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Outsourcing:

Creating a business that's always switched on.

Contents of the Switched On Guide:

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experience
All Day Support

What is this switched on business?

Like most business principles, this one starts out simple: if you're always switched on, your people are able to share critical information and respond to business needs anywhere, anytime.

And if you have Microsoft Hosted Exchange technology, you have the best tool on the market to make it happen. Not only can you access email securely and reliably with Exchange, you can collaborate, share files, contacts, and calendars wherever you are.

Done, you might say. All good, you might add. So...why do you need a whole guide to keeping your business switched on?

Up to 75% of a company's intellectual property resides in email and other messaging applications

- Symantec and Gartner study
(www.itworld.com/Webcasts/bytopic/3/index.html)

The switched on paradox

As critical as on-the-go connectivity is, you can't afford to let it monopolise your attention and resources. Generally speaking, communication technology is not a revenue producer; it's an infrastructure essential.

Now, you want the most productive infrastructure possible. And you have to stay switched on. But to stay profitable, you have to minimise the cost of doing business while focusing on your core competencies and objectives. How can you have it all?

That's where your switched on guide comes in.

Make the most of a good Exchange

Hosting your Exchange server with the right provider – the outsourcing bit – is the single most efficient, productive and cost-effective way to create a truly switched on business.

We won't ask you to simply trust us on this one. The next few pages will detail the why, what and how of outsourcing advantages.

Already outsourcing your Exchange? Fast-track to page 4.

(Or review the outsourcing power principles first, and feel superior for anticipating them.)

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The four power principles of outsourcing

Transfer administration complexity. Increase security and compliance. Reduce cost. Ensure reliability and recovery. These are the power principles that drive the decision to outsource any collaboration technology. The Microsoft Exchange server is the platform most widely deployed today, so the case for outsourcing it to the right hosting provider has been thoroughly assessed. Read on to see what makes Hosted Exchange essential for a switched on business.

Reduce cost

Any business class solution of this kind will have plenty of costs to reduce:

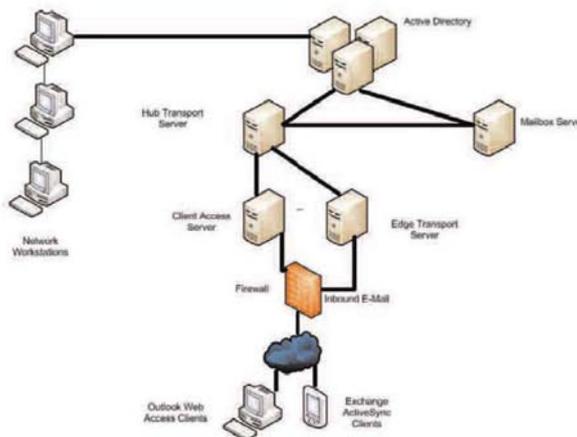
- Initial hardware acquisition costs for each server
- Windows and Exchange Server licenses paid to Microsoft
- Antivirus software, anti spam software, and client access licenses (such as those recommended for Exchange Microsoft Outlook or Entourage)
- Overtime for the administrative staff, especially if you want 24x7 switched on reliability
- Training updates as new service packs are released
- Spare parts
- Other maintenance expenses

As you can see, it's not just the start-up costs that make in-house deployment prohibitively expensive. In fact, the long-term costs associated with server maintenance usually far outweigh the initial acquisition costs over the life of the server.

Outsourcing your mailboxes to the right hosting provider not only allows you to avoid Exchange start-up costs, you'll see long-term costs decrease as well. How? Because your provider will typically divide server resources among multiple clients. This means that you and several companies will share the expense of the hardware and software

Transfer administration complexity

Fairly or not, the Microsoft Exchange server has a reputation for being one of the most complex products that Microsoft has ever created. See that diagram? That's a relatively simple Exchange deployment. (We are not making this up.)



This configuration does not provide for clustering or for any other redundancy that would keep the Exchange organisation functioning should a server failure occur. It also assumes that all of the end user mailboxes can fit on a single mailbox server. Likewise, the unified messaging components have been omitted for simplicity's sake.

So even a 'simple' Exchange deployment is complicated. And with complexity comes cost. First you have to train your administrative staff to design, deploy and maintain an effective Exchange organisation. It's expensive and timeconsuming. The worst part? The training quickly becomes obsolete. As new service packs are released, administrators need updated training to deal with the new features and management utilities. They'll also need additional training whenever Windows Server is updated.

Complexity also increases costs because hosting Exchange securely and reliably requires a number of servers. Our diagram, which displays several servers, represents an Exchange deployment that is secure, but not actually reliable. It needs even more servers to ensure the reliability fundamental to a switched on business.

Increase security and compliance

To be secure, an Exchange deployment typically requires several different servers that must all work together, as in the previous diagram. To help reduce complexity, smaller organisations may consolidate the entire Exchange organisation deployment into a single server. But a single server deployment is extremely risky from a security and reliability standpoint. Single server deployments are also prone to performance problems, lack of redundancy in case of failure, and scalability issues.

Also, many companies are subject to various government regulations regarding the security, management, and retention of email. Complying with these regulations is as tedious as it is expensive. Furthermore, company executives and IT professionals may be subject to criminal penalties, including prison time, for noncompliance. Depending on the specific regulations that apply to your company, you can outsource your Exchange deployment to shift some of the compliance burden while also reducing costs.

Ensure reliability and recovery

Ensuring server reliability and data recovery are huge responsibilities, though no one pats you on the back when you get them right. That's simply expected.

But can you guarantee 24/7 availability in-house? The right hosting provider will do just that, in a written Service Level Agreement (SLA). How do they manage it? Hosting providers typically use server clusters and other forms of redundant hardware to ensure that the hosted Exchange deployment is nearly always available.

Hosting providers are also usually better equipped than an in-house operation to recover from a disaster. Most companies back up their Exchange servers, but few companies have the human and hardware resources to thoroughly test their backups on a regular basis. Most hosting providers not only test their backups, they even guarantee how quickly data can be restored should one of your users accidentally delete something.

Even if you meticulously backup your servers and test the backups on a regular basis, it may be worth switching to a Hosted Exchange environment to shift recovery responsibility. What

would happen if your company's in-house Exchange server were to fail, your people were unable to restore a backup because of some unforeseen problem – and they lost the entire company's email? A hosting provider bound by an SLA and responsible for ensuring that the data is backed up correctly has ultimate incentive to make sure this doesn't happen.

10 questions to ask your hosting provider

So now you know how outsourcing your Exchange technology actually puts you more in control of your switched on solution. The big question is no longer how or why, but who? And the answer depends on some (more) very important questions.

'Wait,' you might wearily say. 'It's a technical thing. How different is one hosting provider from another, really? Show me the money and I'll decide.'

Unfortunately, there are some big pitfalls to look out for in choosing a hosting provider. A great bargain may, on closer inspection, reveal serious omissions in basic service. Some providers lack a redundant infrastructure or robust backups (required for reliability and recovery). Others may tack on various extra fees for service, or to use unscrupulous tactics to prevent you from cancelling a contract.

Ready to shop? Test providers on all the crucial points with the following top 10 questions on pages 4-6. Or, if you're already outsourcing, test your current hosting provider and compare against the Rackspace difference. And if you're still not convinced, check out the ten reasons to switch on to Rackspace on page 7.

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1. Does the hosting company provide a fully managed solution?

In a fully managed hosting environment, the hosting provider takes care of all of the server maintenance: they back up the data, apply security patches, and handle any other maintenance and support issues that may arise.

Many non-managed hosts simply allow you to rent a server in their data centre, and the management and maintenance of that server is up to you. As you've probably realised, this is a very important question because if you get stuck doing your own maintenance and support, it defeats the purpose of outsourcing Exchange in the first place.

The difference: We do it all.

2. How is my data being protected?

Any reputable hosting provider should take the appropriate measures to make sure their servers are secure. Even so, it is worth asking your potential or current hosting company what steps they take to do so. Don't be surprised though, if the hosting company refuses to answer this question. Many hosting companies are reluctant to provide specific information about their security measures.

Even if you can't get information about the hosting company's security standards, it is important to ask about their spam and virus prevention policy. Most, but not all, hosting companies provide a spam filtering and virus protection solution. There are usually two virus protection options: the standard solution (for basic performance) or the premium solution (guarantees the service and the filtering). However, you might have to pay extra for the premium solution.

