**THIS SEWAJE DEVICE RENTAL AGREEMENT IS MADE ON _____**

BETWEEN

**ICT ZONE VENTURES BHD**

(Company No.: 201001003516 (888104-M))

(the “Company”)

AND

(Customer Name)

(NRIC No.:)

(the “Customer”)

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**SEWAJE DEVICE RENTAL AGREEMENT**

Agreement No.:

Order No.:

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# SEWAJE DEVICE RENTAL AGREEMENT

## MAIN AGREEMENT CLAUSES

### 1 Definitions and Interpretation

### 1.1 Definitions

In this Agreement, unless the context otherwise requires:

**"Agreement"** means this SewaJe Device Rental Agreement, including the Cover Page, these Main Agreement Clauses, the Electronic Acceptance Page, Schedule 1, Schedule 2, the SewaJe Terms and Conditions, and any order confirmation, invoice, receipt, payment record, delivery record, fulfilment record or other document issued or accepted by the Company in connection with the SewaJe Programme.

**"Agreement Date"** means the date on which this Agreement is formed, being the date when both Customer Acceptance and Company Acceptance have occurred.

**"Business Day"** means a day other than Saturday, Sunday or a public holiday in Kuala Lumpur, Malaysia.

**"Company"** means ICT Zone Ventures Bhd (Company No.: 201001003516 (888104-M)), operating the SewaJe Programme under Komputer Murah Online.

**"Customer"** means the individual customer or MSME customer whose particulars are set out in Schedule 1 of this Agreement and who applies for, rents, receives, uses or returns the Device under the SewaJe Programme, subject to this Agreement.

**"Company Offer"** means the Company's offer to rent the Device to the Customer under the SewaJe Programme, on the terms set out in this Agreement and the SewaJe Terms and Conditions.

**"Customer Acceptance"** means the Customer's electronic acceptance of the Company Offer by ticking the required agreement checkbox and clicking the "Proceed to Payment" button through the SewaJe checkout process, as recorded in the Electronic Acceptance Page of this Agreement.

**"Company Acceptance"** means the Company's electronic acceptance and confirmation of the Customer's order after the Customer accepts the Company Offer through Customer Acceptance and the Company receives successful payment confirmation, as recorded in the Electronic Acceptance Page of this Agreement.

**"eKYC"** means any electronic identity, customer, payment, address, document, business, fraud, eligibility or verification process required by the Company in connection with the Customer's application, order, payment, delivery, rental, return, support, recovery, deemed disposal or closure of the rental arrangement under the SewaJe Programme.

**"MSME"** means a Malaysian micro, small or medium enterprise approved by the Company to participate in the SewaJe Programme, including any sole proprietorship, partnership, company, enterprise or other business entity, subject to the Company's verification, approval and any additional documentation required by the Company.

**"SewaJe Programme"** means the SewaJe rent-to-use ICT device programme by Komputer Murah Online / ICT Zone Ventures Bhd, including any return option, warranty, insurance arrangement, payment arrangement and customer support process offered by the Company from time to time.

**"SewaJe Terms and Conditions"** means the SewaJe Programme Terms and Conditions issued by the Company and accepted by the Customer, as may be updated by notice to the Customer, provided that any update shall not affect rights, obligations or liabilities accrued before the update takes effect, unless required by law or agreed by the Customer.

**"Device"** means the ICT device rented by the Customer under the SewaJe Programme, including any charger, adapter, bag, wired mouse, accessory, replacement device, substituted device, component, asset tag, serial label, security label, manual or other item provided by the Company together with the device.

**"Selected Device Option"** means the selected device option stated in Item 11 of Schedule 1 of this Agreement.

**"Rental Period"** means the rental period stated in Item 12 of Schedule 1 of this Agreement, subject to early return, termination, Default, Deemed Disposal Event, Total Loss or any other provision of this Agreement.

**"Monthly Rental"** means the monthly rental amount payable by the Customer for the Device, as stated in Item 13 of Schedule 1 of this Agreement and/or the relevant checkout page, order confirmation or invoice.

**"Deposit"** means the security deposit payable by the Customer before release of the Device, as stated in Item 14 of Schedule 1 of this Agreement and/or the relevant checkout page, order confirmation or invoice.

**"Minimum Rental Period"** means the minimum rental period stated in Item 15 of Schedule 1 of this Agreement.

**"Rental Start Date"** means the date stated in Item 16 of Schedule 1 of this Agreement, being the date on which successful payment is confirmed by the payment gateway for the Deposit, First Month Rental and any applicable charges payable before release of the Device.

**"Rental End Date"** means the rental end date stated in Item 17 of Schedule 1 of this Agreement.

**"Return Due Date"** means the final date by which the Device must be returned to and accepted by the Company, as stated in Item 18 of Schedule 1 of this Agreement or otherwise determined in accordance with this Agreement.

**"Payment Method"** means the payment method stated in Item 19 of Schedule 1 of this Agreement or any other payment method approved by the Company, including recurring payment, auto-debit, e-mandate, card-on-file, online banking, payment gateway, manual payment or any other payment channel approved by the Company.

**"Fulfilment Method"** means the fulfilment method stated in Item 20 of Schedule 1 of this Agreement.

**"Fulfilment Address / Location"** means the fulfilment address or location stated in Item 21 of Schedule 1 of this Agreement.

**"First Month Rental"** means the first monthly rental amount payable by the Customer before release of the Device.

**"Return Grace Period"** means the seven (7)-day period after the relevant Monthly Billing Date, during which the Device must be received by the Company for the Customer to be eligible for a refund of the Monthly Rental charged for that monthly billing cycle, subject to this Agreement, inspection, acceptance of return and Company approval.

**"Monthly Billing Date"** means the recurring monthly billing date for the Monthly Rental, as determined in accordance with Clause 5.3 of this Agreement.

**"Device Condition"** means the physical, functional and operating condition of the Device as determined by the Company upon inspection, taking into account fair wear and tear, hardware condition, cosmetic condition, missing accessories, physical damage, liquid damage, unauthorised repair, tampering, misuse, user error and any other relevant factor.

**"Late Payment Charge"** means the late payment charge imposed in accordance with Clause 7.5 of this Agreement.

**"Default"** means any event or circumstance described in Clause 17.1 of this Agreement.

**"Deemed Disposal Event"** means any situation where the Customer does not return the Device to the Company when required under this Agreement, unless the matter is treated as a Total Loss.

**"Disposal Amount"** means the amount payable by the Customer after a Deemed Disposal Event, as reasonably determined by the Company, less any Deposit applied by the Company. This may include the Device replacement value, unpaid Monthly Rental, unpaid charges, recovery cost, administrative cost, legal cost, applicable taxes and any other amount payable under this Agreement.

**"Total Loss"** means any situation where the Device is, in the Company's reasonable opinion, lost, stolen, missing, destroyed, damaged beyond economical repair, damaged beyond repair, or cannot be returned because of loss, theft, destruction or damage.

