform the Subscriber from time to time.
14.2 The Subscriber shall not use any information or content or any parts thereof (whether in its original or adapted form) received as part of the Services (including without limitation, as part of Mobile Interactive Services (MIS)), for purposes of creation of any commercial products, whether tradable or otherwise including but not limited to, any derivative products whether for the Subscriber's own purposes or for the purposes of any third party.
15. MISCELLANEOUS
15.1 The obligations and liabilities of the Subscriber shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in constitution of XOX or of any company by which the business of XOX may for the time being be carried on and shall be available to the company carrying on that business for the time being.
15.2 In the event of a conflict or inconsistency between the Registration Form, these terms and conditions and the Addendums, such inconsistency shall be resolved by giving precedence in the following order: Addendums, these terms and conditions and the Registration Form.
15.3 These Terms and Conditions constitute the entire terms and conditions between the parties concerning the subject matter herein and supersedes all previous terms and conditions, understandings, proposals, representations and warranties relating to that subject matter.
15.4 Those clauses which by their nature would survive the termination of the Terms and Conditions shall so survive.
15.5 Time wherever mentioned, shall be of the essence.
15.6 These Terms and Conditions shall be binding on and shall inure for the benefit of each party's permitted assigns, successors in title, personal representatives, executors and administrators.
15.7 The Subscriber shall bear all stamp duties, service tax charges, and any other cost or charge imposed by law in connection with the preparation of the Terms and Conditions and/or the provision of the Services.
15.8 The Subscriber shall immediately inform XOX in writing of any change of address and/or employment or business.
15.9 Words importing the singular number shall include the plural number and vice versa.
15.10 Words importing the masculine gender shall include feminine.
15.11 An expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body and any governmental agency.
15.12 All provisions contained herein shall be equally applicable to any and all supplementary lines subscribed by the Subscriber.
15.13 Notwithstanding anything to the contrary, the Subscriber hereby agrees to be bound by the terms of service, policies and procedures and/or any variations, additions or amendments made thereto, as may be determined by XOX at any time in respect of each and every individual rate plan subscribed by the Subscriber.
15.14 In the event of any conflict in the interpretation of these Term and Conditions and any translation of it in any language, the English version of this Terms and Conditions shall prevail.
15.15 **The Subscriber agrees and confirms that the Term and Conditions written in English herein have been read and translated to the native language in which the Subscriber understands by the person helping the Subscriber to fill in the Registration Form.**
16. LAW APPLICABLE AND JURISDICTION
16.1 The Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. The parties agree to submit to the exclusive jurisdiction of the Malaysian courts
16.2 Where any claims, proceedings, actions, suits or disputes arising or in connection with these Terms and Conditions are to be commenced or adjudicated in the High Court of Malaya, the parties agree that it shall be adjudicated in the High Court in Kuala Lumpur or Putrajaya, Malaysia, as the case may be.
17. EXCLUSION OF LIABILITY
17.1 XOX shall not be liable to the Subscriber or any third party authorized by the Subscriber for any losses (including any loss of interest, expenses incurred, loss of contracts or profits or other consequential loss, whether direct or indirect) or damage, whether direct, indirect, special or consequential, howsoever suffered (whether by way of XOX's negligence (gross or otherwise), or omission or other default) in relation to the Subscriber's use of the Service arising from or occasioned by:
a. The use or inability to use by the Subscriber or any persons authorized by the Subscriber of the Service or any part thereof and the Mobile Phone or SIM Card;
b. Any malfunction, unauthorized use, cloning or defect in the Mobile Phone, SIM Card or services or any part thereof for whatever reasons;
c. Any act, omission, error, default or delay by XOX and/or its related companies, officers, employees and agents in relation to the Service.
17.2 Without limiting the generality of Clause 17, XOX shall not be liable for:
a. Any claim for libel, slander, infringement of any intellectual property rights arising from the transmission and receipt of material in connection with the services and any claims arising out of any act or omission of the Subscriber in relation to the Service or any part thereof;
b. Any loss or damage caused to the Subscriber as a result of the suspension/ termination of the Service and the interruptions/loss of the Service or any part thereof from any cause.
c. Any loss, distortion or corruption of data arising from the use of the Service to transmit data or for data communication purposes at any stage of the transmission including any unlawful or unauthorized access to your transmission or data interruption or unavailability of the Service as a result of including but not limited to adverse weather conditions;
d. Electromagnetic interference, equipment failure or outage, network failure, and/or congestion in the related company radio infrastructure networks or telecommunication systems.
17.3 XOX and/or its Related Corporations shall not be liable for, and the Subscriber agrees to indemnify XOX and/or its Related Corporations against all claims, losses, liabilities proceedings, demands, costs and expenses (including legal fees) which may result or which XOX and/or its Related Corporations may sustain in connection with or arising from the provision of the Services to the Subscriber
17.4 Without prejudice to the foregoing, in the event a court or an arbitrator holds or finds XOX and/or its Related Corporations liable to the Subscriber for any breach or default by XOX and/or its Related Corporations, the Subscriber agrees that the amount of damages payable by XOX and/or its Related Corporations to the Subscriber shall not at any time exceed the sum of RM500.00 notwithstanding any order, decree or judgment to the contrary
17.5 XOX may at its sole discretion transfer this subscription to a replacement operator at any time and from time to time. XOX does not guarantee that the replacement operator will offer the same services as XOX at the time of the transfer. The subscription will then be subject to the terms and conditions of the replacement operator.