

TIME WHOLESALE BROADBAND RESALE POLICY

This Wholesale Broadband Resale Policy (“Policy”) sets out the standardised framework governing the sales, promotion, use and resale of TIME Wholesale Broadband (“Wholesale Broadband”) product and/or services provided by TT dotCom Sdn. Bhd. and/or its affiliates within the TIME Group of Companies (“TIME”) to its Wholesale customers and/or reseller (“Customer”).

This Policy shall be read together with the Agreement (as defined in the Wholesale General Terms and Conditions) and all other applicable policy issued by TIME, including but not limited to TIME Usage Policy.

The purpose of this Policy is to establish rules and standard framework to govern the permitted sales, promotion, use and resale of Wholesale Broadband product and/or services, including the applicable resale arrangements, regulatory compliance obligations and restrictions against misuse of the Wholesale Broadband product and/or services by Customer.

This Policy applies to all Customer of Wholesale Broadband Product and/or services and all Wholesale Broadband requirements shall be subject to and governed by this Policy before the product and/or service is quoted, ordered, provisioned activated or resold by the Customer.

TIME reserves the rights to vary, amend, and/or update this Policy from time to time as it deemed necessary in accordance with its corporate policy, business direction and regulatory requirements, in which case the revised and/or updated Policy shall supersede and prevailing over all prior versions. Customers shall comply and be responsible for ensuring continued compliance with the prevailing Policy throughout the service term of the applicable service order(s) and/or in so far as the Customer is enjoying, using, capitalising, or profiting from the Wholesale Broadband product and/or services.

Failure to comply with this Policy may constitute a breach of the applicable agreement, service order or any contractual relation that TIME has with the Customer and TIME reserved the rights to take all action necessary to protect its Wholesale Broadband product and/or services, its network, its other customers and/or in compliance to applicable laws, including but not limited to, suspension and/or termination of the affected Wholesale Broadband service.

Permitted Use of Wholesale Broadband

Wholesale Broadband may be subscribed for either Customer's Own Use or Resale purposes, subject to the applicable conditions and requirements under this Policy.

A. FTTO Usage Requirements

1. Own Use

- 1.1 The Wholesale Broadband services shall only be for the Customer’s own use and enjoyment. E.g. If the Customer is a Company, the use and enjoyment is limited to the employees or personnel of the Company for its business purpose and operation only.
- 1.2 Where the Customer intends to resell the Wholesale Broadband service instead of own use, the Customer must comply with the applicable resale requirements under this Policy before commencing any resale activity.

2. Resale

Where the Wholesale Broadband service is intended for resale by the Customer, the following conditions and requirements shall apply to the Customer:

2.1 Allow only One-to-One Resale

- a) The Wholesale Broadband service may only be resold on a strict one-to-one basis. In the event where one Wholesale Broadband service is provided to or resold by the Customer to an end customer at the same termination location that has been specified to TIME by the Customer, splitting or redistribution of that one Wholesale Broadband service to multiple customers is strictly prohibited.

Example: Company A re-sell Wholesale Broadband (1G) to Company B, Company A shall ensure that Company B uses the Wholesale Broadband (1G) for its own use and not split the Wholesale Broadband (1G) to four (4) other end users at 250Mbps each.

- b) The Customer shall ensure that the terms and conditions between TIME and Customer shall flow down or in any case, the Customer's engagement with the end customer shall contain provisions that are no less favourable or protective of TIME. The Customer shall not make any representations, warranty or commitments regarding Wholesale Broadband on behalf of TIME, or that is inconsistent with the terms and conditions governing Wholesale Broadband. The Customer shall be responsible for the acts, omissions and liability of the end customer in connection with Wholesale Broadband and TIME reserves its right to claim from the Customer for any breach, damages or losses suffered due to the Customer and/or end customer's use or breach of Wholesale Broadband.

2.2 Permitted up to One Resale Layer

- a) Resale is permitted up to one reseller level only as per the following example:

Example: TIME → Customer (Reseller A) → End Customer

- b) Where Reseller A intends to resell the Wholesale Broadband service to another reseller instead of end customer that uses the Wholesale Broadband for own use, prior written approval from TIME must be obtained before such arrangement is initiated and/or implemented by Reseller A.