Hosting providers' spam filtering policies vary much more widely. Some companies attempt to filter only the most obvious spam, while others leave spam control to the end users out of fear of accidentally filtering legitimate messages. If your provider does filter spam for you, make sure they also allow you to adjust the filtering settings and retrieve messages that were filtered accidentally.

The difference: Premium service for every customer, no extra charge.

3. What is your data recovery policy?

Inevitably, someone in your company (you know who they are) will delete a message they really need. If you are hosting your own Exchange server, you can recover messages as needed according to your own data retention policies. When your Exchange mailboxes are outsourced, you are at the hosting provider's mercy for data recovery. It is therefore very important to find out what their recovery policy is.

Specifically, you should ask how quickly data can be recovered and whether there is a fee for the recovery. If you have not signed a contract that specifically guarantees long-term data archival, then it is also important to ask how long the backups are retained. This is an important consideration, because if you need to restore something that was deleted a month ago, but your hosting service only retains backups for two weeks, then your data may be lost forever.

The difference: Rapid recovery, guaranteed.

4. What are the costs?

Most hosting providers base their price on the number of 'seats' or 'mailboxes' being hosted.

Although this pricing structure seems simple enough, it is important to remember that many hosting providers use a sliding price scale.

For example, if you purchase additional mailboxes, you may qualify for a volume discount. However, some companies actually charge more per mailbox as the number of hosted mailboxes increases, because you are consuming more server resources. Find out upfront how the price will with the number of hosted mailboxes.

The difference: Volume discount.

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5. What if I exceed the space quota?

Most hosting contracts stipulate a maximum size for a user's mailbox. But there's always a chance some of your people will need more space, so do ask at the start what happens if some users outgrow the maximum.

Some hosting companies may implement a quota that prevents the maximum mailbox size from being exceeded (disabling the functionality to send and/or receive), while other hosting companies may charge you a fee for exceeding the allotted disk space. In all likelihood, at least a few users will eventually need additional disk space, so it is good to know upfront how this need will be met.

The difference: Mailboxes in all sizes, and no nasty surprises if they fill up.

6. Do I get my data back if I cancel service?

Aside from pricing, the single most important question to ask a hosting provider is what will happen to your data if you should cancel the service. Although not a common practice, there have been reports of hosting contracts stipulating that your data becomes the hosting company's property. That means if you cancel your hosting contract, the hosting provider is free to delete your data, and they are under no obligation to give you any future access to the data. It is therefore essential to confirm that you retain ownership of your data, and that the hosting company will assist you in migrating the data to your servers, or to another hosting provider's servers, should the need arise.

The difference: Your data is yours, always and forever. Of course we'll help you move it, if you really want to do that. But we're pretty sure you won't.

7. How many times have you been down in the last year?

Although not always a tangible cost, downtime is typically very expensive. It has a direct impact on employee productivity, and fixing the problem requires the administrative staff to temporarily neglect other tasks. Additionally, there may be a direct loss of revenue because users are unable to receive time-sensitive email messages. The repair may also incur more tangible costs such as server parts or support calls. The most serious aspect of a server failure though is the potential for data loss. Depending on the type of failure, the chances of recovering mail server data are directly related to the IT staff's skills and to their diligence in backing up the mail server, and routinely testing the backups.

Outsourcing your mail server does not automatically eliminate the potential for downtime or data loss. Hosting companies can have server failures just like anyone else. It is therefore critical to insist that the hosting provider give you a service level agreement (SLA).

The difference: 100% application uptime plus disaster recovery backups every 30 minutes.

8. What is the Service Level Agreement?

A Service Level Agreement (SLA) is a contractual obligation for the hosting company to provide a certain level of reliability. The higher the percentage, the more reliable the service should be. Generally, you should accept a service level agreement of no less than 99.9% availability; however, some hosting companies are able to provide 99.99% or even 100% availability.

In addition to asking about the service level agreement, it is also important to ask about your remedies: what happens if the hosting company's service isn't as reliable as they claim. Most reputable hosting companies will offer you either a full or a partial refund for any time in which the hosting service was unavailable. Be sure to read the fine print. In some cases your service may have to be down for a full day before you are eligible for any type of compensation.

The difference: Industry-leading SLA with a 100% application uptime guarantee – refunds provided for any downtime experienced.

9. How will the migration process work?

If you're a shiny new start-up company with no data to migrate, this not a big concern for you. But if you currently host your own Exchange environment or want to switch providers, you will need to know how to migrate your existing data to the new servers. Most reputable hosting companies will assist you with the migration process. It is also worth asking how long the transition process will take, what items (calendar, tasks, notes, public folders) will be migrated, and whether or not e-mail will be accessible during the transition.

The difference: A step-by-step guide, and we're with you all the way.

10. Are there any additional fees?

Just as you need to be familiar with the hosting provider's pricing structure, it is also important to ask about any additional fees that the hosting company may charge. Some hosting companies have been known to charge setup fees or an annual maintenance fee. It is also fairly common for hosting providers companies to charge a fee for restoring deleted mailboxes or messages.

The difference: No hidden costs, totally up front about fees.



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10 reasons to switch on to 1.com.my

Choosing to host your Exchange is good. 1.com.my Hosted Exchange is as good as it gets. Our people and technology are always switched on – that's how we can guarantee your business will be, too.

1. All Day Support

Only the 1.com.my Hosted Exchange solution delivers All Day Support, our awardwinning customer service. 1.com.my staff are passionate about pleasing customers and will go that extra mile to make you happy and solve any issues as quickly as possible.

For instance, we don't have voice-automated systems. Your call will be answered by a real, qualified person within five seconds and they'll start helping you straightaway - 24/7/365.

2. Zero downtime

The 1.com.my Hosted Exchange solution is founded on our Zero Downtime Network, so you know that the network is one of the most reliable in the world – guaranteed. Our Hosted Exchange infrastructure is located in one of our seven world-class data centres secured by 24/7 surveillance, biometric scanning and keycards in a fully redundant environment.

3. Dedicated Support Team

As a 1.com.my Managed Exchange customer you will have a dedicated Account Manager who is accountable for making sure that all of your infrastructure needs are met. Working alongside your Account Manager are Support Technicians, Senior Systems Engineers and a dedicated Exchange Engineering Team. Your 1.com.my support team knows your configuration, your business and your goals. Their combined experience delivers unrivalled expertise as they work together to give you peace of mind.

4. Microsoft expertise

Naturally, 1.com.my is one of the select Microsoft partners, Gold certified and licensed to run Hosted Exchange. We are also a member of Microsoft's elite Technology Adoption Programme (TAP), which includes their JDP (Joint Development Programme), EAP (Early Adopter Programme), and the RDP (Rapid Deployment Programme).

This means we gain access to emerging Microsoft products and technologies while they are still in development, so we can work with clients on platform upgrades and technology testing months before public release.

1.com.my is Microsoft Gold Certified and has been named hosting partner of the year three times.

5. High availability Infrastructure

1.com.my owns and manages a fully redundant High Availability (HA) Exchange Infrastructure that ensure access to your business-critical email at all times. Our Managed Exchange infrastructure is a fully redundant, load balanced and clustered environment with a SAN backend, powered by NetApp. The Hosted Exchange Infrastructure is designed and built to minimise the impact of any component failure, so your email will be there when you need it!

6. Delivering on SLAs

Our commitment to customer service is what allows us to deliver on our industry-leading SLAs with a 100% application uptime guarantee. If you experience any Managed Exchange application downtime, we promise to:

- (i) refund ten percent (10%) of the monthly fee for the Managed Exchange service for each 30 (thirty) minutes of consecutive downtime, up to one hundred percent (100%) of the monthly fee or
- (ii) refund a pro-rated portion of the monthly recurring fee based on the actual number of minutes in the calendar month if the service is not down for more than 30 (thirty) consecutive minutes.

The logo for 1.com.my, featuring the text '1.com.my' in a bold, red, sans-serif font. The logo is positioned in the bottom right corner of the page, partially overlapping a large red curved graphic element that spans across the bottom of the page.

7. Premium anti-virus and anti-spam

Every 1.com.my Hosted Exchange customer receives our premium spam filtering and antivirus solution as standard (no extra charge), eliminating 99% of unwanted email before it ever reaches your inbox. The solution utilises proprietary detection systems, four virus scanning engines, and over 60 filtering techniques, plus front wave protection to rid inbound and outbound email of spam, worms, viruses and other protocol-based vulnerabilities.