**"Total Loss Amount"** means the amount payable by the Customer if a Total Loss occurs, as reasonably determined by the Company, including any Device replacement value, repair cost, insurance excess, rejected or uncovered insurance amount, unpaid Monthly Rental, unpaid charges, recovery cost, administrative cost, legal cost, applicable taxes and any other amount payable under this Agreement, less any Deposit applied by the Company.

**1.2 Interpretation**

In this Agreement:

a. references to the singular include the plural and vice versa;
b. references to one gender include all genders;
c. references to a person include an individual, company, partnership, business, association, body corporate, unincorporated body or any other legal or commercial entity;
d. references to the Customer include, where applicable, an individual Customer or an MSME Customer;
e. references to clauses and schedules are references to the clauses and schedules of this Agreement;
f. headings are for convenience only and do not affect interpretation;

g. references to any law include any amendment, re-enactment or replacement of that law; and
h. any approval, confirmation, inspection, assessment or determination by the Company shall be made reasonably, unless expressly stated otherwise.

## 2 Formation of Agreement and Electronic Acceptance

### 2.1 Company Offer

The Company offers to rent the Device to the Customer under the SewaJe Programme, subject to this Agreement and the SewaJe Terms and Conditions.

### 2.2 Customer Acceptance

The Customer accepts the Company Offer by giving Customer Acceptance during the SewaJe checkout process on the SewaJe website, customer portal or any other electronic platform approved by the Company.

### 2.3 Customer Confirmation

By giving Customer Acceptance, the Customer confirms that:

a. the Customer has read, understood and agreed to be bound by this Agreement and the SewaJe Terms and Conditions;
b. the Customer understands the payment terms, Rental Period, Deposit terms, return conditions, Company ownership of the Device, warranty terms and applicable fees; and
c. all information, documents and declarations provided by the Customer are true, complete, accurate and not misleading.

### 2.4 Agreement Formation

This Agreement between the Company and the Customer is formed when the Customer has accepted the Company Offer through Customer Acceptance and the Company has given Company Acceptance.

### 2.5 Electronic Records as Evidence

To the extent permitted under the Electronic Commerce Act 2006 and other applicable laws of Malaysia, the Customer agrees that the Company may rely on electronic records as evidence of any matter relating to this Agreement, including:

a. acceptance records, including checkbox records, electronic acceptance records, timestamps and system logs;
b. payment records, including payment gateway records, transaction records, recurring billing records, failed payment records and refund records;
c. customer portal records, including account records, dashboard records, support tickets, return requests, warranty requests, insurance claim records and document uploads;
d. fulfilment and Device records, including delivery records, courier records, pickup records, fulfilment records, Schedule 2 records, serial number records, asset tag records and Device inspection records; and
e. communication records, including email, WhatsApp, SMS, platform notification, call records, support channel records and other written or electronic communications.

## 3 Customer Eligibility, Registration and Verification

### 3.1 Eligibility

The SewaJe Programme is available to eligible individual customers and MSME customers, subject to the Company's approval.

### 3.2 Individual Customer

Where the Customer is an individual, the Customer must be at least eighteen (18) years old, legally capable of entering into this Agreement, provide accurate personal and contact information, and complete all required eKYC processes to the Company's satisfaction.

### 3.3 MSME Customer

Where the Customer is an MSME, the Customer must provide all business, owner, director, representative, contact, address and verification information required by the Company, and complete all required eKYC processes to the Company's satisfaction.

### 3.4 eKYC Verification Requirements

The Company may require the Customer to complete eKYC verification steps, including mobile number verification, email verification, NRIC upload, selfie with NRIC, emergency contact submission, address verification, payment verification, delivery verification, business verification or any other verification step required by the Company.

### 3.5 Right to Reject, Suspend or Cancel

The Company may reject, suspend or cancel the Customer's application, order, rental arrangement or Device release if:

a. the Customer fails to complete any required eKYC verification process;
b. any information or document provided is incomplete, inaccurate, false, suspicious, expired, unclear or misleading;
c. payment is unsuccessful, reversed, charged back, disputed or otherwise not received by the Company;
d. the Customer fails any internal approval, fraud screening, risk screening or compliance review;
e. the Customer is suspected of fraud, misuse, unlawful activity or breach of this Agreement;
f. the selected Device is unavailable, out of stock, no longer suitable for release, or cannot reasonably be fulfilled; or
g. the Company reasonably determines that approval or continuation of the rental arrangement may expose the Company to risk.

Where the Company cancels the order before Device release due to failed verification, Device unavailability, stock issue or fulfilment failure, the Company shall process a refund of the amounts paid by the Customer within up to seven (7) Business Days from the date of cancellation, subject to the Company's refund process and any payment gateway, bank or payment provider processing time.

### 3.6 Rental Limit

Unless otherwise approved by the Company, each household or MSME customer may rent a maximum of three (3) Devices under the SewaJe Programme.

### 3.7 One Device Per Agreement

Unless otherwise approved by the Company, each Device rented under the SewaJe Programme shall be subject to a separate agreement, order, Deposit, Rental Period, payment record, return record, default assessment and deemed disposal assessment.

## 4 Rental of Device

### 4.1 Agreement to Rent

Subject to this Agreement, the Company agrees to rent the Device to the Customer, and the Customer agrees to rent the Device from the Company, for the Rental Period.

### 4.2 Device Option and Availability

The selected Device option is stated in Item 11 of Schedule 1 of this Agreement. The actual brand, model and unit supplied are subject to stock availability, fulfilment status and Company approval.

### 4.3 Substitution of Device

The Company may provide a Device of a different brand or model from the Customer's preferred or selected brand or model, provided that the Device is of a similar or higher category or specification than the selected Device option, subject to stock availability.

### 4.4 No Guaranteed Specific Unit

Unless expressly confirmed by the Company in writing, the Customer is not guaranteed any specific brand, model, serial number, cosmetic grade, batch or individual unit.

### 4.5 Quiet Possession

During the Rental Period, the Company shall not interfere with the Customer's possession and use of the Device except as permitted under this Agreement, the SewaJe Terms and Conditions or applicable law.

### 4.6 Refurbished Device Condition

The Device may be refurbished, unless expressly stated otherwise in the checkout page, order confirmation, invoice, Schedule 2 or the Company's written confirmation. The Device shall be provided in working condition as determined by the Company, subject to stock availability, fair wear and tear, cosmetic condition and the specifications stated in Schedule 2 or the Company's system record.

## 5 Rental Period, Billing and Return Due Date

### 5.1 Rental Period

The Rental Period shall be the period stated in Item 12 of Schedule 1 of this Agreement, unless this Agreement is terminated earlier, the Device is returned earlier and accepted by the Company, a Deemed Disposal Event occurs, or the Device is treated as a Total Loss.

