

Terms and Conditions

1. In these terms and condition '**Bank**' means the Citibank Berhad (297089-M) or other such entity which may be nominated by STE from time to time for the purpose herein mentioned below; '**Card**' means the credit card (as applicable) nominated by the Customer for the Service and accepted by STE; '**Card Issuer(s)**' refers to any bank or legal entity which is the issuer of the Card; '**Cardholder**' means the lawful and authorized user of the Card whose name is embossed thereon and whose signature appears on the Card; '**STE**' means Sea Telco Engineering Services Sdn Bhd (593355-A) and where the context so admits shall refer to or to include its holding, subsidiaries and related companies as defined under the Companies Act 1965; '**Principal Terms and Conditions**' refers to the terms and conditions agreed to by the Customer under the principal registration form for subscription to SEA Telco Engineering Services Sdn Bhd; and, '**Service**' means the AUTO DEBIT bill settlement service, offered herein by STE and accepted by the Customer; '**AUTO DEBIT**' means the AUTO DEBIT bill settlement service whereby a Customer's periodic STE bill may be automatically billed into the Customer's nominated Credit Card account for settlement as per standing instruction from the Customer.
2. Customer declares and undertakes that :-
 - a) the information supplied overleaf by the Customer is true and correct;
 - b) the Card nominated overleaf for the Service is in the name of the Customer;
 - c) the Customer is the lawful and authorized holder of the Card;
 - d) the Card is valid and has not expired and shall remain valid and unexpired throughout the duration of the Customer's use of the Service; and
 - e) the Card has not been suspended nor terminated.
3. The Customer hereby expressly authorizes STE to:-
 - a) verify the information supplied overleaf with the Card Issuer or any third party as may be necessary;
 - b) forward the Customer's call transactions, billings and other details to the Bank, the Card Issuers and other relevant parties for and in connection with Service; and
 - c) share its database on the Customer with STE's related companies, corporate shareholders, third parties and/or relevant authorities for the provision of integrated or related services, STE marketing programmers, and/or towards the detection and prevention of crime.
4. The Customer acknowledges and agrees that the provision of the Service for any transaction at any time is subject to prior authorization of the Bank and/or Card Issuer(s) through the supplied terminals and against an unexpired and Card.
5. STE shall not be liable to the Customer:-
 - a) if the Card is not honoured by the Bank or the Card Issuer(s);
 - b) if authorization to the Cardholder for the transaction is denied, refused or suspended by any party for any reason whatsoever;
 - c) if STE is unable or delays in providing the Service as a result of a power failure, failure of any computer or telecommunications system used in connection with the Service, or any other circumstances beyond STE's reasonable control; and
 - d) for any loss or damage whatsoever which may be suffered by the Customer arising from the use of the Service.
6. The Customer's primary obligations under the Principal Terms & Conditions to settle his/her STE bills and to settle the same in a timely manner shall continue and shall not be waived, extended nor suspended in any manner whatsoever by the mere approval or agreement of STE to provide the Service to the Customer.
7. Save and except where the fault or delay is clearly attributed to circumstances within STE's reasonable control, all overdue payments shall be subjected to interest for late payment and/or such other consequences as provided under the Principal Terms & Conditions.
8. Notwithstanding that the Service has been provided and/or the Customer's particular STE bill has been credited as paid, STE reserves the rights and shall be entitled without prior notice to the Customer to reverse any payment entry in the Customer's statement of account or charge back the transaction sum to the Customer's account with STE in the event of any one or more of the following circumstances:-
 - a) the transaction is cancelled by the Bank or the Card Issuer for any reason whatsoever;
 - b) the transaction is found to be incomplete, illegal or carried out by fraudulent means;
 - c) the transaction is found to be one with 'Declined Authorization', or a non-corresponding authorization code;
 - d) the transaction sum or part thereof was found to have exceeded the Cardholder's authorized/credit limit;
 - e) the Card concerned is found to have expired or is invalid for any reason whatsoever;
 - f) the transaction was entered into without the authorization of the Cardholder or the Cardholder disputes the transaction or denies liability for whatever reason;
 - g) the transaction was carried out or credit was given to the Customer in circumstances constituting a breach of any express or implied term, condition, representation or duty of the Customer to STE, the Bank and/or Card Issuer;
 - h) the performance of the Service or the use of the Card involves a violation of the law, rules that STE may have received notice of the same at the time the transaction was carried out; or,
 - i) at the absolute discretion of STE, the Bank or the Card Issuer without assigning any reason whatsoever.
9. STE shall not be liable for, and the Customer agrees to indemnify STE against all claims, losses, liabilities proceedings, demands, costs and expenses (including legal fees) which may result or which STE may sustain in connection with or arising from the provision of the Service to the Customer.
10. STE reserves the right at its absolute discretion to :-
 - a) levy charges for the provision of the Service to the Customer;
 - b) suspend or deny provision of the Service to the Customer at any time; and
 - c) add, delete, or amend any of the provisions herein. Notice of any such amendment shall be given to the Customer, and continued use of the Service thereafter by the Customer shall constitute acceptance of the amendments.
11. STE may terminate the Service of the Customer at any time on seven (7) days prior written notice. The Customer may terminate the Service at any time on one (1) month's written notice to STE. Notwithstanding the foregoing, the Service shall be automatically terminated with immediate effect and without notice to the Customer in the event that the Card is cancelled by the Card Issuer or the Service is terminated by the Bank.
12. STE reserves the right at its absolute discretion to approve or reject the Customer's application for the Service without assigning any reason whatsoever. The Customer will be notified in the event that his/her application has been rejected.
13. Notwithstanding any of the foregoing provisions, the Customer agrees that the use of the Service is undertaken at his/her sole risk. The Customer hereby expressly assumes all the risk arising out of the Service or incidental to the use thereof and shall not hold STE liable for any loss arising therefrom.
14. The invalidity or unenforceability of any provisions herein shall not affect nor prejudice the validity or enforceability of the rest of the provisions.
15. The Customer shall allow an interval of at least fourteen (14) days from receipt by STE of the completed registration form for processing of the application and activation of the Service.
16. The Terms and Conditions shall be read in conjunction with the Principal Terms and Conditions. In the event of any conflict, the Principal Terms and Conditions will prevail.
17. The Customer acknowledges that STE and/or its Related Corporations collect, use, disclose and otherwise process Personal Data as set out in the STE Privacy Statement. The current version of the STE Privacy Statement is available at www.redtone.com and at all REDtone Service Centers.
18. STE may update the STE Privacy Statement from time to time. When it changes the STE Privacy Statement in a material way, it will post notice of this at www.redtone.com and will also attempt to notify the Customer directly using either email, SMS or post.
19. The Customer will be deemed to have consented to the use of their Personal Data in the manner set out in the STE Privacy Statement by submitting their Personal Data and using the Services.