8. Backup strategy and data recovery

1.com.my undertakes daily disaster recovery backups for all mailboxes and public folders. More importantly, we guarantee that we'll rapidly recover lost data - any message lost in the last 14 days is retrieved immediately and any mailbox (including messages) lost in the last 30 days is recovered within six hours.

9. Simple online management tool

Our innovative web-based control panel lets administrators directly access their Hosted Exchange environment without any in-depth technical knowledge. Since it's built using .Net you can easily administer your domain and perform tasks like email routing, aliases, groups, users, mailbox storage, forwarding, passwords and client configuration. End users can access their email settings for mobile devices, view mailbox usage and reset their own passwords.

10. Flexible contracts

1.com.my offers flexible contract options, starting with a month-to-month option. This flexibility allows you to scale and add to your solution over time or phase commitment according to demand.

There's only one way to guarantee you're always switched on.



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“Thank you for your concern. I am really grateful for all your good efforts as everything is running very smooth. It is such a relief for there is no interruption or interference to our business emails. Please convey our appreciation and gratitude to all your colleagues for their hard work and attentiveness.”

“Thank you for the simple instructions you provided. The new email service for my company has been a success. All my outlook users are able to send and receive emails as usual.”

- Continuous Consulting

There's only one way to guarantee
you're always switched on.

Visit us at www.1.com.my

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Physical Access

The 1.com.my devices used to provide the Services will be located in a controlled access data centre. Access to the data halls will be restricted to 1.com.my employees or its agents who need access for the purpose of providing the Services. The data centre will be staffed 24/7/365 and will be monitored by video surveillance. Entrance to the data centre will be authorised by proximity-based access cards and biometric hand scanners or other approved security authentication methods.

1.com.my Personnel

* Screening: 1.com.my will perform background screening of its employees who have access to customers' accounts.

* Access: 1.com.my will restrict the use of administrative access codes for customer accounts to its employees and other agents who need the access codes for the purpose of providing the Services. 1.com.my employees or its agents who use access codes shall be required to log on using an assigned user name and password.

Reports of and Response to Security Breach

1.com.my will immediately report to you any unauthorised access or release of your information of which we become aware. Upon request, we will promptly provide to you all information and documentation that we have available to us in connection with any such event.

All Day Support isn't just what we do. It's really what makes us, well, us. We promise to provide you with All Day Support through these 5 criteria but if we don't we'll even let you leave 1.com.my before your commitment is up. But we're sure it will never come to that:

Responsiveness

- Service will be provided by a support team that will be available to you 24x7x365
- We will be accessible to you at all times
- We will take special care to assist with your urgent requests

Ownership

- We will take personal responsibility for your hosted 1.com.my infrastructure and services
- We empower our employees to make decisions and take actions on your behalf
- A live escalation contact will be readily available to you at all times
- We will follow through on our commitments to you

Resourcefulness

- We employ creative and practical solutions for your hosting service, including items related to the network, hardware or operating system

Expertise

- We will have subject matter experts available that know how to identify problems and offer solutions
- Our support teams will provide advice to you about your 1.com.my environment based on industry and technology expertise

Transparency

- We actively listen and provide you with direct and individualised communications
- Our communications and conversations are not scripted, but are personal responses addressing your specific needs
- Our answers to your questions will be straightforward and honest and we will not avoid tough questions

If you reasonably believe that we have failed to meet our Five Elements of All Day Support - Responsiveness, Ownership, Resourcefulness, Expertise and Transparency - 1.com.my will pursue the following remedies:

1. Your 1.com.my Account Manager will co-ordinate a thorough investigation of the cause of the event and present an action plan to remedy the immediate issue and prevent similar issues from happening in the future.
2. You will have access to a manager 24x7 for issue escalation. If necessary, you will even be able to escalate your issue to our Executive Team.
3. If we fail to meet the commitments of the action plan that was enacted, you may terminate your contract with us by providing written notice describing the incidents, 30 days in advance, given that:
 - You are not overdue on any account
 - You have not been overdue for at least (60) days prior to the date of notice
 - You have not otherwise been in breach of the Master Service Agreement or Acceptable Use Policy

This AUP is a description of types of activities that are not allowed on the 1.com.my network. The Internet is still evolving, and the ways in which the Internet may be abused are also still evolving. Therefore, we may from time to time amend this AUP as set out below to further detail or describe reasonable restrictions on your use of our services. Your continued use of the services will be an acceptance of the AUP as it is changed from time to time.

We may change the AUP to reflect changes in law, regulation or accepted industry practice by posting any changes on our website at 1.com.my to take effect 15 days from the date of posting provided that we inform you at least 15 days in advance via the online ticketing system. In the event that the change materially adversely affects your ability to use the Services, then you can terminate the Agreement by 30 days formal written notice.

This AUP forms part of the terms of your Agreement with us and your Services may be suspended or terminated for breach of this AUP in accordance with the hosting services agreement (MSA or HSA, as applicable). You are responsible for violations of this policy by you or anyone using your service, whether authorised by you or not. If you have any questions, please contact us at support@1.com.my.

1. Internet Abuse

You may not use our network to engage in illegal, abusive, or irresponsible behaviour, including:

- 1.1 unauthorised access to or use of data, services, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorisation of the owner of the system or network;
- 1.2 monitoring data or traffic on any network or system without the authorisation of the owner of the system or network;
- 1.3 interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- 1.4 use of an Internet account or computer without the owner's authorisation;
- 1.5 collecting information by deceit, including, but not limited to Internet scamming (tricking other people into releasing their passwords), password robbery, phishing, security hole scanning, and port scanning;
- 1.6 use of any false, misleading or deceptive TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting;
- 1.7 use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- 1.8 any activity or conduct that is likely to result in retaliation against our network;
- 1.9 any activity or conduct that is likely to be in breach of any applicable laws, codes or regulations including data protection;
- 1.10 introducing intentionally or knowingly into the Service any virus or other contaminating program or fail to use an up to date virus-scanning program on all material downloaded from the Services;
- 1.11 is used to send unsolicited e-mails ("spam");
- 1.12 misrepresenting yourself as other computer networks and users; or
- 1.13 any activity or conduct that unreasonably interferes with our other customers' use of our services.

2. Security

2.1 You must take reasonable security precautions.

2.2 Passwords should consist of at least 8 mixed alpha and numeric characters with case variations. You should not permit a common word to be used as a password. You must protect the confidentiality of your password, and you should change your password regularly.

3. Bulk Commercial E-Mail

3.1 You may not use a 1.com.my Mail Service (such as 1.com.my® Email or 1.com.my's Microsoft Exchange®) to send bulk mail. Please see the applicable Product Terms and Conditions for those services. You may use your dedicated hosted system to send bulk mail, subject to the restrictions in this Acceptable Use Policy;

3.2 Under the European Directive 2002/58/CE of 12 July 2002 on privacy and electronic communications, the use of e-mail for direct marketing is only allowed to recipients who have given their prior consent. We acknowledge that market research is not considered as direct marketing within the meaning of the Directive above, and therefore, the requirements set out below don't apply to bulk e-mails for market research purposes. You must obtain our advance approval for any bulk commercial e-mail other than for market research purposes, for which you must be able to demonstrate the following to our reasonable satisfaction:

3.2.1 Your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure;

3.2.2 Your procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given;

3.2.3 You retain evidence of the recipient's consent in a form that may be promptly produced within 72 hours of receipt of recipient's or our requests to produce such evidence;

3.2.4 The body of the e-mail must include information about where the e-mail address was obtained, for example, "You opted in to receive this e-mail promotion from our Web site or from one of partner sites," and information on how to request evidence of the consent, for example, "If you would like to learn more about how we received your email address please contact us at abuse@yourdomain.com;

3.2.5 You have procedures in place that allow a recipient to revoke their consent – such as a link in the body of the e-mail, or instructions to reply with the word "Remove" in the subject line and such revocations of consent are implemented within 72 hours;

3.2.6 You must post an abuse@yourdoman.com e-mail address on the first page of any Web site associated with the e-mail, you must register that address at abuse.net, and you must promptly respond to messages sent to that address;

3.2.7 You must have a Privacy Policy posted for each domain associated with the mailing;

3.2.8 You have the means to track anonymous complaints;

3.2.9 You may not obscure the source of your e-mail in any manner. Your e-mail must include the recipients e-mail address in the body of the message or in the "TO" line of the e-mail.