### 5.2 Rental Start Date

The Rental Period starts on the Rental Start Date stated in Item 16 of Schedule 1 of this Agreement, being the date on which successful payment is confirmed by the payment

gateway for the Deposit, First Month Rental and any applicable charges payable before release of the Device.

**5.3 Monthly Billing Date**

The Monthly Billing Date shall fall on the same calendar date as the Rental Start Date in each subsequent month. If that date does not exist in a particular month, the Monthly Billing Date shall fall on the last calendar day of that month, unless otherwise adjusted by the Company, payment gateway, payment provider or system.

**5.4 Rental End Date and Return Due Date**

The Rental End Date and Return Due Date are stated in Items 17 and 18 of Schedule 1 of this Agreement. The Customer must return the Device to and ensure that it is physically received and accepted by the Company on or before the Return Due Date. If the Device is not returned to and accepted by the Company on or before the Return Due Date, Clause 15 shall apply.

**5.5 Minimum Rental Period**

The minimum rental period shall be the period stated in Item 15 of Schedule 1 of this Agreement. The First Month Rental is non-refundable, even if the Customer returns the Device within the first month, unless otherwise approved by the Company in writing.

**6 Deposit, Monthly Rental and Charges**

**6.1 Payment Before Release of Device**

Before the Device is released to the Customer, the Customer must pay the Deposit, First Month Rental, applicable delivery fee, stamp duty, taxes including SST where applicable, and any other charge stated during checkout, in the invoice, order confirmation or payment page.

**6.2 Deposit**

The Customer must pay the Deposit stated in Item 14 of Schedule 1 of this Agreement and/or the relevant checkout page, order confirmation or invoice. The Deposit is held as security for the Customer's payment obligations, return obligations, Device condition obligations and other obligations under this Agreement.

**6.3 Deposit Refund**

The Company shall inspect the returned Device within three (3) Business Days after receipt. If the Device is accepted, there are no outstanding amounts payable by the Customer, and the Deposit refund is approved after any applicable deduction under this Agreement, the Company shall process the approved refund within up to seven (7) Business Days after inspection and acceptance, subject to the Company's refund process and any payment gateway, bank or payment provider processing time.

**6.4 Deposit Deduction**

The Company may deduct from, apply or retain the Deposit for any unpaid Monthly Rental, Late Payment Charge, missing accessory charge, damage charge, repair cost, replacement cost, Total Loss Amount, Disposal Amount, recovery cost, administrative cost, legal cost, applicable taxes or any other amount payable by the Customer.

If the Deposit is insufficient, the Customer must pay the balance amount within the period stated by the Company. If unpaid, the Company may suspend the Customer's account, support, warranty, replacement processing, return processing or take further action under this Agreement.

**6.5 Monthly Rental**

The Customer must pay the Monthly Rental during the Rental Period until the Device is returned to and accepted by the Company, this Agreement is terminated in accordance with its terms, a Deemed Disposal Event occurs, or the Device is treated as a Total Loss.

If the Device remains with the Customer after the Rental Period or Return Due Date and before the Device is returned and accepted by the Company, before a Deemed Disposal Event occurs, or before the Device is treated as a Total Loss, the Company may continue to charge the Monthly Rental as continued use and holding-over rental for the Device.

**6.6 Other Charges**

The Customer must pay all applicable delivery fees, stamp duty, taxes, repair costs, replacement costs, missing accessory costs, recovery costs, legal costs, Late Payment Charge, administrative charges and any other charges stated during checkout, in the invoice, order confirmation, payment page, SewaJe Terms and Conditions or this Agreement.

**6.7 Payment to be Made in Full**

The Customer must pay all amounts due under this Agreement in full and on time. The Customer may not withhold, reduce or delay payment because of any refund request, complaint, support request, warranty claim, dispute or other claim, unless required by law or approved by the Company in writing.

**6.8 Payment of Additional Charges**

Any additional amount payable by the Customer, including repair cost, replacement cost, missing accessory charge, recovery cost, insurance excess, rejected claim amount, shortfall amount or administrative charge, must be paid within seven (7) days from the date of the Company's notice, invoice or payment request, unless otherwise approved by the Company in writing.

**7 Recurring Payment and Late Payment**

**7.1 Approved Payment Method**

The Customer must maintain an approved Payment Method during the Rental Period, including recurring payment, auto-debit, e-mandate, card-on-file or any other payment method approved by the Company.

**7.2 Authorisation for Recurring Payment**

The Customer authorises the Company, payment gateway, bank, card issuer, payment provider or relevant service provider to charge or debit the Monthly Rental and any applicable amount due under this Agreement using the Customer's approved Payment Method.

**7.3 Customer Payment Responsibility**

The Customer is responsible for ensuring that the Payment Method remains valid and active, there is sufficient balance, credit limit or available funds, the payment details are accurate and updated, and all payments are made on or before the due date.

**7.4 Failed Payment**

Any failed, declined, rejected, reversed, cancelled, disputed or unsuccessful payment shall be treated as non-payment unless and until the Company receives cleared funds in full.

**7.5 Late Payment Charge**

If any Monthly Rental remains unpaid for more than seven (7) days after the relevant due date, the Company may impose a Late Payment Charge of RM10 once for that overdue monthly billing cycle. The Late Payment Charge is not calculated on a daily, compounding or interest basis.

**7.6 Payment Reminders and Suspension of Support**

The Company may send payment reminders, failed payment notices, overdue notices or return requests through any communication channel provided by the Customer. If any payment is overdue, failed or unpaid, the Company may suspend warranty, support, replacement processing or return processing until all outstanding amounts are fully paid, without affecting the Company's right to accept or require return of the Device.

**8 Delivery, Self-Pickup and Device Acceptance**

**8.1 Fulfilment Method**

The Customer may receive the Device by delivery or self-pickup, subject to availability, Company approval and the fulfilment method stated in Item 20 of Schedule 1 of this Agreement or the Company's system record.

**8.2 Delivery Address or Pickup Location**

The Customer must provide accurate delivery or pickup information. If delivery is selected, the Company may deliver the Device to the fulfilment address or location stated in Item 21 of Schedule 1 of this Agreement, the checkout page, the order confirmation or the Company's system record.

**8.3 Delivery Fees**

The Customer shall bear any applicable delivery fee unless otherwise stated by the Company.

**8.4 Evidence of Delivery**

Evidence of Delivery may include the delivery order, fulfilment record, Customer's signature or acknowledgement for self-pickup, courier tracking record, consignment status, system record, electronic delivery confirmation or any other delivery record accepted by the Company.

**8.5 Inspection Upon Receipt**

The Customer must inspect the Device upon delivery or self-pickup and notify the Company through the SewaJe system, where available, or through the official support channel within

forty-eight (48) hours if there is any issue, defect, missing accessory, wrong item or discrepancy.

**8.6 Deemed Acceptance**

If the Customer does not notify the Company of any issue within the timeline stated in Clause 8.5 of this Agreement, the Device shall be deemed to have been received, inspected and accepted by the Customer in good condition, complete and suitable for use.