2.3 Possesses a valid license/licence under CMA 1998

- a) Each Customer who re-sell and/or any reseller(s) beyond the Customer who re-sells to end customer that is involved in the resale arrangement shall hold and maintain all licences, registrations, approvals and/or authorisations required by the Malaysian Communications and Multimedia Commission ("MCMC") and all applicable laws for the activities undertaken by the reseller in such reselling arrangement¹

2.4 Compliance with MSQoS

- a) Where applicable, Customer who re-sell and/or any reseller(s) beyond the Customer who re-sells to end customer shall comply with the prevailing Mandatory Standards for Quality of Service ("MSQoS") issued by MCMC.²

¹ Source: Communications and Multimedia (*Licensing*) Regulations 2000., Section 20. Network Service provider individual licence "Network Service Provider ("NSP") Individual licence is required for providing an "access application service," i.e., Internet Access services to another Access Application Service ("ASP") class licensee.

² Source: *Commission Determination on Mandatory Standard for Quality of Service (Customer Service) – No 4 of 2021*, Licensees subject to these mandatory standards

4. All NSPs and ASPs providing public cellular service and/or wired broadband access service and/or wireless broadband access service are subject to the mandatory standards specified in this Determination ("Mandatory Standards"). NSPs and ASPs should ensure that other providers who can affect the quality of service provided by the NSPs and ASPs are bound by a service level agreement which enables the NSPs and ASPs to meet these Mandatory Standards.

2.5 Customer Accountability

- a) The Customer contracting directly with TIME who resell shall remain fully responsible and accountable to TIME for the compliance of this Policy and ensure any reseller(s) beyond the Customer who re-sells to end customer also comply with this Policy, including the activities of any approved downstream reseller(s).

B. Resale Restrictions

- a) Customers and any downstream reseller beyond the Customer SHALL NOT:
 - 1. Split one Wholesale Broadband service or bandwidth connection for resale to multiple end customers.
 - 2. Use one Wholesale Broadband service to provide multiple separately sold or separately billed services to different end customers.
 - 3. Redistribute the Wholesale Broadband service to multiple unrelated users, businesses, tenants, premises or locations.
 - 4. Resell or provide the Wholesale Broadband service without the applicable regulatory licence, registration, approval or authorisation.
 - 5. Misrepresent, distort, falsify the intended use of the Wholesale Broadband or resale arrangement to TIME.
 - 6. Use the Wholesale Broadband service for any purpose outside the scope approved by TIME or contrary to the applicable Service Schedule, Service Order or Agreement.
 - 7. Permit any downstream reseller to undertake an activity that would otherwise be prohibited under this Policy.

C. Back-to-Back Resale Obligations

- a) Upon written approval by Time, where the Customer resells the FTTO service to another reseller(s) beyond the Customer who re-sells to end customer, the Customer shall ensure that the relevant obligations under this Policy are incorporated into and flowed through its contractual arrangement with the downstream reseller.
- b) The back-to-back or flow down obligations shall include, where applicable:
 - 1. The one-to-one resale requirement;
 - 2. Prohibition against service splitting;
 - 3. Applicable MCMC licensing and regulatory requirements;
 - 4. Applicable MSQoS requirements;
 - 5. Restrictions on further resale or redistribution;
 - 6. Compliance and information-sharing obligations; and
 - 7. Suspension and termination provisions for non-compliance.
- c) Where a downstream reseller beyond the Customer further resells the service, the same applicable requirements shall be imposed on the next reseller in the resale chain until and including the one who re-sells to end customer.
- d) The Customer contracting directly with TIME shall remain liable to TIME for any non-compliance of this Policy notwithstanding the involvement of one or more downstream reseller beyond the Customer who re-sells to end customer.
- e) In any case, the Customer and another reseller shall ensure that perimeters as stipulated in paragraph 2.1 above, shall flow through to the end customer.