3.3 These policies apply to messages sent using your 1.com.my service or network, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site hosted via your 1.com.my service. You may not use third party e-mail services that do not have similar procedures for all its customers.

3.4 We may test and monitor your compliance with these requirements, including requesting opt-in information from a random sample of your list at any time.

4. Unsolicited E-Mail

You may not send any unsolicited e-mail, whether commercial or non-commercial in nature, to any person who has indicated that they do not wish to receive it.

5. Vulnerability Testing

You may not attempt to probe, scan, penetrate or test the vulnerability of a 1.com.my system or network or to breach our security or authentication measures, whether by passive or intrusive techniques without our prior written consent.

6. Newsgroup, Chat Forums, Other Networks

6.1 You must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, such as IRC and USENET groups including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.

6.2 You must comply with the rules of any other network you access or participate in using your our services.

7. Offensive Content

7.1 You may not publish, display or transmit via our network and equipment any content that we reasonably believe:

- 7.1.1 constitutes or encourages child pornography or is otherwise obscene, sexually explicit or morally repugnant;
- 7.1.2 is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- 7.1.3 is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- 7.1.4 is defamatory or violates a person's privacy;
- 7.1.5 creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement bodies;
- 7.1.6 improperly exposes trade secrets or other confidential or proprietary information of another person;
- 7.1.7 is intended to assist others in defeating technical copyright protections;
- 7.1.8 infringes another person's trade or service mark, patent, or other property right;
- 7.1.9 is discriminatory in any way, including by way of sex, race, or age discrimination;
- 7.1.10 facilitates any activity or conduct that is or may be defamatory, pornographic, obscene, indecent, abusive, offensive or menacing;
- 7.1.11 involves theft, fraud, drug-trafficking, money laundering or terrorism;
- 7.1.12 is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to us; and
- 7.1.13 is otherwise malicious, fraudulent, or may result in retaliation against us by offended viewers.

7.2 Content "published or transmitted" via our network or equipment includes Web content, e-mail, bulletin board postings, chat, and any other type of posting, display or transmission that relies on the Internet.

8. Export Control

The Services may not be used by persons, organisations, companies or any such other legal entity or unincorporated body, including any affiliate or group company, which violates export control laws and/or is:

8.1 located in Iran, Cuba, Sudan, Syria, North Korea, and Libya; and/or

8.2 involved with or suspected of involvement in activities or causes relating to:

8.2.1 illegal gambling;

8.2.2 terrorism;

8.2.3 narcotics trafficking;

8.2.4 arms trafficking or the proliferation of weapons of mass destruction;

including any affiliation with others whatsoever who sponsor or support the above such activities or causes.

9. Copyrighted Material

9.1 You may not use our network or equipment to download, publish, distribute, or otherwise copy in any manner any text, music, software, art, image or other work protected by copyright law unless:

9.1.1 you have been expressly authorised by the owner of the copyright for the work to copy the work in that manner; and

9.1.2 you are otherwise permitted by copyright law to copy the work in that manner.

9.2 We will terminate the Service of copyright infringers in accordance with the MSA.

10. Cooperation with Investigations and Legal Proceedings

10.1 We may monitor any content or traffic belonging to you or to users for the purposes of ensuring that the Services are used lawfully. We may intercept or block any content or traffic belonging to you or to users where Services are being used unlawfully or not in accordance with this AUP and you do not stop or provide us with an acceptable reason within 7 days of receipt of a formal written notice from us.

10.2 We may, without notice to you:

10.2.1 report to the appropriate authorities any conduct by you that we believe violates applicable law, and

10.2.2 provide any information we have about you, or your users or your traffic and cooperate in response to a formal or informal request from a law enforcement or regulatory agency investigating any such activity, or in response to a formal request in a civil action that on its face meets the requirements for such a request.

10.3 If we are legally required to permit any relevant authority to inspect your content or traffic, you agree we can provided however that where possible without breaching any legal or regulatory requirement we give you reasonable prior notice of such requirement and an opportunity to oppose and/or attempt to limit such inspection in each case to the extent reasonably practicable.

11. Shared Systems

You may not use any shared system provided by 1.com.my in a way that unnecessarily interferes with the normal operation of the shared system, or that consumes a disproportionate share of the resources of the system. For example, we may prohibit the automated or scripted use of 1.com.my Mail Services if it has a negative impact on the mail system, or we may require you to repair coding abnormalities in your Cloud-hosted code if it unnecessarily conflicts with other Cloud customers' use of the Cloud. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

12. Other

12.1 You must have valid and current information on file with your domain name registrar for any domain hosted on our network.

12.2 You may only use IP addresses assigned to you by our staff.

12.3 You may not take any action which directly or indirectly results in any of our IP space being listed on any abuse database.

13. Consequences of Violation of AUP

You are strictly responsible for the use of your 1.com.my service in breach of this AUP, including use by your customers, and including unauthorised use that you could not have prevented. We will charge you our standard hourly rate for work on any breach of the AUP together with the cost of equipment and material needed to:

13.1 investigate or otherwise respond to any suspected violation of this AUP;

13.2 remedy any harm caused to us or any of our customers by the use of your service in violation of this AUP;

13.3 respond to complaints; and

13.4 have our Internet Protocol numbers removed from any "blacklist".

14. Disclaimer

We are under no duty, and by this AUP are not deemed to undertake a duty, to monitor or police our customers' activities and we disclaim any responsibility for any misuse of our network.

1. THE HOSTING SERVICES AGREEMENT

The Hosting Services Agreement incorporates the following documents by reference: (i) the Services Description that describes the Services you are buying and related fees; (ii) these General Terms and Conditions containing the general terms and conditions applicable to all Services; (iii) the specific Product Terms and Conditions containing the additional terms for the particular Hosting Services you are buying; (iv) the Acceptable Use Policy; and (v) if your Hosted System will be provided from data centres located both in the Malaysia and one or more non-Malaysia jurisdictions, the Country Specific Terms that may be applicable in those jurisdictions. When we use the term "Hosting Services Agreement" or "Agreement" in any of these documents, we are referring collectively to all of them. The Agreement is effective as of the date of the email sent to you by 1.com.my expressly confirming acceptance of your order or the date you accept the Agreement as part of 1.com.my's online order process.

2. DEFINED TERMS

Some words used in the Agreement have particular meanings:

"Acceptable Use Policy" or "AUP" means the 1.com.my Acceptable Use Policy posted at [insert actual url, at least to landing page] as of the date you sign the Agreement.

"Business Day" or "Business Hours" means [business hours]. Monday through Friday, excluding public holidays in the Malaysia.

"Confidential Information" means all information disclosed by one of us to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including: (i) for you, all information transmitted to or from, or stored on, your Hosted System, (ii) for 1.com.my, unpublished prices and other terms of service, audit and security reports, product development plans, solution diagrams, data centre designs (including non-graphic information you may observe on a tour of a data centre), and other proprietary information or technology, and (iii) for both of us, information that is marked or otherwise conspicuously designated as confidential. Information that is independently developed by one of us, without reference to the other's Confidential Information, or that becomes available to one of us other than through breach of the Agreement or applicable law, shall not be "Confidential Information" of the other party.

"Country Specific Terms" means the addendum or addenda that may be incorporated into your Hosting Services Agreement if a portion of your Services are to be provided from a non-Malaysia jurisdiction for which we have special legal terms.

"Hosted System" means a combination of hardware, software and networking elements that comprise an information technology system. Depending on the Services you are buying, the Hosted System may consist of a dedicated system for your use only, or the right to use certain parts of a shared system that 1.com.my maintains for many customers, or a combination of some dedicated elements and some shared elements.

"Hosting Services" means: (i) 1.com.my's provision for your use of the Hosted System described in the Services Description, and (ii) Support.

"Product Terms and Conditions" means the terms and conditions that are incorporated by reference in your Hosting Services Agreement and that state additional terms and conditions for the particular Hosting Services you are buying.

“Services Description” or “Services Description” means a written description of the Hosted System and/or Supplementary Services you are buying from 1.com.my, and related fees, that is incorporated by reference in the Agreement, including any “plan” or other name given to a Services description that you submit to 1.com.my as part of an online order process.