**8.7 Delivery and Fulfilment Records**

The Company may maintain a delivery order, fulfilment record, courier record, pickup record, serial number record, asset tag record, photo record, system record or other operational record identifying the Device supplied to the Customer. Such record shall form part of the Company's operational record for this Agreement.

**8.8 Schedule 2 Device Specifications**

The actual Device supplied to the Customer, including the brand, model, serial number, processor, RAM, storage, battery information, accessories and other relevant specifications, may be recorded in Schedule 2 of this Agreement, the delivery order, fulfilment record or the Company's system record.

Schedule 2 of this Agreement may be generated, updated or uploaded by the Company based on the actual Device allocated to the Customer and shall form part of this Agreement.

**9 Ownership, Risk and Restrictions**

**9.1 Ownership Remains with Company**

During the Rental Period and until the Device is returned to and accepted by the Company or the Company confirms closure of the rental arrangement, the Company remains the legal and beneficial owner of the Device.

**9.2 Customer's Right to Use**

The Customer has the right to possess and use the Device during the Rental Period in accordance with this Agreement. The Customer has no ownership right, title or interest in the Device under this Agreement.

**9.3 Risk Passes Upon Delivery or Self-Pickup**

Risk of loss, theft, damage or destruction of the Device passes to the Customer when the Device is delivered to or collected by the Customer or received by any person at the fulfilment address.

**9.4 Risk Continues Until Return or Closure**

The Device remains at the Customer's risk until the Device is returned to and accepted by the Company, or until the Company confirms closure of the rental arrangement following termination, a Deemed Disposal Event or a Total Loss.

**9.5 Restrictions**

Until the Device is returned to and accepted by the Company or the Company confirms closure of the rental arrangement, the Customer must not:

a. sell, pawn, pledge, mortgage, charge, assign, transfer, dispose of, lend, sub-rent or part with possession of the Device;
b. allow any third party to claim any right or interest in the Device;
c. create or allow any lien, security interest, encumbrance or claim over the Device;
d. remove, alter, cover, damage or tamper with any serial number, asset tag, security label, ownership label or identification mark;
e. modify, dismantle, open, alter or remove any component from the Device;
f. send the Device for repair by an unauthorised third party;
g. use the Device for unlawful, fraudulent, harmful or prohibited purposes; or
h. do anything that may prejudice the Company's ownership, rights or interest in the Device.

**9.6 Company Ownership Marking**

The Company may affix or record any asset tag, serial number, barcode, QR code, sticker, security label or other ownership identification on or in relation to the Device. The Customer must not remove, damage, deface, cover or tamper with such identification.

**10 Customer Responsibilities**

**10.1 Proper Use and Safekeeping**

The Customer must use the Device responsibly, safely, carefully and lawfully, and must keep the Device in good condition and protect it from loss, theft, damage, misuse, negligence, unauthorised access, unauthorised repair, liquid exposure, impact damage, excessive heat, electrical damage, malware, illegal software and any other risk.

**10.2 Possession and Control**

The Customer must keep the Device in the Customer's possession and control and must ensure that the Device is used only by authorised users for lawful and proper purposes.

**10.3 No Illegal Software or Misuse**

The Customer must not install, download, access or use any illegal, pirated, malicious, harmful or unauthorised software, programme, file or content on the Device.

**10.4 Notification and Cooperation**

The Customer must promptly notify the Company through the SewaJe system, where available, or through the official support channel if the Device is faulty, not functioning properly, damaged, lost, stolen or otherwise at risk. The Customer must cooperate with the Company in relation to Device inspection, support, return, replacement, insurance claim, recovery, investigation, payment issue, Device verification or any matter relating to this Agreement.

**11 Warranty and Support**

**11.1 Carry-in Warranty Only**

The warranty provided under this Agreement is limited to carry-in warranty for hardware defects only during the active Rental Period, subject to Clause 11.2 and the warranty exclusions in Clause 11.3 of this Agreement.

**11.2 Hardware Defects**

Subject to inspection and approval by the Company and the warranty exclusions in Clause 11.3 of this Agreement, the warranty may cover normal hardware defects affecting the Device during the active Rental Period, including:

a) motherboard, processor, RAM, storage or internal hardware failure;
b) screen, keyboard, touchpad, speaker, camera, Wi-Fi, port or battery issues caused by normal hardware failure; and
c) other hardware defects confirmed by the Company as not being caused by misuse, negligence, unauthorised repair, accident, liquid damage, physical damage, user error or third-party act.

**11.3 Warranty Exclusions**

The warranty does not cover:

a) normal wear and tear, cosmetic condition, scratches, dents or casing marks;
b) physical damage, liquid damage, cracked screen, damaged LCD, damaged casing, broken hinge, broken port or damaged keyboard;
c) misuse, negligence, user error, unauthorised repair, modification or tampering;
d) loss, theft, missing Device or Total Loss;
e) software issues, virus, malware, ransomware, spyware, illegal software, data loss, account lockout, password issue or cloud access issue;
f) accessories, unless approved by the Company; or
g) any issue caused by the Customer or any third party.

**11.4 Support Process**

The Customer must submit warranty and support requests through the SewaJe system, where available, or through the official SewaJe / Komputer Murah Online support channel. Unless otherwise approved by the Company in writing, SewaJe warranty and support are carry-in only and do not include on-site support.

**11.5 Suspension of Warranty or Support**

The Company may suspend warranty or support if the Customer is in Default, the Device has been misused, damaged, altered, tampered with or repaired without authorisation, the Customer fails to cooperate with the Company, or the Customer breaches this Agreement.

**11.6 No Rental Rebate During Repair and Replacement Unit**

The Customer is not entitled to any rental rebate, refund, discount, suspension of Monthly Rental or extension of Rental Period during any warranty inspection, repair, support or replacement process.

**11.7 Replacement Unit**

If the Company is unable to repair the Device within three (3) Business Days after receiving the Device for an approved warranty claim, the Company may provide a replacement unit, subject to Device availability, inspection outcome, account status and Company approval.

Any replacement unit may be of a different brand or model, provided that it is of a similar or higher category or specification as the original Device, subject to availability.

### 11.8 No Temporary or Loan Unit During Initial Inspection or Repair Period

Unless otherwise approved by the Company in writing, the Company is not obliged to provide any temporary, loan, standby or replacement device during the initial inspection or repair period.

### 11.9 Software, Licences and Add-ons

Any software, licence, subscription, cloud service, managed service, extended support or other add-on provided or offered with the Device is separate from the Device rental and may be subject to separate terms, fees, activation requirements, third-party provider terms and availability. Unless expressly stated by the Company in writing, such items are not covered by the Device warranty and do not form part of the Device return, replacement or deemed disposal arrangement.

