



Quotation

	Date
	Company Name
	Company Address 1
	Company Address 2
	Tel No.
	Fax No.
	Email add.

Re : Quotation For GO!SMS - SMS

With reference to our discussion, we are pleased to submit our quotation as follow:-

No	Item	Unit	Unit Cost (RM)	TOTAL (RM)
(A) Modular Cost (One Off)				
1	Broadcast - Prepaid	1	100.00	100.00
	Advance SMS purchase Malaysia (subject to 5% tax)	1000	105.00	105.00
TOTAL				205.00

Terms & Conditions :

(A) Payment Terms :

- Modular Cost (One-Off Fee) : Full payment (100%) - Prior to activation of account. (for Pre paid)
30 days from the date of invoice. (for Post paid)
- SMS Cost (Usage) : Full payment (100%) - Prior to activation of account and/or allocation of SMS credits (for Pre paid)
30 days from the date of invoice. (for Post paid)
- Interest : Interest of 18% p.a. will be levied on all outstanding payment.

(B) Conditions :

- Modular Cost : If your account was not active (no transaction at all) for consecutive 6 Months, thereafter the Modular Cost will re-apply.
- Termination of Service : One (1) Month Notice in writing is required, otherwise Invoice will be issued accordingly.
- SMS Package : Un-used SMS Allocation can be carried forward to the subsequent service period.
- Excess Fee : Excess SMS Usage will be charged as per Variable SMS Cost, due 30 days from Invoice date.
- Cheque Payment : All Cheques must be made payable to "**Moblife.TV Sdn. Bhd.**" in Ringgit Malaysia.
CIMB Bank: 1471-000642-05-9

(C) Remarks :

- Redeemable Free SMS (if any) must be fully utilised within the stipulated period :

Month :	N/A
Quarter :	N/A
Half Yearly :	N/A

Other Conditions :

- Masking & Keyword
- Premium Billing Charges

(Refer to Appendix attached - if any)

- Redeemable Free SMS **WILL NOT** be carried forward to the subsequent service period.
- Modular database and historical SMS transactions will only be kept for a rolling 3 months from the date of service. Therefore, Client is required to export and maintain these information externally, for own future references.
 - Client is required to utilise Local Shortcode owned and maintained by MNC Consulting Sdn. Bhd. only.
 - Any usage of SMS prior to the activation date will be charged accordingly as per Variable SMS Cost (unless otherwise agreed).



5) The SMS broadcast service is only for broadcasting to Malaysia mobile numbers. Prior arrangement need to be made with MNC Consulting Sdn. Bhd. should you require to broadcast SMS to countries outside Malaysia. All SMS sent to Non Malaysia Mobile numbers without prior arrangement will be charged at MNC Consulting Sdn Bhd standard rate for the respective countries.

6) **Special Term to Client :** The Modular Cost for GO!SMS Broadcast has been discounted.

(D) Service Level :

- 1) MNC Consulting Sdn. Bhd. shall use its reasonable endeavour to ensure a 24 hours x 7 days x 365 days per annum Service availability of Modular Application to the Client. However, shall not be responsible for any failure or delay as per Exclusion Clauses in Clause E.
- 2) MNC Consulting Sdn. Bhd. normal working hours are 9.00 am to 6.00 pm, Monday through Friday.
- 3) MNC Consulting Sdn. Bhd. will make available to the Client any Software or Modular Application upgrades and new releases.

(E) Exclusion Clauses :

The Support and Services shall not include the following :-

- 1) If the Software or Modular Application is not used in accordance to the User Guide.
- 2) If the defect is caused by a third party database, tools and any objects malfunction.
- 3) If the defect in and / or reduced functioning of the Software or Modular Application is caused by computer hardware, networking and / or third party software which MNC Consulting Sdn. Bhd. is not obliged to provide under the terms of this Cost Estimates.
- 4) MNC Consulting Sdn. Bhd. shall not be responsible for any failure or delay in meeting any responsibility or obligation under this Cost Estimates for the following items:
 - (i) Unscheduled Telcos' Systems downtime.
 - (ii) Telcos' Leased-lines downtime.
 - (iii) Unscheduled power failure for duration that outlasts MNC Consulting Sdn. Bhd.'s UPS batteries.
 - (iv) Events beyond the reasonable control of MNC Consulting Sdn. Bhd.
 - (v) Negligence, or any act or omission of Client or third party service provider in relation to this Cost Estimates.

(F) Other Terms & Conditions :

- 1) Client shall not use the Service to send any SMS message, posting, data or material which is offensive on moral, religious or racial grounds or any threatening, harmful, unlawful, abusive, harassing defamatory, vulgar, obscene, profane, hateful, or otherwise objectionable material of any kind, including but not limited to, any material which encourages conduct that would constitute a criminal offence, civil liability or otherwise violate any local or international law; or for any purpose which is against public interest, public order or national harmony; or in violation of any laws relating to unfair competition, anti-discrimination or false advertising.
- 2) The Client shall indemnify MNC Consulting Sdn Bhd from and against any liability or expenses arising from any claims for invasion of privacy, infringement of copyright, patent or breach of any regulation arising from the material transmitted, received or stored via MNC Consulting Sdn Bhd's GO!SMS portal.
- 3) The Client shall not resell or sublet the service to any third parties without the prior written consent from MNC Consulting Sdn Bhd.
- 4) Both the Client and MNC Consulting Sdn Bhd hereby undertake with each other that, it shall not at any time hereafter, without prior written consent of the other party, use or divulge or communicate to an person in any manner whatsoever any information contained in this contract and in the GO!SMS portal.
- 5) The Client shall only Broadcast information to their members and customers who had purchased or utilised their products and services and/or agreed to receive periodic information from the Client.

Choy Wai Hun
 Head of Business Development

Thresa Thian
 Assistant Manager - Business Development

Date :

Date :



Acceptance

I/We hereby accept the above quotation and all the terms & conditions :-

Accepted by :

Name :

Designation :

Date :

Company Seal