“Service Level Guarantee” or “Service Level Guarantees” means a guarantee or guarantees identified as a “Service Level Guarantee” or “Service Level Guarantees” in the applicable Product Terms and Conditions.

“Services” means Hosting Services and Supplementary Services, collectively.

“Supplementary Services” means those services you purchase from 1.com.my other than the Hosting Services, such as database administration or “DBA” services, and assistance or support for the application that you operate on your Hosted System.

“Support” has the meaning stated in the applicable Product Terms and Conditions.

“The Fanatical Support Promise” means the 1.com.my commitment stated at [URL/page no.]

3. OUR OBLIGATIONS

1.com.my’s obligation to begin providing Services is contingent on your satisfaction of 1.com.my’s credit approval criteria. 1.com.my will provide the Hosting Services in accordance with the Services Description, the Service Level Guarantees, and other specifications in this Agreement. 1.com.my will perform any Supplementary Services in a good and professional manner. 1.com.my will maintain security practices that are at least as stringent as the minimum security practices described at [Url/page no.] and will provide the specific security services described in your Services Description. 1.com.my will perform all Services in accordance with applicable law.

4. YOUR OBLIGATIONS

You must use reasonable security precautions in connection with your use of the Services. You must comply with the laws applicable to your use of the Services and with the Acceptable Use Policy. You must cooperate with 1.com.my’s reasonable investigation of Service outages, security problems, and any suspected breach of the Agreement. You are responsible for keeping your account permissions, billing, and other account information up to date using your [customer control panel] or via another 1.com.my defined process. You must pay when due the fees for the Services stated in the Services Description or other agreement between us. If there is a dispute with respect to any portion of an invoice, you shall pay the undisputed portion of the fees promptly and provide written details specifying the basis of any dispute. Each of us agrees to work together to promptly resolve any disputes.

5. PROMISES WE DO NOT MAKE

5.1 We do not promise that the Services will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, Confidential Information and property.

5.2 We disclaim any and all warranties not expressly stated in the Agreement to the maximum extent permitted by law, including the implied warranties relating to satisfactory quality and fitness for a particular purpose. You are solely responsible for the suitability of the services chosen. Any services that we are not contractually obligated to provide but that we may perform for you at your request and without any additional charge are provided on an ‘AS IS’ basis.

5.3 We do not have knowledge of the data you store within your Hosted System, including the quantity, value or use of the data. You are therefore responsible to take all reasonable steps to mitigate the risks inherent in the provision of the Services, including data loss. The Services that 1.com.my has agreed to provide to assist you to mitigate such loss (if required) are set out in the Services Description, which may include backup services and geographically redundant servers. 1.com.my does not promise to back up your data unless you have purchased backup services. If you purchase backup services 1.com.my does not promise to retain any data backup(s) for longer than the agreed data retention period as set out in the Services Description. In all events, you release 1.com.my from liability for loss of data to the extent that the data has changed since the time that we were last required by the Agreement to perform a backup.

5.4 We will provide Support only to your administrative or technical contacts listed on your account. We will not provide support directly to your end users unless specifically agreed in writing.

5.5 Certain 1.com.my Services are designed to help you comply with various regulatory requirements that may be applicable to you. However, you are responsible for understanding the regulatory requirements applicable to your business and for selecting and using those Services in a manner that complies with the applicable requirements.

6. UNAUTHORISED ACCESS TO YOUR DATA OR USE OF THE SERVICES

1.com.my is not responsible to you or any third party for unauthorised access to your data or the unauthorised use of the Services unless the unauthorised access or use results from 1.com.my's failure to meet its security obligations stated in Section 3 (Our Obligations) of these General Terms and Conditions or the Services Description. You are responsible for the use of the Services by any employee of yours, any person you authorize to use the Services, any person to whom you have given access to the Services, and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorised by you.

7. TAXES ON SERVICES

If 1.com.my is required by law to collect taxes on the provision of the Services, you must pay 1.com.my the amount of the tax that is due or provide 1.com.my with satisfactory evidence of your exemption from the tax. You must provide 1.com.my with accurate factual information to help 1.com.my determine if any tax is due with respect to the provision of the Services.

8. EXPORT MATTERS

You represent and warrant that you will not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, nor will you provide administrative access to the Services to any persons (including any natural person, government or private entity or other form of body corporate) that is located in or is a national of any country that is embargoed or highly restricted under Malaysia export regulations.

9. CHANGES TO THE ACCEPTABLE USE POLICY

9.1 We may change the Acceptable Use Policy to add or modify restrictions on our customers' use of the Services, provided that the changes are reasonable and consistent with hosting industry norms. If we make a change to the AUP we will publish a revised version of the AUP at [URL/page no]. The revised AUP will become effective as to you on the first to occur of:

9.1.1 the first day of a renewal term for the Agreement that begins at least thirty (30) days after the time that the revised AUP has been posted;

9.1.2 your execution of a new or additional agreement for all or part of your Hosted System that incorporates the revised AUP by reference; or

9.1.3 thirty (30) days following our written notice to you of the revision to the AUP.

9.2 If your compliance with the revised AUP would adversely affect your use of the Hosting Services, and you give a written notice of your objection no later than thirty (30) days following the date that the revised AUP would otherwise have become effective as to you, we will not enforce the revision as to you until sixty (60) days following the date the revision would otherwise have become effective as to you, and you will continue to be subject to the prior version. During the sixty (60) day period, you may elect to terminate the Agreement on these grounds by giving written notice. We will not charge you an early termination fee for a termination on these grounds. If you do not elect to terminate during the sixty (60) day period, then the revised AUP will become effective as to you as of the end of the sixty (60) day period. If you terminate your Services under this Subsection, we may decide to waive that change as to you and keep your Agreement in place for the remainder of the term.

10. SUSPENSION OF SERVICES

10.1 We may suspend Services without liability if:

10.1.1 we reasonably believe that the Services are being used in breach of the Agreement;

10.1.2 you don't cooperate with our reasonable investigation of any suspected violation of the Agreement;

10.1.3 there is an attack on your Hosted System or your Hosted System is accessed or manipulated by a third party without your consent;

10.1.4 we are required by law to suspend your Services; or

10.1.5 there is another event for which we reasonably believe that the suspension of Services is necessary to protect the 1.com.my network or our other customers.

10.2 We will give you advance notice of a suspension under this clause of at least twelve (12) Business Hours unless we determine in our reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect 1.com.my or its other customers from imminent and significant operational or security risk. If your Hosted System is compromised, then you must address the vulnerability prior to 1.com.my placing the Hosted System back in service or, at your request, we may be able to perform this work for you at our standard hourly rates as a Supplementary Service.

11. TERMINATION FOR BREACH

11.1 You may terminate the Agreement for breach if we:

11.1.1. materially fail to provide the Services as agreed and do not remedy that failure within ten (10) days of your written notice describing the failure;

11.1.2. fail to meet The Fanatical Support Promise™ [rename?] (subject to the conditions and procedures described at [honouring promise URL/page no]); or

11.1.3. materially fail to meet any other obligation stated in the Agreement and do not remedy that failure within thirty (30) days of your written notice describing the failure.

11.2 We may terminate the Agreement for breach if:

- 11.2.1. we discover that the information you provided for the purpose of establishing the Services is materially inaccurate or incomplete;
- 11.2.2. the individual signing the Agreement did not have the legal right or authority to enter into the Agreement on behalf of the person represented to be the customer;
- 11.2.3. your payment of any invoiced amount is overdue and you do not pay the overdue amount within four (4) Business Days of our written notice;
- 11.2.4 you have made payment arrangements via credit card or other third party, and the third party refuses to honour our charges;
- 11.2.5. you fail to comply with any other obligation stated in the Agreement and do not remedy the failure within thirty (30) days of our written notice to you describing the failure;
- 11.2.6. you breach the AUP more than once even if you remedy each breach; or
- 11.2.7. your agreement for any other 1.com.my service is terminated for breach of the acceptable use policy applicable to that service.