## 12 Insurance

### 12.1 Insurance Included

All-risk insurance shall be included during the active Rental Period while the Device is in the Customer's possession or control, subject to the applicable insurance policy, coverage, terms, conditions, exclusions, claim limits, claim process and approval by the insurer and/or the Company.

### 12.2 Insurance Claim Process

Insurance processing and claims may be handled internally by the Company. The Customer must cooperate with the Company and provide all information, documents and evidence required by the Company, insurer or appointed service provider, including police report, incident report, photographs, statements, claim forms or any other supporting document requested.

### 12.3 Insurance Does Not Remove Customer Responsibility

Insurance does not automatically remove the Customer's responsibility for:

a) loss, theft, damage, negligence, misuse or breach of this Agreement;
b) rejected, reduced, delayed or uncovered insurance claims;
c) insurance excess, deductible or shortfall amount;
d) unpaid Monthly Rental or other outstanding charges; and
e) repair cost, replacement cost, missing accessories, recovery cost or administrative charges not covered by insurance.

### 12.4 No Guarantee of Claim Approval

The Company does not guarantee that any insurance claim will be approved, fully covered or processed within any specific time. If any claim is rejected, reduced, delayed or not fully covered, the Customer remains responsible for any uncovered amount and any other amount payable under this Agreement.

### 12.5 Loss, Damage and Replacement Assessment

If the Device is lost, stolen, damaged or affected by any incident, the Company may assess whether it is a Total Loss, repairable, replaceable or otherwise affected. Any replacement Device, insurance excess fee, Deposit treatment, continuation, termination or other

consequence shall be subject to this Agreement, the SewaJe Terms and Conditions, insurer approval, Company approval, stock availability and the Company's assessment.

**12.6 Insurance Details**

The detailed insurance coverage, claim frequency, excess amount, exclusions, claim procedure, Total Loss treatment, non-Total Loss treatment and replacement process may be set out in the SewaJe Terms and Conditions, insurance policy, claim guide, checkout page, order confirmation or separate notice issued by the Company.

**12.7 Total Loss and Insurance**

If a Total Loss involves an insurance claim, the Customer's liability shall be handled in accordance with Clause 18.5 of this Agreement, subject to the applicable insurance policy, claim approval, exclusions, excess, deductible and any uncovered amount.

**12.8 Submission of Insurance Documents**

The Customer must submit all complete insurance claim documents, information and supporting evidence requested by the Company within five (5) Business Days from the date of the Company's request, unless otherwise approved by the Company in writing.

**13 Return, Inspection and Acceptance**

**13.1 Return Request**

The Customer may request to return the Device through the SewaJe system, where available, or through the official SewaJe / Komputer Murah Online support channel approved by the Company.

**13.2 Return of Full Set**

The Customer must return the Device together with all accessories, charger, adapter, bag, wired mouse, documents, components and items provided with the Device.

**13.3 Return Period After Approval**

If the Company approves or issues instructions for the return of the Device, the Customer must return, dispatch, hand over or deliver the Device in accordance with the Company's return instructions within the timeline stated by the Company.

For any return under the Return Grace Period, the Device must be received by the Company within seven (7) days from the relevant Monthly Billing Date in order for the Customer to be eligible for a refund of the Monthly Rental charged for that monthly billing cycle, subject to Clause 14 of this Agreement.

**13.4 Return Method and Responsibility**

The Customer must return the Device using the return method approved by the Company. The Customer remains responsible for the Device until it is received and accepted by the Company.

### 13.5 Inspection

After receiving the returned Device, the Company will inspect the Device within three (3) Business Days. If the Device has damage, missing accessories, suspected tampering, technical issues, data lock, account lock, dispute, insurance issue, suspected fraud or any other matter requiring further assessment, the Company may extend the inspection or assessment period by notifying the Customer.

### 13.6 Acceptance of Return

A return is completed only when the Company confirms that the Device has been received, inspected and accepted. The Customer remains responsible for Monthly Rental and any applicable charges until such accepted return, subject to any approved refund or deduction under Clause 6 or Clause 14 of this Agreement.

### 13.7 Late Return

If the Device is returned after the Return Due Date or after a Deemed Disposal Event, the Company may decide whether to accept the late return and whether to revise, waive or maintain any charges, Disposal Amount, Deposit application or other amount payable by the Customer.

## 14 Monthly Return Grace Period

### 14.1 Application of Monthly Return Grace Period

This Clause 14 applies only where a Monthly Rental has been charged for a new monthly billing cycle and the Customer seeks a refund of that Monthly Rental by returning the Device within the Return Grace Period.

### 14.2 Return Grace Period After Monthly Billing

If a Monthly Rental is charged for a new monthly billing cycle, the Customer may be eligible for a refund of that Monthly Rental only if:

a. the Device is received by the Company within seven (7) days from the relevant Monthly Billing Date;
b. all accessories and items provided with the Device are returned together with the Device;
c. the Device is inspected and accepted by the Company;
d. there are no outstanding payments or charges;
e. there is no breach of this Agreement; and
f. the refund is approved by the Company.

### 14.3 Device Must Be Received by Company

For the purpose of the Return Grace Period:

a. the Device is treated as returned within the Return Grace Period only when it is physically received by the Company within seven (7) days from the relevant Monthly Billing Date;
b. submitting a return request, receiving return instructions or dispatching the Device within the Return Grace Period does not by itself qualify the Customer for a refund; and
c. if the Device is received by the Company after the Return Grace Period, the Monthly Rental charged for that monthly billing cycle will not be refunded, unless otherwise approved by the Company in writing.

**14.4 Refund Processing**

If the refund is approved by the Company under this Clause 14, the Company shall process the approved refund within up to seven (7) Business Days after the Device has been inspected and accepted by the Company, subject to the Company's refund process and any payment gateway, bank or payment provider processing time.

**14.5 First Month Rental Not Refundable**

The First Month Rental is strictly non-refundable, even if the Device is returned during the first month or within any Return Grace Period, unless otherwise required by law or approved by the Company in writing.

**14.6 No Automatic Cancellation**

Return, refund or cancellation may require manual processing. The Customer remains responsible for ensuring that the return request is submitted through the SewaJe system, where available, or through the official support channel, and that the Device is returned and accepted by the Company.

**15 End of Rental Period and Return of Device**

**15.1 Rental Arrangement Only**

This Agreement is a rental arrangement only. The Customer is allowed to use the Device during the Rental Period in accordance with this Agreement. This Agreement does not create any automatic ownership transfer, hire-purchase arrangement, financing arrangement or right for the Customer to keep the Device after the Rental Period.

**15.2 Company Ownership**

The Company's ownership of the Device continues after expiry of the Rental Period until the Device is returned to and accepted by the Company or the Company confirms closure of the rental arrangement.

**15.3 Return by Return Due Date**

At the end of the Rental Period, the Customer must return the Device, together with all accessories and items provided with the Device, to the Company on or before the Return Due Date.

