

## Terms and Conditions

### 1. Customer Responsibility

Customer agrees and undertakes to:-

**A.** Be Responsible not using Trio Mobile service:

- i. To send unsolicited or unwelcome messages;
- ii. For any purpose which is against the public interest, public order or national harmony;
- iii. to provide information that is offensive on moral, religious, communal or political grounds.
- iv. for spamming activity. "Spamming" shall mean (i) a situation where SMS are sent to Mobile Subscribers without their prior consent and/or (ii) any unlawful or fraudulent SMS.
- v. for scamming activity. "Scamming" shall mean (i) Providing misleading information in any manner which may infringe the copyright, patent, trademark, trade secret or other proprietary rights of any third party or rights of privacy.

**B.** Indemnify Trio Mobile and hold Trio Mobile harmless from and against any and all claims, actions, proceedings, damages, liabilities, costs (including reasonable legal costs and expenses), expenses, losses, including consequential losses incurred or suffered by Trio Mobile that may be caused by or arise, whether directly or indirectly from the content provided by Customer and/or any breach of this Agreement by Customer.

**C.** Keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorized use of your account or breach of security, including loss, theft or unauthorized disclosure of your password or other security information.

### 2. Intellectual Property

**A.** Trio Mobile will retain all rights and title to Trio Mobile services and any of its trademarks, trade names, names, brands, logos, symbols and other proprietary designations and no transfer of rights is made under this Agreement. Customer does not have the right to use Trio Mobile's trademark, trade name or any intellectual property rights whatsoever.

**B.** Customer will retain all rights and title to the content and any of its trademarks, trade names, names, brands, logos, symbols and other proprietary designations and no transfer of rights is made under this Agreement. Trio Mobile does not have the right to use Customer's content, trademark, trade name, or any intellectual property rights whatsoever.

### **3. Charges / Fee**

**A.** Credits will be deducted from Customer's account for all SMS requests sent to Trio Mobile service.

**B.** Penalty fee will be imposed for any non-compliance with the terms in this Agreement. Penalty fee varies in accordance with non-compliance activity.

**C.** In the event Trio Mobile has no access to the operator SMS system; no SMS can be processed and sent. Trio Mobile shall have no liability for any damages caused by such non-availability.

### **4. Confidentially**

**A.** Each party shall keep all information confidential and shall not without the prior consent in writing of the Disclosing Party copy or disclose to any third party information or any contents of any documents.

**B.** Each party acknowledge and agree that all confidential information disclosed by or on behalf of the party disclosing such information shall be and remain the property of the Disclosing Party.

**C.** The foregoing obligations shall not apply to any information which:

- i. was already in the public domain or becomes so through no fault of the Receiving Party;
- ii. was known to the receiving party prior to disclosure by the disclosing party as proven by the written records of the receiving party.

### **5. System Upgrade**

**A.** Trio Mobile and operators have the right to perform maintenance and upgrade of MCP and their respective services. Customer has no right to claim any compensation whatsoever for such interruption.

### **6. FORCE MAJEURE**

**A.** Trio Mobile shall not be liable for any breach of this Agreement caused by Acts of God, insurrection of civil disorder, war, or military operations, national or local emergency, acts or omissions of Government, highway authorities or other competent authority, industrial disputes of any kind, fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies which are outside of Trio Mobile reasonable control.

## 7. Suspension of Service

**A.** If Customer does not comply with the terms in this Agreement, Trio Mobile reserves the right to suspend the provision of Trio Mobile services or any part thereof immediately without any liability or obligation to Trio Mobile.

**B.** Each Operator has the right to demand Trio Mobile to immediately disconnect any Content from access to Trio Mobile without cause or explanation. If Operator has made such demand, Trio Mobile will inform Customer immediately related to such disconnection and Trio Mobile will disconnect such content without any liability or obligation.

## 8. Limitation of Liability

**A.** Trio Mobile will not be liable for any loss or damage arising from loss of business, revenue or profits, anticipated savings or wasted expense, corruption, destruction or loss of data or video, costs of substitute services of any nature whatsoever, breach of privacy or security of communication or for any indirect, special or consequential loss whatever including those arising from or occasioned by; including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, "hacking", theft, operator errors, unauthorized access, any malfunction or defect in the MCP services or environmental conditions.

## 9. Refunds

**A.** Refunds will not be provided for any service ordered unless otherwise specified. Trio Mobile do not provide credit, refunds, or prorated billing. The latter shall not prevent any refund to be made according to the applicable customer protection laws.

## 10. Delivery Method and Timing

**A.** For any service ordered, Trio Mobile will deliver it upon full payment validation in respect to automatically or manually.

**B.** For any successful service ordered, Trio Mobile will deliver it within one (1) working day as standard practice. In condition where a longer delivery time frame is required, customers will be well informed via corresponding details specified in the order by call, email or text.