12. CONFIDENTIAL INFORMATION

12.1 Each of us agrees not to use the other's Confidential Information except in connection with the performance or use of the Services, as applicable, the exercise of our respective legal rights under the Agreement, or as may be required by law. Each of us agrees not to disclose the other's Confidential Information to any third person except as follows:

- 12.1.1 to each of our respective service providers, agents and representatives, provided that such service providers, agents or representatives agree to confidentiality measures that are at least as stringent as those stated in this General Terms and Conditions; or
- 12.1.2. to a law enforcement or government agency if requested, or if either of us reasonably believes that the other's conduct may violate applicable criminal law;
- 12.1.3. as required by law; or
- 12.1.4. in response to a court order or other compulsory legal process, provided that each of us agrees to give the other written notice of at least seven (7) days prior to disclosing Confidential Information under this clause (or prompt notice in advance of disclosure, if seven (7) days advance notice is not reasonably feasible), unless the law forbids such notice.

13. LIMITATION ON DAMAGES

13.1 Subject to clause 13.2, but without prejudice to 1.com.my's right to the fees for the Services, including any early termination fee (if applicable) and your right to service credits under the applicable Service Level Guarantee and/or termination for our failure to meet the Fanatical Support Promise:

- 13.1.1 each party's liability to the other for direct loss or damages whether in tort (including, without limitation, negligence), contract or otherwise, is limited to and shall not exceed:
 - 13.1.1.1 for Hosting Services, an amount that is twelve (12) times the monthly recurring fee under this Agreement as of the time of the occurrence of the event(s) giving rise to the claim; and
 - 13.1.1.2 for Supplementary Services, fees paid for the Supplementary Services that are the subject of the claim;

13.1.2 neither party will be liable to the other in any way for any special, incidental, economic, or indirect loss or damages, or for loss of data, loss of profits, revenues, customers or contracts, wasted management time, increased costs or expenses, whatsoever and howsoever arising including in connection with the performance, non-performance or delayed performance of the Services or otherwise under this Agreement even if that party has been advised by the other or should have reasonably been aware of the possibility of such loss.

13.2. Nothing in this Agreement limits or excludes either party's liability for any loss or damages resulting from:

13.2.1 death or personal injury caused by its negligence; and

13.2.2 any fraud or fraudulent misrepresentation.

13.3. The service credits stated in the Service Level Guarantee are your exclusive remedy for 1.com.my's failure to meet those guarantees for which service credits apply.

13.4. Termination of the Agreement is your exclusive remedy for 1.com.my's failure to meet The All Day Support Promise.

13.5 1.com.my agrees to have valid insurance cover in place for its own legal liability to you under this Agreement up to the limits set out in this clause 13. As the fees for the Services properly reflect the delineation of risk between the parties, each party agrees to ensure that it will be responsible for making its own arrangements for the insurance of any loss in excess of its accepted legal liability as necessary.

14. INDEMNIFICATION

14.1 If we, our affiliates, or any of our or their respective employees, agents, or suppliers (the "Indemnitees") is faced with a legal claim by a third party arising out of your actual or alleged negligence, breach of law, failure to meet the security obligations required by the Agreement, breach of the AUP, breach of your agreement with your customers or end users, or breach of Section 8 (Export Matters) or Section 16 (Software) of this General Terms and Conditions, then you will pay the cost of defending the claim (including reasonable legal fees) and any damages award, fine or other amount that is imposed on the Indemnitees as a result of the claim. Your obligations under this clause include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorised by you. You must also pay reasonable legal fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your account with 1.com.my, or any claim by your customer or end user arising from an actual or alleged breach of your obligations to them.

14.2 We will choose legal counsel to defend the claim, provided that these decisions must be reasonable and must be promptly communicated to you. You must comply with our reasonable requests for assistance and cooperation in the defense of the claim. We may not settle the claim without your consent, although such consent may not be unreasonably withheld, delayed or conditioned. You must pay reasonable legal fees and expenses due under this clause as we incur them.

15. PUBLICITY

You agree that we may publicly disclose that we are providing Services to you and may use your name and logo to identify you as our customer in promotional materials, including press releases. We will not use your name or logo in a manner that suggests an endorsement or affiliation.

16. SOFTWARE

16.1 General. You may not copy any software we provide for your use, unless expressly permitted by this Agreement. You may not remove, modify or obscure any copyright, trade mark, or other proprietary rights notices that appear on any software we provide for your use. Unless permitted by the terms of an open source software licence, you may not reverse engineer, decompile or disassemble any software we provide for your use except and to the extent that you are expressly permitted by applicable law to do this, and then following at least ten (10) days advance written notice to 1.com.my. In addition to the terms of this Agreement, your use of any Microsoft® software is governed by Microsoft's licence terms that appear at:

[URL] including use restrictions on Microsoft software that is provided for your use under a subscriber access licence or "SAL" or an "anonymous" licence as indicated in your Services Description. If you use any non-1.com.my supplied software on your Hosted System, you represent and warrant to 1.com.my that you have the legal right to use the software in that manner. On 1.com.my's request you will certify in writing that you are in compliance with this clause and any other software licence restrictions that are part of the Agreement, and will provide reasonable evidence of your compliance as we may reasonably request.

16.2 Customer Provided Licences. If we have agreed to install, patch or otherwise manage software for you in reliance on your licence with a software vendor (rather than 1.com.my's licence with the software vendor), then you represent and warrant that you have a written licence agreement with the software vendor that permits 1.com.my to perform these activities. You agree that you will provide 1.com.my with evidence of licensing as 1.com.my may reasonably require prior to the scheduled deployment date, and from time to time as necessary to update the status of the licence. If you fail to provide the required evidence of licensing, 1.com.my may, at its option, either:

- 16.2.1. delay the deployment date for the Hosted System that was to include such software until such time as the required evidence is provided;
- 16.2.2. deploy the Hosted System in reliance on 1.com.my's licensing agreement with the software vendor, and charge you its standard fee for the use of the software until such time as the the required evidence is provided; or
- 16.2.3. suspend or terminate the Agreement.

Your licensed software may not be compatible with our standard process for deploying and repairing Hosted Systems. In addition, in order to install the software, 1.com.my may require you to send the physical or electronic media provided to you by the software vendor, both for deployment, and again in the event of a failure of your Hosted System. You agree that 1.com.my will not be in breach of any Service Level Guarantee or other obligation under this Agreement that would not have occurred but for the delay resulting from our agreement to use your licensed software.

17. RECOMMENDATIONS

1.com.my personnel may from time to time recommend third party software or other products and services for your consideration. 1.com.my MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING SUCH PRODUCTS AND SERVICES. Your use of any products and services not provided by 1.com.my is governed by the terms of your agreement with the provider of those products and services, and is at your sole risk. 1.com.my is not responsible in any way for the third party product's performance, features nor failures.

18. WHO MAY USE THE SERVICES

You may permit your subsidiaries and affiliated companies to use the Services if you wish. 1.com.my will provide support only to you, not to your customers, subsidiaries or affiliates. There are no third party beneficiaries to the Agreement, meaning that your customers, subsidiaries, affiliates, and other third parties do not have any rights against either of us under the Agreement.

19. DATA PROTECTION

Each of us agrees to comply with our respective obligations under the Data Protection Act 1998 (the "Act") as applicable to personal data that it controls or processes as part of, or in connection with, its use or provision of the Services. Specifically, but without limitation, you must comply with the Act as it relates to personal data that you store or transfer using your Hosted System.

You agree that, subject to the requirements of this paragraph and 1.com.my's obligations stated in Section 26 (Assignment, Subcontractors), 1.com.my may give its affiliates and subcontractors outside of the [European Economic Area (EEA)] access to personal data you store on your Hosted System. For example, we may provide our [US affiliates] with access to your Hosted System so that the [US affiliate] may provide Support to you during our of office hours in Malaysia.

We agree that we will not provide access to personal data that you store on your Hosted System to any subcontractor or affiliate outside of the [EEA] unless that person meets the requirements stated below during the entire time that it has access to the personal data:

19.1.1 for personal data for which we are a "controller" under the Act, the affiliate or subcontractor to whom we transfer the personal data is either (i) located in a country for which the [European Commission] has made a positive finding of adequacy, or (ii) the affiliate or subcontractor is located in the [United States] and has certified to the [United States Department of Commerce] that it adheres to the Safe Harbour framework developed by the United States Department of Commerce in coordination with the European Union, and

19.1.2 for personal data for which we are a "processor" under the Act, the affiliate or subcontractor that has access to the Hosted System has signed a data processing agreement with us.