**15.4 Completion of Return**

The return is only completed when the Device, accessories and all items provided with the Device have been physically received, inspected and accepted by the Company.

**15.5 Failure to Return by Return Due Date**

If the Device is not returned to and accepted by the Company on or before the Return Due Date, the Company may contact the Customer to arrange return, continue charging Monthly Rental, hold or apply the Deposit, suspend rental-related services, and take any other action permitted under this Agreement.

**15.6 Deemed Disposal Event**

If the Device remains not returned to and accepted by the Company after the Company has issued a return request, reminder or notice, the Company may treat the matter as a Deemed Disposal Event.

If the Device is lost, stolen, missing, destroyed, damaged beyond economical repair or damaged beyond repair, the matter shall be handled as a Total Loss under Clause 18.

**15.7 Disposal Amount and Deposit**

Upon a Deemed Disposal Event, the Customer shall pay the Disposal Amount and any other amount payable under this Agreement. The Company may apply and retain the Deposit towards such amounts. If the Deposit is insufficient, the Customer must pay the balance within the period stated by the Company.

**15.8 End of Warranty, Support and Rental Benefits**

Upon expiry of the Rental Period, termination of this Agreement, accepted return of the Device, a Deemed Disposal Event, or a Total Loss, the SewaJe rental warranty, support benefits, replacement processing, Monthly Rental refund rights under Clause 14, and rental-related services for the Device shall end, unless otherwise required by law or approved by the Company in writing.

For the avoidance of doubt, expiry of the Rental Period does not affect the Customer's obligation to return the Device by the Return Due Date or any approved Deposit refund after accepted return.

**15.9 No Waiver of Company Rights**

Failure to return the Device, expiry of the Rental Period, application of the Deposit or classification of a Deemed Disposal Event does not waive the Company's right to claim payment, recover outstanding amounts, manage insurance matters, conduct investigation, handle disputes, recover the Device, appoint recovery or legal representatives, or take any other action permitted under this Agreement or applicable law.

**16 Early Termination**

**16.1 Customer Request for Early Termination**

The Customer may request early termination by returning the Device, subject to this Agreement, the Company's return process, inspection and approval.

**16.2 Completion of Early Termination**

Early termination is only completed when the Device has been returned to and accepted by the Company, inspection is completed, all outstanding amounts have been settled, all applicable deductions have been made, and the Company confirms closure of the rental arrangement.

**16.3 Customer Remains Liable Until Accepted Return**

The Customer remains responsible for the Device, Monthly Rental and all applicable charges until the Device is returned to and accepted by the Company.

**16.4 Deposit After Early Return**

If the Customer returns the Device before completion of the Rental Period, any Deposit refund or deduction will be handled in accordance with Clause 6 of this Agreement and any other applicable provisions of this Agreement.

**16.5 No Automatic Waiver**

Acceptance of early return by the Company does not automatically waive any unpaid rental, Late Payment Charge, repair cost, replacement cost, missing accessory cost, recovery cost, legal cost or other amount due from the Customer.

**17 Default, Suspension and Recovery**

**17.1 Events of Default**

The Customer is in Default if:

a. any payment is overdue, failed, declined, rejected, reversed, cancelled, disputed, charged back or unpaid, or any amount remains unpaid for more than seven (7) days after the due date;
b. the Customer provides false, inaccurate, incomplete, misleading, suspicious or fraudulent information or documents;
c. the Customer fails or refuses to complete any required eKYC verification process;
d. the Customer misuses, damages, loses, tampers with, modifies, sells, pawns, pledges, transfers, sub-rents or disposes of the Device;
e. the Customer removes, alters, damages or tampers with any asset tag, serial number, security label or ownership marking;
f. the Customer fails or refuses to return the Device when required;
g. the Device is lost, stolen, missing, damaged beyond repair or becomes a Total Loss;
h. the Customer breaches any term of this Agreement or the SewaJe Terms and Conditions;
i. the Customer is suspected of fraud, unlawful activity, misuse, identity misuse or any activity that may expose the Company to risk;
j. the Customer becomes bankrupt, insolvent, wound up, dissolved, struck off or ceases business, where applicable; or
k. the Company reasonably determines that the Customer's conduct or circumstances may prejudice the Company's rights, ownership, recovery position or ability to collect payment.

**17.2 Company Rights Upon Default**

Without prejudice to any other rights or remedies available to the Company, upon Default the Company may:

a. suspend the rental arrangement, warranty, support, return processing, replacement processing or deemed disposal processing;
b. demand immediate payment of all outstanding amounts;
c. charge Late Payment Charge;
d. deduct from, apply or retain the Deposit;
e. request immediate return of the Device;
f. terminate this Agreement;
g. recover or repossess the Device in accordance with any applicable law in Malaysia;
h. appoint recovery agents, debt collection agents, legal representatives or other authorised representatives;

i. provide relevant information to authorities, insurers, payment providers, credit agencies, fraud prevention agencies or other relevant parties where permitted by law;
j. claim unpaid rental, repair cost, replacement cost, Disposal Amount, Total Loss Amount, recovery cost, legal cost, administrative cost and any other loss or amount due; and/or
k. take any other action permitted under this Agreement or applicable law in Malaysia.

**17.3 Return After Default**

If the Company requests return of the Device after Default, the Customer must immediately return the Device in accordance with the Company's instructions.

**17.4 Continued Liability**

Termination, suspension, return request or recovery action does not affect the Customer's liability for any outstanding payment, damage, loss, cost, claim or obligation that arose before or after Default.

**18 Loss, Theft, Damage and Total Loss**

**18.1 Customer Responsibility**

The Customer is responsible for the Device from the time risk passes to the Customer until the Device is returned to and accepted by the Company, or until the Company confirms closure of the rental arrangement following termination, a Deemed Disposal Event or a Total Loss.

**18.2 Immediate Notice and Documents**

The Customer must immediately notify the Company if the Device is lost, stolen, damaged, missing, seized, destroyed, affected by liquid, affected by fire, involved in an accident, tampered with, or otherwise affected by any incident.

If required by the Company, the Customer must lodge a police report and submit all supporting documents requested by the Company within five (5) Business Days from the date of the Company's request, unless otherwise approved by the Company in writing.

**18.3 Damage Assessment**

The Company may inspect and assess any damaged Device and determine whether the Device can be repaired, requires replacement parts, is beyond economical repair or is a Total Loss.

The Company will carry out the initial damage assessment within three (3) Business Days after the damaged Device is received, or after the Customer has provided all information and documents requested by the Company, whichever is later.

If further technical assessment, insurance assessment, dispute review, fraud review or other assessment is required, the Company may extend the assessment period by notifying the Customer.

**18.4 Customer Liability for Damage**

Following assessment under Clause 18.3 of this Agreement, the Customer shall be responsible for repair cost, replacement cost, inspection cost, missing accessory cost, recovery cost and any other amount arising from damage caused by misuse, negligence, user error, unauthorised repair, tampering, liquid damage, physical damage, accident, loss, theft

or breach of this Agreement. If the Device is assessed as a Total Loss, Clause 18.5 of this Agreement shall apply.