E. Regulatory Compliance

- a) The Customer and any downstream reseller shall comply with all applicable laws, regulatory requirements, licences, registrations, approvals, standards and directions issued by the relevant authorities.
- b) Where applicable to the service provided, the Customer and/or reseller shall comply with MCMC's prevailing MSQoS requirements.
- c) Each reseller is responsible for ensuring that it holds the appropriate regulatory authorisation for the services it provides.
- d) TIME may request from the Customer or procure the Customer to request from all of the downstream reseller evidence of such licence, registration, approval or regulatory compliance at any time.
- e) The Customer shall promptly notify TIME where:
 - 1. An applicable licence or registration expires;
 - 2. A licence or regulatory approval is suspended or revoked;
 - 3. A regulatory restriction is imposed on the Customer or downstream reseller; or
 - 4. Any other regulatory change may affect the resale of the Wholesale Broadband service.

F. Customer Responsibility and Accountability

- a) The Customer entering into the Agreement with TIME shall remain the primary party responsible for the Wholesale Broadband service.
- b) The Customer shall be responsible and accountable for the following , not limited to:
 - 1. Ensuring the service is used in accordance with the declared Own Use or Resale arrangement under this Policy;
 - 2. Ensuring compliance with the one-to-one resale requirement;
 - 3. Ensuring downstream resellers comply with all applicable requirements;
 - 4. Maintaining the applicable licences and regulatory approvals;
 - 5. Maintaining appropriate records relating to the resale arrangement;
 - 6. Providing information reasonably requested by TIME for compliance verification; and
 - 7. Rectifying any non-compliant downstream arrangement.
- c) The appointment, involvement, act or omission of downstream reseller beyond the Customer shall not release the Customer from its obligations to TIME.

G. Monitoring and Compliance

- a) TIME reserves the right to audit and/or verify compliance by Customer or one or more downstream reseller beyond the Customer who re-sells to end customer, with this Policy where reasonably required.
- b) TIME may request information relating to:
 - 1. The service location;
 - 2. The downstream customer or reseller;
 - 3. Service mapping;
 - 4. Applicable regulatory licences or approvals;
 - 5. The technical arrangement;

6. The use of the Wholesale Broadband service; and
7. Any other information reasonably required to verify compliance.

- c) The Customer shall provide reasonable cooperation and supporting information requested by TIME including procuring cooperation and supporting Information from one or more downstream reseller beyond the Customer who re-sells to end customer.

H. Non-Compliance

- a) Where TIME suspects or identifies non-compliance with this Policy, TIME may require the Customer to rectify or Customer to procure the downstream reseller beyond the Customer who re-sells to end customer to rectify the non-compliant arrangement or migrate the affected service to an appropriate compliant arrangement.
- b) Where the Customer fails to rectify or fails to procure the downstream reseller beyond the Customer who re-sells to end customer to rectify the issue or non-compliant within the required timeline, TIME may at its sole discretion take further action in accordance with the applicable Agreement, including restriction, suspension and/or termination of the affected Wholesale Broadband service.
- c) TIME may take immediate or accelerated action where the non-compliance creates or may have significant risk or adverse effect from regulatory, legal, network or operational perspective.
- d) Examples of non-compliance includes but not limited to:
 1. Unauthorised resale;
 2. Service splitting;
 3. One-to-many resale;
 4. Resale without the applicable regulatory authorisation;
 5. Non-compliance with applicable MSQoS requirements;
 6. Failure to establish required back-to-back obligations;
 7. Use of an unauthorised service location; and
 8. Misrepresentation of the actual use or resale arrangement.

I. General Terms

- a) The examples and restrictions contained in this Policy are not exhaustive.
 - b) TIME reserves all rights available under the applicable Agreement and applicable law.
 - c) Any exception to this Policy shall require TIME's prior written approval and may be subject to additional technical, commercial, legal and/or regulatory conditions or requirements.
 - d) Approval of an exception for one service or Customer shall not constitute approval for any other service, Customer or future arrangement.
 - e) The Customer shall continue to be bound by all other applicable TIME policies, terms and conditions governing the Wholesale FTTO service.
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