20. DATA CENTRES

We are constantly upgrading our data centre facilities and in order for you to benefit from this, you agree that we may relocate your servers within our data centres, make changes to the provision of the Services, URLs and your IP addresses and may establish new procedures for the use of the Services. In each case we will give you reasonable advance notice and use all reasonable endeavours to minimise the effect that such change will have on your use of the Services.

21. NO HIGH RISK USE

You may not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the Services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or medical life support devices.

22. TEST SERVICES

If you use any Services that have been designated as a “Beta” service, pilot test, limited release, or with similar designation, then your use of that Service is subject to the terms at www.1.com.my.co.uk/legal/betaservices

23. SERVICES MANAGEMENT AGENT

You agree that you will not interfere with any services management software agent(s) that 1.com.my installs on your Hosted System. 1.com.my agrees that its agents will use only a minimal amount of computing resources, and will not interfere with your use of your Hosted System. 1.com.my will use the agents to track the hardware and software that 1.com.my provides, so that it can more efficiently manage various service issues, such as patching exceptions and product life cycles. 1.com.my may also use the software to identify security vulnerabilities. 1.com.my will not use the agents to view or capture your content or data. Your Services will be come “unsupported” as described in the Product Terms if you disable or interfere with our service management software agents. You agree that 1.com.my may access your Hosted System to reinstall services management software agents if you disable or interfere with their performance.

24. NOTICES

Your routine communications regarding the Services, including any notice of non-renewal, should be sent to your 1.com.my account team using the [customer control panel]. If you want to give a notice regarding termination of the Agreement for breach, indemnification, or other non-routine legal matter, you should send it by electronic mail and first class post to:

support@1.com.my

Your Website Solution Sdn Bhd

B-3-01, Jalan PJU 1A/7A, Oasis Ara Damansara,
47301 Petaling Jaya, Selangor, Malaysia

1.com.my’s routine communications regarding the Services and legal notices will be sent to the individual(s) you designate as your contact(s) on your account either by electronic mail (including an electronic mail referring you to a ticket posted on your Customer control panel portal), first class post, or overnight courier, except that 1.com.my may give notice of an amendment to the AUP by posting the notice on your Customer control panel portal. Notices are deemed received as of the time delivered, or if that time does not fall on a Business Day, as of the beginning of the first Business Day following the time delivered, except that notices of AUP amendments are deemed delivered as of the first time that you log on to your Customer control panel portal after the time that the notice is posted. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices must be given in the English language.

25. OWNERSHIP OF INTELLECTUAL PROPERTY

Each of us retains all right, title and interest in and to our respective trade secrets, inventions, copyrights and other intellectual property. Any intellectual property developed by 1.com.my during the performance of the Service(s) shall belong to 1.com.my unless we have agreed with you in advance in writing that you shall have an interest in the intellectual property.

26. OWNERSHIP OF OTHER PROPERTY

You do not acquire any ownership interest in or right to possess the Hosted System, and you have no right of physical access to the Hosted System. We do not acquire any ownership interest in or right to the information you transmit to or from or store on your 1.com.my servers or other devices or media.

27. INTELLECTUAL PROPERTY INFRINGEMENT

If 1.com.my or any of its customers is faced with a credible claim that the Services infringe the intellectual property rights of a third party, and 1.com.my is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then 1.com.my may terminate the Services on reasonable notice of at least ninety (90) days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.

28. ASSIGNMENT/SUBCONTRACTORS

Neither party may assign the Agreement without the prior written consent of the other party except as part of a bona fide corporate reorganisation or a sale of its business. 1.com.my may use third party service providers to perform all or any part of the Services, but 1.com.my remains responsible to you under this Agreement for Services performed by its third party service providers to the same extent as if 1.com.my performed the Services itself.

29. FORCE MAJEURE

Neither of us will be in breach of the Agreement if the failure to perform the obligation is due to an event beyond our control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organised labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

30. GOVERNING LAW, LAWSUITS

The Agreement is governed by the English law and each of us expressly and unconditionally submits to the exclusive jurisdiction of the courts of England and Wales except that 1.com.my may seek to enforce any judgment anywhere in the world where you may have assets. Each of us agrees that it will not bring a claim under the Agreement more than two (2) years after the event giving rise to the claim occurred.

31. SOME AGREEMENT MECHANICS

31.1 Changes to Terms on Website. These General Terms and Conditions, the applicable Product Terms, and any applicable Country Specific Terms are incorporated in your Agreement by reference to pages on the 1.com.my website. Although we may from time to time revise the General Terms and Conditions, Product Terms and Country Specific Terms posted on these pages, those revisions will not vary the Agreement until the first day of any renewal or extended term that follows the date that we publish the revision. However if over time you sign multiple Agreements for a single Hosted System, for example to add service elements to an existing Hosted System, then the version of the General Terms and Conditions, Product Terms and Conditions and Country Specific Terms (if any) referenced in the last signed Agreement will govern the entire Hosted System, unless otherwise agreed in writing.

31.2 Modifications. Unless otherwise expressly permitted in this Agreement, the General Terms and Conditions, Product Terms, Acceptable Use Policy, and Country Specific Terms may be amended only by a formal written agreement signed by both parties. A Services Description may be amended to modify, add, or remove services by a formal written agreement signed by both parties, or by an exchange of correspondence, including via electronic mail or the 1.com.my ticketing system, that includes the express consent of an authorised individual for each of us. The pre-printed terms on your purchase order or other business forms will not become part of this Agreement.

31.3 Order of Precedence. If there is a conflict between the terms of any of the documents that comprise the Agreement, the documents will govern in the following order: signature page for the Hosting Services Agreement, Country Specific Terms (if any), Services Description, Product Terms, any addendum to the General Terms and Conditions, the General Terms and Conditions, and the Acceptable Use Policy.

31.4 Unenforceable Provisions. If any part of the Agreement is found unenforceable by a court, the rest of the Agreement will nonetheless continue in effect, and the unenforceable part shall be reformed to the extent possible to make it enforceable but still consistent with the business and financial objectives of the parties underlying the Agreement.

31.5 No Waiver. Each party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.

31.6 No Partnership. The relationship between the parties is that of independent contractors and not business partners. Neither party is the agent for the other, and neither party has the right to bind the other to any agreement with a third party.

31.7 Interpretation. The captions in the Agreement are for convenience only and are not part of the Agreement. The use of the word "including" in the Agreement shall be read to mean "including without limitation." The words "our" and "us" refer to 1.com.my unless the context clearly indicates another meaning. The Agreement is effective when you sign it, even though the "initial term" may be defined in the Agreement with reference to the Service Commencement Date or other date.

31.8 Survival. The following terms shall survive expiration or termination of the Agreement: Sections 7, 12, 13, 14, 17, 21, 22, 23, 24, 29, and 30 of these General Terms and Conditions, all terms of the Agreement requiring you to pay any fees for Services provided prior to the time of expiration or termination or requiring you to pay an early termination fee, and all other provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement.

31.9 Changes Not Made Known. If you have made any change to the Agreement that you did not bring to 1.com.my's attention in a way that is reasonably calculated to put 1.com.my on notice of the change, the change shall not form part of the Agreement.

31.10 Counterparts. The Agreement may be signed in multiple counterparts, which taken together will be considered one original. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures.

This General Terms and Conditions represents the entire relationship between the parties and supersedes all previous written or other correspondence and agreements, understandings or communications, whether written or oral, as to the subject matter of this General Terms and Conditions.

In addition to the General Terms and Conditions, your use of the Mail Services is subject to the following additional terms and conditions:

1. ADDITIONAL DEFINED TERMS

Some words used in this Addendum have particular meanings:

"Bulk Mail" means email messages of similar content that are sent to more than 250 recipients. Mail messages sent within the same domain name, or from your domain name to your other domain name(s) hosted on the 1.com.my system are not "Bulk Mail" for the purposes of this definition.

"Effective Date" means the date on which you have submitted a signed Agreement for Mail Services and we have received your payment for the first month's service.

"Junk Mail" means email that is captured by our mail filter and other email that is reported by you to 1.com.my as undesirable.

"Mail Service" or "Mail Services" means the 1.com.my Email, Microsoft Hosted Exchange, and/or other email service described in your Services Description, plus Support, as defined below. "Mail Services" does not include any mail applications that 1.com.my licenses for use on a fully- or partially-dedicated Hosted System.