**18.5 Total Loss**

If the Device is lost, stolen, missing, destroyed, damaged beyond economical repair or damaged beyond repair, the Company may treat the Device as a Total Loss and the Customer shall pay the Total Loss Amount.

Any approved insurance claim, insurance excess, rejected or uncovered insurance amount, Deposit application and any other amount payable under this Agreement shall be taken into account when determining the Total Loss Amount or balance payable by the Customer. If the Deposit is insufficient, the Customer must pay the balance within seven (7) days from the date of the Company's notice, invoice or payment request.

**18.6 Insurance Claim Does Not Suspend Payment Obligations**

Any pending insurance claim does not suspend the Customer's obligation to pay Monthly Rental or any other amount due, unless otherwise approved by the Company in writing.

**18.7 Total Loss Takes Priority**

If the same event may fall under both a Deemed Disposal Event and a Total Loss, the Company may treat the matter as a Total Loss. In that case, the Total Loss Amount applies instead of the Disposal Amount, and the Company shall not recover the same loss, cost or charge twice.

**19 Customer Data in Device**

**19.1 Customer Responsibility for Data**

The Customer is solely responsible for all data, files, software, accounts, passwords, licences, cloud access, personal information, business information and content stored, accessed or used on the Device.

**19.2 Backup and Removal Before Return**

Before returning the Device, the Customer must back up and remove all data, log out from all accounts, remove passwords, PINs, biometric locks and device locks, disable device tracking or account locks where applicable, and remove any software or access that may prevent the Company from inspecting, resetting, formatting, refurbishing or reconfiguring the Device.

**19.3 Company Right to Wipe Device**

After receiving the returned Device, the Company may reset, format, wipe, erase, refurbish, reconfigure, reinstall, repair or dispose of the Device without further notice to the Customer.

**19.4 No Liability for Data Loss**

The Company is not responsible for any data, file, software, account, password, licence, cloud access or content left in the Device or lost during inspection, repair, reset, wiping, formatting, refurbishment, reconfiguration or disposal.

**19.5 No Data Erasure Service**

Data erasure service is not included unless expressly offered by the Company in writing.

## 20 Limitation of Liability

### 20.1 Excluded Losses

To the extent permitted by law, the Company shall not be liable to the Customer for any indirect loss, consequential loss, loss of profit, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss of data, software issue, account access issue, interruption of use, delay in delivery, repair, replacement, refund or support, incompatibility with the Customer's preferred software, system, network, peripheral or use case, or any loss caused by the Customer's use, misuse, negligence, breach or failure to comply with this Agreement.

### 20.2 Device Suitability

The Customer acknowledges that the Customer has selected the Device option based on the package information made available and is responsible for ensuring that the selected Device option is suitable for the Customer's intended use.

### 20.3 Non-excludable Liability

Nothing in this Agreement excludes or limits any liability that cannot be excluded or limited under Malaysian law.

## 21 Indemnity

### 21.1 Customer Indemnity

The Customer shall indemnify and keep the Company indemnified against all losses, claims, damages, costs, expenses, liabilities, penalties, charges, demands, actions and proceedings arising from or in connection with:

a. the Customer's breach of this Agreement;
b. non-payment or late payment;
c. false, inaccurate, incomplete or misleading information or documents;
d. misuse, negligence, user error or unauthorised use of the Device;
e. loss, theft, damage or Total Loss of the Device;
f. failure to return the Device or any Deemed Disposal Event;
g. missing accessories;
h. unauthorised repair, modification, tampering or removal of asset tags or serial labels;
i. unlawful, fraudulent or prohibited use of the Device;
j. recovery or enforcement action;
k. legal action or debt recovery; or
l. any claim by a third party arising from the Customer's possession, use, misuse or failure to return the Device.

### 21.2 Costs Covered

The indemnity includes repair cost, replacement cost, inspection cost, recovery cost, legal cost, administrative cost, courier cost, storage cost, insurance excess, rejected claim amount, unpaid rental, Late Payment Charge, Disposal Amount, Total Loss Amount and any other reasonable cost incurred by the Company.

## 22 Notices and Communication

**22.1 SewaJe System and Customer Portal**

The Customer acknowledges that the SewaJe Programme may be operated through the SewaJe website, customer portal, system, payment gateway, support channel, dashboard or other electronic platform approved by the Company. The Customer may be required to use such platform for matters relating to orders, payments, documents, notices, support, warranty, return, refund, tracking, communication and other matters relating to this Agreement.

**22.2 Communication Channels**

The Company may communicate with the Customer through email, WhatsApp, SMS, phone call, platform notification, payment gateway notification, invoice, receipt, order confirmation, letter, courier, support ticket or any other contact method provided by the Customer.

**22.3 Customer Contact Details**

The Customer must ensure that all contact details, including mobile number, email address, permanent address, current residential address, shipping address and emergency contact details, are accurate and updated.

**22.4 Deemed Receipt**

Any notice or communication sent to the Customer's registered email address, mobile number, WhatsApp number, account, platform profile, delivery address or other contact details shall be deemed received unless the Company receives a failed delivery notification.

**22.5 Customer Notice to Company**

Any notice, return request, support request, warranty claim, insurance claim, payment issue, document upload or other communication by the Customer must be submitted through the SewaJe system, where available, or through the official SewaJe / Komputer Murah Online support channel or any other written communication channel approved by the Company.

**23 Force Majeure**

**23.1 Company Not Liable for Events Beyond Control**

The Company shall not be liable for any delay, failure or inability to perform any obligation under this Agreement if such delay, failure or inability is caused by any event beyond the Company's reasonable control, including:

a. natural disaster, flood, fire, epidemic, pandemic or other event of nature;
b. government action, change in law, restriction, order or regulatory requirement;
c. war, civil unrest, strike, labour disruption or public emergency;
d. courier, logistics, supplier, warehouse, fulfilment or service provider disruption;
e. system outage, internet disruption, cybersecurity incident, payment gateway disruption or other technology-related disruption; or
f. any other event beyond the Company's reasonable control.

**23.2 Affected SewaJe Processes**

Where a force majeure event affects any SewaJe process, the Company may suspend, delay, reschedule or adjust any affected delivery, collection, return, inspection, repair, replacement, refund, support, recovery, payment processing or other process for as long as the force majeure event continues.

### 23.3 Customer Affected by Force Majeure

If the Customer is affected by a force majeure event, the Customer must notify the Company within seven (7) days from the date of the event, provide supporting evidence if requested, and remain responsible for any payment already due and for the Device while it remains in the Customer's possession or control.

## 24 Assignment

### 24.1 No Assignment by Customer

The Customer must not assign, transfer, novate or allow another person to take over this Agreement, the Device, the rental arrangement, the Payment Method or any right or obligation under this Agreement without the Company's prior written approval.

