REDtone

REDtone AUTO DEBIT FORM

Guidelines:

- 1. Please ensure that the credit card holder's and REDtone registered customer's name are the same.
- 2. Application must be supported by:
 - Copy of credit card and copy of NRIC/Passport
- 3. Application via 3rd party's credit card must be supported by:
 - Authorization letter, copy of credit card, copy of NRIC/Passport of card holder and latest credit card statement
- 4. Please allow 14 working days for REDtone to receive and process the application.
- 5. Please send your application form with completed information and dully signed, together with all the supporting document to:
 - Fax : 03-8073 2128 OR
 - Email : creditcontrol@redtone.com
- 6. Any changes or updates to your credit card, please advise us in writing and send to:
 - Fax : 03-8073 2128
 - Email : creditcontrol@redtone.com OR
 - Mail to : Suites 22-30, 5th Floor, IOI Business Park, 47100 Puchong, Selangor Darul Ehsan.

Applicant's Details (As per REDTONE Account)

Name:																				
Customer ID:																				
New NRIC/Passport:							Old	INRIC):]			
REDTONE Auto	Debit Ser	vice																		
			MASTE	RCA	RD		VIS	SA												
Credit Card Numb	er:] Exp	oiry I	Date:			/		
Name (As it appea	ars on you	ur credit c	ard)													((mm)		`(yy)]	
REDtone Custome	er IDs for	the Auto	Debit s	ervice	•]	
1 2 3							4 5 6													
DECLARATION Please register me for the above service. I accept and agree to be bound by the Terms and Conditions stated overleaf. I also confirm that the information above is accurate.																				
										FOR OFFICE USE ONLY										
									APPROVED / DECLINED											
Signature Contact Number:	Da	Date					Verified by: Date:													
									Nam	e:										-
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REDtone Auto Debit Terms and Conditions

- 1. In these terms and condition 'Bank' means the Malayan Banking Berhad (3813-K) or other such banks which may be nominated by REDTONE 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 REDTONE; '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; 'REDTONE; 'means any subsidiaries of REDtone International Berhad (Company No. 596364-U) providing the Service and where the context so admits shall refer to or to include its holding, subsidiaries and related companies as defined under the Companies Act 2016; 'Principal Terms and Conditions' refers to the terms and conditions agreed to by the Customer under the principal registration form for subscription with REDtone; and, 'Service' means the AUTO DEBIT bill settlement service, offered herein by REDTONE and accepted by the Customer's nominated Credit Card account for settlement pursuant to a standing instruction from the Customer to the Card issuer.
- 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;
 - where REDtone approves the usage of a 3rd party credit card, the Customer has obtained the written authorization of that 3rd party to use the 3rd party's credit card for this Services;
 - d) if required by REDtone, the Customer shall produce the 3rd party for REDtone's verification;
 - e) 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;
 f) the Card has not been suspended nor terminated; and
 - f) the Card has not been suspended nor terminated; and
 g) notwithstanding the election of this Service, the Principal Terms and Conditions for the subscription of the telecommunication services provided by REDTONE shall remain in full force and effect
- 3. The Customer hereby expressly authorizes REDTONE to:-
 - verify the information supplied overleaf with the Card Issuer or any third party as may be necessary; and
 - b) forward the Customer's call transactions, billings and other details to the Bank, the Card Issuer and other relevant parties for and in connection with Service.
- 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 a valid and subsisting Card.
- 5. REDTONE 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 REDTONE is unable or delays in providing the Service as a result of a power failure, failure of any computer or telecommunications system or payment devices, used in connection with the Service, or any other circumstances beyond REDTONE'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 REDTONE 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 REDTONE to provide the Service to the Customer.
- Save and except where the fault or delay is directly caused by REDTONE, 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 REDTONE bill has been credited as paid, REDTONE reserves the right 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 REDTONE 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;
 the transaction sum or part thereof was found to have exceeded the Cardholder's authoried/credit limit;

- e) the Card concerned is found to have expired, cancelled 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 REDTONE, 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 may have been brought to the attention of REDTONE on or about the time the transaction was carried out; or, at the absolute discretion of REDTONE without assigning any reason
- i) at the absolute discretion of RED LONE without assigning any reason whatsoever.
- 9. REDTONE shall not be liable for, and the Customer agrees to indemnify REDTONE and keep REDTONE indemnified against all claims, losses, liabilities proceedings, demands, costs and expenses (including legal fees) which may result or which REDTONE may suffer in connection with or in relation to the provision of the Service.
- 10. REDTONE reserves the right at its absolute discretion to :
 - a) levy charges for the provision of the Service;
 b) suspend of deny provision of the Service at any time without prior
 - notice to the Customer and without assigning any reason; and
 - c) add, delete, vary or amend any of the provisions herein. Notice of any such amendment shall be published on REDTONE's website <u>www.redtone.com</u> and continued use of the Service thereafter by the Customer shall constitute acceptance of such amendments.
- 11. REDTONE may terminate the Service at any time by giving the Customer seven (7) days' prior written notice. The Customer may terminate the Service at any time by giving one (1) month's written notice to REDTONE. 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. REDTONE 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 REDTONE 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.
- The Customer shall allow a grace period of at least fourteen (14) days from receipt by REDTONE of the completed registration form for processing of the application and activation of the Service.
- 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 REDTONE and/or its Related Corporations collect, use, disclose and otherwise process Personal Data as set out in the REDTONE Privacy Statement. The current version of the REDTONE Privacy Statement is available at www.redtone.com and at all REDtone Service Centers.
- 18. REDTONE may update the REDTONE Privacy Statement from time to time. When it changes the REDTONE 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 REDTONE Privacy Statement by submitting their Personal Data and using the Services.