

i-*M* rich

These Terms of Service, apply between you and IMIDO APP SDN BHD (referred to as "IMIDO" or "We"). Please carefully read these Terms of Service. By using a i-*M* rich Device, you are agreeing to these Terms of Service.

Terms of Service:

1. This is free data plan for the 12 months from activation date.
2. This free data plan must be activate within 3 months from the date of received.
3. This data plan cannot exchange for cash or rebate for discount.
4. This is data-only plan. Your SIM card cannot be used to make or receive calls or MMS.
5. IMIDO does not warrant or guarantee the availability of internet usage and end user acknowledge and agree that the speed of the internet is provided on a best-effort basis.
6. Upon exceeding the monthly internet quota, further usage to the internet will be restricted and is subject to Fair Usage Policy.
7. Unused quota will be forfeited according to the specific expiry date.
8. All internet quota is applicable for domestic usage only.
9. This offer is only available to persons who have agreed to the i-*M* rich Terms of Service.
10. IMIDO reserve the right to change the terms at any time.

Privacy Statement:

*We take your privacy seriously. You understand and agree that information provided to and collected by IMIDO in connection with the Services is subject to the i-*M* rich Privacy Statement. The i-*M* rich Privacy Statement provides information about how we use your data.*

In order for us to provide you with our Products and/or Services and to operate in an efficient and effective manner by providing you with the best service possible, we need to collect relevant personal information from you. The personal information collected by us may include (but is not limited to) the following:-

- contact information such as your name, date of birth, gender, nationality and race, preferred language, current private and/or business address, telephone or mobile phone number, fax number, email address
 - your mobile phone location (to determine the closest network connection point to enable connection to our network to access mobile internet services)
 - the amount of data that has been received and/or sent by you
- We may collect and use personal information from you or from the category of third parties identified in this Privacy Statement, for one or more of the following purposes:-
- to verify your identity

- to assess and process your application(s) /request(s) for our Products and/or Services
- to provide you with the Products and/or Services you have requested
- to administer and manage the Products and/or Services we provide you (including charging, billing, facilitating payments and collecting debts)
- to investigate and resolve any service issues, billing queries, complaints or other enquiries that you submit to us regarding our network, Products and Services with our customer relations teams
- to keep in contact with you and provide you with any information you have requested
- to process any communications you send us (for example, answering any queries and dealing with any complaints and feedbacks)
- to notify you about benefits and changes to the features of our Products and/or Services
- to conduct marketing activities (for example, market research)
- to maintain records required for security, claims or other legal purposes
- to comply with legal and regulatory requirements
- for any other purposes that is required or permitted by any law, regulations, guidelines and/or relevant regulatory authorities

Warranties & Disclaimers:

We provide the third party services base on best effort basis and we hope that you will enjoy using them. But there are certain things that we do not promise about our third party services.

OTHER THAN AS EXPRESSLY SET OUT IN THE TERMS OR IN A SEPARATE AGREEMENT PROVIDED TO YOU BY i-*M* RICH OR AN AGENT THEREOF, NEITHER i-*M* RICH NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES PROVIDED TO YOU BY i-*M* RICH, ITS DISTRIBUTORS, OR SUPPLIERS. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTION OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES AND EQUIPMENT "AS IS." SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Liability for the Services:

You agree that neither we nor our affiliates, agents, employees, representatives, vendors, suppliers, licensors, or distributors are responsible for any damages resulting from any of the following:

- Providing or failing to provide the Services, including, but not limited to, deficiencies or problems with a device or network coverage (for example, dropped blocked, interrupted services, etc.);
- Data content or information accessed while using the Services;
- Interrupted, failed, or inaccurate location information services;
- Information or communication that is blocked by a spam filter;
- Unauthorized interception of your communications by a third party;
- Damage to your mobile device or any computer or equipment connected to your mobile device, or damage to or loss of any information stored on your device, computer or equipment from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video or audio;

I-*M* RICH AND ITS SUPPLIERS AND DISTRIBUTORS WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

IN ALL CASES, I-*M* RICH AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

i-M rich Warranty Policy:

This warranty is subject to the following terms and conditions:

- This warranty of the Product extends for a period of 12 months for the Host unit, 3 months for Battery and Charger, and 3 months for Earphone commencing from the date of purchase.
- The defective unit along with the sales invoice must be brought or sent to the Authorized Service Centre, during normal working hours, by end customer at his own expense.
- Any defect arising due to misuse of the unit, damages due to liquid ingress, or physical abuse, or normal wear and tear will not be covered by this warranty
- The warranty is void if the unit is tampered with, altered or repaired by unauthorized persons.
- The warranty is void if the serial number of the unit is deleted, defaced or altered rendering it difficult to identify the instrument.

- There are no customer serviceable parts inside the unit and hence the same should not be opened by the user or any person other than the authorized service personnel. The warranty is void if the warranty seal on the unit is broken.
- Damages caused to the unit, by accidents, lightning or any other acts of God are not covered by this warranty.
- Whether defective items or components are to be replaced or repaired shall be left to the sole discretion of Supplier. In case of replacement of a part, the defective part removed from the unit becomes the property of IMIDO APP SDN. BHD.
- Except for the express warranties set forth above, IMIDO APP SDN. BHD. grants no other warranties, express or implied, by statute or otherwise, regarding the product, fitness for any purpose or otherwise. IMIDO APP SDN. BHD. shall not be liable for the loss of use of the product, inconvenience, loss or any other consequential damage, arising out of the use of or inability to use the product or for breach of any express or implied warranty.