

## **Terms and Conditions**

### **Terms of Use**

By accessing and using this Website, its content and the Service (as hereinafter defined) you accept without limitation or qualification, all of these Terms and Conditions which take effect on the date which you first use the Website, its content and the Service. Beta Technology Sdn Bhd (hereinafter referred to as BetaTech) reserves the right to change these terms and conditions at any time by posting changes online without prior notice. You are responsible for reviewing regularly information posted online to obtain timely notice of such changes. By using this Website, its content and the Service you agree in advance to accept any changes. All references to BetaTech in these Terms and Conditions other than the reference to the word BetaTech as a trademark in the Trademark Notice below shall mean Beta Technology Sdn Bhd (515178-X).

If you do not agree to these Terms and Conditions, please DO NOT use the Website, its content and the Service.

### **Description of Service**

The service allows you to preview and download via your Short Message Service (hereinafter referred to as SMS) ringtones, operator logos, caller group icons, picture messages, screen savers, SMS games and text based services such as chat, jokes, quotes, job advice and other services in the future (hereinafter referred to as Content) on to your download-compatible mobile phone at the price specified by BetaTech to you from time to time. You are responsible for all charges incurred if you accidentally erase, replace or delete one of the Content by receiving another Content or otherwise.

### **Costs for SMS Request**

Please be informed that you will be charged the standard delivery charges per SMS request for download of Content onto your mobile phone. Additional charges for downloads of Content will be charged. Please check against the specific download Content price. Please obtain that person's consent prior to using the Service if the mobile phone does not belong to you or if someone else is paying the mobile phone bill.

### **Equipment**

You will need to provide all mobile phone equipment required to use the Service and you will be liable to pay BetaTech for all costs incurred using the Service. You will need to provide all equipment necessary to access the Website, its content and the Service on the World Wide Web and be liable for payment for the telephone call charges at the rates published by the telephone operator with whom you make your calls.

This Service is only available to Maxis (012 and 017), DiGi (016), and Celcom (013 and 019) post paid mobile and prepaid mobile services users respectively. By using the Service, you confirm that you understand that your mobile phone must support the Content download function for the Service to operate. For the purpose of downloading ringtones, your mobile phone must support the respective ringtone format standard. If you are unsure whether your mobile phone supports the ringtone format standard, please consult your mobile phone handbook. BetaTech cannot be held responsible should you

attempt to download an Item onto an incompatible phone and you will be charged regardless.

## **Delivery of Service**

After receiving your download request via SMS, BetaTech will send the Content to the given telephone number. If your download request via SMS is insufficient or incorrect or if BetaTech for any other reason considers it necessary, BetaTech has the right to decline to send the Content without further notice to you. BetaTech shall not be liable in any way for failures, defects or delays in the delivery of the Item, which are caused by one or more of the following reasons:

- your phone does not support the specific Content format;
- your phone does not support SMS;
- your phone is out of range or for some other reason cannot be reached, or;
- some other failure which is not due to BetaTech occurs in communication or otherwise.

## **Termination and Suspension**

BetaTech reserves the right to cancel, withdraw, terminate or suspend the Website, its content and the Service for any reason whatsoever at its sole discretion without notice to you. You agree that BetaTech shall not be liable to you or to any other party for such cancellation, withdrawal, termination or suspension.

## **Copyright Notice**

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## **Trademark Notice**

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## **Disclaimer**

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BetaTech, its related and affiliated corporations do not warrant that the functions contained in the material contained in this Website, its content and the Service will be uninterrupted or error free, that defects will be corrected, or that this Website, its content,

the Service and the servers that makes them available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the materials.