### 24.2 Assignment by Company

The Company may assign, transfer, novate, subcontract or deal with any of its rights, obligations, receivables, payment rights, recovery rights or ownership rights under this Agreement to any related company, financier, assignee, successor, business partner, service provider or third party, subject to the applicable laws of Malaysia.

## 25 Stamp Duty, Taxes and Charges

### 25.1 Stamp Duty

The Customer shall bear any stamp duty payable on this Agreement, where applicable, unless otherwise stated by the Company.

### 25.2 Stamping and Admissibility

The Customer acknowledges that stamping may be required for this Agreement to be admissible as evidence in civil proceedings or for any other purpose required under applicable law.

### 25.3 Taxes and Charges

The Customer shall bear all applicable taxes, duties, levies, delivery fees, administrative charges, payment charges, bank charges, recovery charges, legal charges and other charges payable in connection with this Agreement, unless otherwise stated by the Company.

### 25.4 Sales and Service Tax

Where Sales and Service Tax ("SST") applies, the Customer shall pay SST at the applicable rate and in the manner prescribed by law. If prices are stated as SST-inclusive, the Company may show the SST portion separately for breakdown or reference purposes.

## 26 Governing Documents and Priority

### 26.1 Documents Forming the Agreement

This Agreement shall be read together with the Cover Page, these Main Agreement Clauses, the Electronic Acceptance Page, Schedule 1, Schedule 2, the SewaJe Terms and Conditions, and all related order, payment, delivery, fulfilment, operational and other records issued or accepted by the Company in relation to the SewaJe Programme. The Privacy Policy and

Personal Data Protection Notice shall apply to personal data processed in connection with the SewaJe Programme.

**26.2 Priority**

If there is any inconsistency between the documents, the following order of priority shall apply, unless otherwise expressly agreed in writing by the parties or expressly stated in a document accepted by the Customer:

a. Main Agreement Clauses;
b. the Electronic Acceptance Page;
c. Schedule 1;
d. Schedule 2;
e. the order confirmation, invoice, receipt and payment record;
f. the SewaJe Terms and Conditions; and
g. any other document, notice, policy or record issued or accepted by the Company.

For personal data matters, the Privacy Policy and Personal Data Protection Notice shall apply, provided that they shall not override the commercial terms of this Agreement unless expressly stated.

**26.3 Schedule 1**

Schedule 1 forms part of this Agreement and contains the key customer, rental, device, payment and fulfilment particulars applicable to the Customer.

**26.4 Schedule 2**

Schedule 2 forms part of this Agreement and contains the Device specifications, serial number, accessories and other hardware particulars of the actual Device supplied to the Customer.

**27 Personal Data and Privacy**

**27.1 Personal Data Processing**

The Customer agrees that the Company may collect, use, store, process, disclose and transfer the Customer's personal data and verification information for purposes relating to the SewaJe Programme, including registration, verification, eKYC, payment, recurring billing, delivery, fulfilment, support, warranty, insurance, return, refund, Default, recovery, legal enforcement, fraud prevention, compliance, audit and customer service.

**27.2 Accuracy of Data**

The Customer must ensure that all personal data, business data, contact details, emergency contact details, addresses and documents provided to the Company are true, complete, accurate and updated.

**27.3 Privacy Policy**

The Customer's personal data will be processed in accordance with the Company's Personal Data Protection Notice and/or Privacy Policy, as updated from time to time.

## 28 General

### 28.1 Severability

If any clause or part of this Agreement is found to be invalid, illegal or unenforceable, the remaining clauses and parts shall continue to be valid and enforceable.

### 28.2 Waiver

No failure, delay, concession, indulgence or omission by the Company in exercising any right or remedy under this Agreement shall operate as a waiver of that right or remedy. Any waiver must be given in writing by the Company.

## 29 Governing Law and Jurisdiction

### 29.1 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of Malaysia.

### 29.2 Jurisdiction

The Customer agrees to submit to the jurisdiction of the courts of Malaysia for any dispute, claim or proceeding arising from or relating to this Agreement, unless otherwise agreed by the Company in writing.

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# SEWAJE DEVICE RENTAL AGREEMENT

## ELECTRONIC ACCEPTANCE PAGE

**Agreement No.:**
**Order No.:**

This Electronic Acceptance Page records the Customer's electronic acceptance and the Company's electronic acceptance of this Agreement through the SewaJe checkout and order confirmation process.

**THE COMPANY**

**Electronically Accepted by the Company**

**ICT Zone Ventures Bhd**
Company Registration No.: 201001003516 (888104-M)

Acceptance Method: System order acceptance after successful payment
Acceptance Date & Time:

☑ **Accepted**

ICT Zone Ventures Bhd confirms acceptance of this Agreement through system order acceptance after successful payment.

**THE CUSTOMER**

**Electronically Accepted by the Customer**

_____
NRIC No.:

Acceptance Method: Checkout checkbox acceptance
Acceptance Date & Time:

☑ **Accepted**

I, _____confirm that I have read, understood and agree to the SewaJe Device Rental Agreement and SewaJe Terms and Conditions, including the payment terms, rental period, deposit terms, return conditions, Company ownership of the Device, deemed disposal terms, warranty terms and applicable fees. I also confirm that all information and documents provided by me are true, complete and accurate.

# SCHEDULE 1

## AGREEMENT PARTICULARS

| Item No. | Field | Details |
|---|---|---|
| 1 | Company | ICT Zone Ventures Bhd |
| 2 | Company Registration No. | 201001003516 (888104-M) |
| 3 | Company Address | Ground Floor, Block H, Excella Business Park,<br>Jalan Ampang Putra, 55100 Ampang, Kuala Lumpur |
| 4 | Customer Name | |
| 5 | Customer No. | |
| 6 | NRIC / Passport No. | |
| 7 | Permanent Address | |
| 8 | Current Address | |
| 9 | Mobile No. | |
| 10 | Email Address | |
| 11 | Selected Device Option | |
| 12 | Rental Period | |
| 13 | Monthly Rental | |
| 14 | Deposit | |
| 15 | Minimum Rental Period | |
| 16 | Rental Start Date | |
| 17 | Rental End Date | |
| 18 | Return Due Date | |
| 19 | Payment Method | |
| 20 | Fulfilment Method | |
| 21 | Fulfilment Address | |

# SCHEDULE 2

## DEVICE SPECIFICATION SHEET

| | |
|---|---|
| **Export Date / Time** | |
| **Order Number** | |
| **Device Serial Number** | |

| No. | Category | Specifications / Details |
|---|---|---|
| 1 | **Device Model** | |
| 2 | **Processor** | |
| 3 | **RAM / Memory** | |
| 4 | **Storage Drive(s)** | |
| 5 | **Operating System** | |
| 6 | **Battery Information** | |
| 7 | **Monitor Information** | |
| 8 | **Accessories Included** | |