## **Miscellaneous**

If there is any conflict between these Terms and Conditions and rules and/or specific terms of use appearing on this Website, its content and the Service relating to specific material then the latter shall prevail. If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms and Conditions and the remaining Terms and Conditions shall survive, remain in full force and effect and continue to be binding and enforceable. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia without reference to any principle of conflict of laws. Disputes arising out of or related to this Website, its content and the Service shall be exclusively subject to the jurisdiction of the courts of Malaysia. If these Terms and Conditions are not accepted in full, the use of this Website, its content and the Service must be terminated immediately. This Website, its content and the Service may be accessed throughout Malaysia and overseas. BetaTech, its related and affiliated corporations make no representation that the content of this Website and the Service complies with the laws (including intellectual property laws) of any country outside Malaysia. If you access this Website, its content and the Service from outside Malaysia, you do so at your own risk and are responsible for ensuring compliance with all laws in the place where you are located.

## **Rules of Acceptable Use**

You further undertake NOT to use the Website, its content and the Service in a manner that may infringe the rights or restrict the use and enjoyment of the Website, its content and the Service by any third party, and this includes:

- conduct or material which is unlawful, offensive, obscene, indecent, defamatory, seditious, abusive or hateful, false, racial or which may harass, distress or cause inconvenience to any person or invade another's privacy, constitutes an illegal threat or constitutes junk mail, encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international law or regulation;
- use of material in a manner which infringes any copyright, trademark or any intellectual property right;
- use of material protected by trade secret without due authorization;
- impersonating any person or entity including but not limited to a BetaTech official or host or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- unauthorized access or use of data, systems or networks including any attempt to prove, scan or test the vulnerability of a system or network;

- monitoring without authority data or traffic on any network or system;
- using or attaching any viruses, Trojan horses, time bombs, worms or like devices which could damage, interfere, intercept or expropriate any system; or interfering with the service of any user, host or network including but not limited to mailbombing, flooding, broadcast attacks database or placing unreasonable burden on BetaTech system(s);
- circumventing any user authentication or security of any host, network or account (cracking or hacking), and;
- reselling or providing the Website, its content and the Service or any part thereof to another person or entity for profit or otherwise.

BetaTech may in its absolute and unfettered discretion delete or amend the Website, its content and the Service and remove or refuse anything that violates the above acceptable use. BetaTech reserves the right to investigate potential abuses of the BetaTech Rules of Acceptable Use and BetaTech will fully co-operate with investigations of suspected criminal violations, violations of system or network under the leadership of law enforcement or relevant authorities. BetaTech further reserves the right to suspend or terminate your account or right to access the Website, its content and the Service if it is discovered that you have violated or attempted to violate any term of the BetaTech Rules of Acceptable Use.

At BetaTech, we recognise that you are a unique individual with your own distinct preferences. Our aim is to provide you with information and services, which are most relevant to you. In order to achieve this, we need to get to know you and collect information to understand what differentiates you from each of our other users. We may collect information about you in the following way.

### **Use of Cookies**

We may track your visit to this Website, its content and the Service by giving you a "cookie" when you enter. Cookies are pieces of information that websites transfer to your computer's hard drive for record-keeping purposes. BetaTech may use cookies to make visiting our websites and our partner sites easier. Cookies allow us to save passwords and preferences for you so that you will not have to re-enter them the next time you visit. Cookies also help us track user trends and patterns. Cookies also help us collect anonymous click stream data for tracking user trends and patterns. In addition, third party advertising networks may issue cookies when serving advertisements. The use of cookies is now an industry standard, and you will find them used on most major web sites. Most browsers are initially set up to accept cookies. If you prefer, you can reset your browser either to notify you when you have received a cookie, or to refuse to accept cookies. You should understand that areas of certain sites would not function properly if you set your browser to not accept cookies.

### **Use of Personal Information**

Any personal information you provide to BetaTech on this Website is maintained and

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## **Sharing of Information**

The individually identifiable information that you provide, if any, will be used extensively within BetaTech and its related and affiliated corporations to provide a personalized experience to you. Except as described in this Privacy Statement, BetaTech will not willfully disclose individually identifiable information about its users to anyone outside BetaTech's related or affiliated corporations without first receiving that user's permission, preventing this information from appearing in unauthorized mailings and other solicitations. Any modifications to this statement will be posted in this space. We welcome any questions or comments you have; please direct them to [enquiry@betatech.com.my](mailto:enquiry@betatech.com.my). Your experience is extremely important to us and we respect your rights.