"Support" means (i) management of the Mail Service by a customer care team that includes individuals trained in the system you select, and (ii) availability of support twenty-four (24) hours per day, seven days per week, year round.

2. ADDITIONAL 1.COM.MY OBLIGATIONS

In addition to its obligations stated in the General Terms and Conditions, 1.com.my will provide the following services as part of your Mail Services:

2.1 Administration. 1.com.my will provision the initial environment. You will otherwise be responsible for administering your Mail Service, including adding mailboxes, adding wireless or other service components, adding storage capacity, managing settings, and configuring spam filters.

2.2 Service Level Agreement. ("SLA"). Your Mail Service will be available 100% of the time in a given calendar month, excluding downtime due to maintenance.

2.2.1 Downtime. Downtime exists if you are unable to send or receive mail as a result of a failure of your Mail Service. Downtime does not exist if you are unable to send or receive mail as a result of a failure outside of 1.com.my's reasonable control, such as your connection to the Internet, your computer, your mobile device, or your systems. 1.com.my will perform maintenance on the Mail Services on a regularly scheduled basis within its published maintenance windows, 1.com.my may also perform unscheduled emergency maintenance if needed to address new security threats or other non-routine events. Delays that may occur while the Mail Service makes planned transitions between redundant system elements is considered maintenance. If 1.com.my expects any maintenance to take more than twenty minutes, it will make reasonable efforts to post an announcement on the system status page at least seven (7) days in advance of the maintenance, but we do not guarantee such notice. Delivery delays are considered downtime only for the period that mail is not being processed.

2.2.2 In the event of downtime, you are eligible for a credit as follows:

2.2.2.1 if the downtime continues for five (5) consecutive hours or more, you may request a credit equal to the monthly recurring fee for the affected Mail Service (1.com.my Email, Microsoft Exchange, BlackBerry Enterprise Server or ActiveSync) multiplied by the percentage of your mailboxes affected (the "Maximum Credit"); or

2.2.2.2 If the downtime continues for less than five (5) consecutive hours, then you may request a prorated portion of the Maximum Credit equal to the number of minutes of downtime divided by five (5) hours (300 minutes).

You are not entitled to a credit if you are in breach of the Agreement (including your payment obligations to us) at the time of the occurrence of the event giving rise to the credit until you have cured the breach. You are not entitled to a credit if the event giving rise to the credit would not have occurred but for your breach of the Agreement.

You must request a credit through your control panel within seven (7) days following the end of the downtime. Your request must describe the downtime, including the specific Mail Service affected, the start and end time of the downtime, a percentage or list of mailboxes affected, and specifically how your use of the Mail Service was adversely affected. 1.com.my will apply any credit that is due against your next invoice for Mail Services.

2.3 Support. 1.com.my will provide Support to your designated administrator(s) or technical contacts on the account. 1.com.my will not provide Support directly to your end users unless specifically agreed in writing.

3. LIMITATIONS ON MAIL SERVICES

3.1 Filtering. 1.com.my provides certain services designed to filter unwanted email, such as spam, phishing scams, and email infected with viruses. You acknowledge that the technological limitations of the filtering service will likely result in the capture of some legitimate email, and the failure to capture some unwanted email, including email infected with viruses. Email that is quarantined by the filtering system is excluded from the Service Level Guarantee.

3.2 Delivery Failures. 1.com.my will use commercially reasonable efforts to deliver your email messages. Third party filtering services may from time to time prevent successful delivery of your messages.

3.3 You hereby release 1.com.my and its employees, agents, suppliers, and affiliates from any liability or damages arising from the failure of 1.com.my's filtering services to capture unwanted email or from a failure of your email to reach its intended recipient as a result of a filtering service used by the recipient or the recipient's email service provider.

3.4 Memory Limitations. Mail that exceeds the storage limit when received may be permanently lost. You may adjust the storage capacity of your individual mailboxes via the control panel, and it is your obligation to monitor and adjust the storage capacity of individual mailboxes as needed. An individual email message that exceeds the per-message size limit may also be permanently lost. As of May 2008, the per message size limit is 50MB.

3.5 Backups. 1.com.my performs data backups on a "snap shot" basis at a specific moment. Therefore 1.com.my may not create a backup of every item that is sent, received or stored. The backup will only capture those items (including mailboxes and public folders) that are present during the time of the backup. Data on backups may be retrieved only for a limited number of days. See information in Section 5.3 (Records Retrieval) below regarding Records Retrieval services.

3.6 Bulk Mail. You may not use the Mail Services to send Bulk Mail except via a 1.com.my approved mail marketing service. You may not send bulk or commercial mail that has a 1.com.my Mail Service return address or references a 1.com.my Mail Service address, unless approved by 1.com.my in advance. You may not intentionally use your Mail Service for the purpose of receiving bulk mail from others. For example, you may not submit any Mail Service email address to a "Safelist" or "Free for All" list.

3.7 Unsolicited Mail. You may not send email to anyone with whom you do not have a pre-existing relationship, unless the recipient has published or otherwise provided his or her email address in a manner which implies consent to receive the email.

3.8 System Abuse. You may not use the Mail Services in a way that creates technical disturbances for other 1.com.my mail customers or for the 1.com.my systems generally. Specifically, but without limitation:

3.8.1 No Shared Mailboxes. Each mailbox may be used by one natural person at a time. Attempts to log into a single mailbox simultaneously from more than one computer are prohibited. You may not use automated tools such as "Fetchmail" or "Microsoft Exchange Connector" to virtualize one mailbox into multiple mailboxes;

3.8.2 Automated Use. Mailboxes are not designed for automated use, such as sending email from web servers, or receiving email from automated programs. Such use is permitted provided that you do not violate this Agreement or disrupt the normal operation of the mail system, but we do not provide technical support for this type of use.

4. CUSTOMER SECURITY OBLIGATIONS

The General Terms and Conditions require you to use reasonable security precautions in light of your use of the Services. For Mail Services, this includes using a desktop virus scanner and firewall on computers that are connected to the Internet.

5. ADDITIONAL TERMS FOR CERTAIN SERVICES

The following additional terms will apply if you elect to purchase one of the services described below:

5.1 Migration Services. At your request, we will provide an advance estimate of fees based on the information you provide to us. However, you acknowledge that our fee will be calculated on the basis of the actual number of mailboxes and amount of data migrated and may exceed the estimate. You acknowledge that after we begin the migration services we may discover technical limitations related to the configuration of your data that prevent us from successfully completing the migration. We will not charge you a fee if we are unable to successfully migrate your data. You acknowledge that there is a special risk that data will be lost during a migration. You agree that you will create a reliable back up of all data to be migrated prior to the time that we begin the migration. You agree that we are not liable to you for damages resulting from the loss or corruption of your information as part of the migration.

5.2 Domain Name Services. If you register, renew or transfer a domain name through 1.com.my, 1.com.my will submit the request to its domain name services provider (the "Registrar") on your behalf. 1.com.my's sole responsibility is to submit the request to the Registrar. 1.com.my is not responsible for any errors, omissions or failures of the Registrar. Your use of domain name services is subject to the applicable legal terms of the Registrar posted on their website. You are responsible for closing any account with any prior reseller or registrar for the requested domain name, and you are responsible for responding to any inquiries sent to you by the Registrar.

5.3 Records Retrieval. For 1.com.my Mail, you will be able to recover deleted messages yourself via the administrative control panel for up to fourteen (14) days from the day deleted. For 1.com.my Microsoft Exchange, you will not be able to recover your deleted mail yourself, but 1.com.my will recover your deleted mail for you on a fee basis for up to fourteen (14) days from the day deleted. For both 1.com.my Mail and 1.com.my Microsoft Exchange your deleted messages may not be available after fourteen (14) days from the day deleted. Records retrieval services will be performed on a fee basis and will take up to two (2) hours for a deleted item, and up to six (6) hours for an entire mailbox. At your written request made at or prior to the termination of your Mail Service, 1.com.my will provide a complete copy of your mail data on a fee basis no later than ten (10) days following the date of the request, provided that all payments on your account must be made prior to 1.com.my's release of the copy of the data to you.

5.4 Archiving Services. If you purchase archiving services, the archiving services will capture only the email that you send or receive after the date that the archiving services are implemented. Upon termination of your account for Mail Services, or your archiving service, we will destroy your archived data unless you have made other arrangements with us.

1.com.my's archiving services are designed to help you comply with various legal and regulatory requirements that may be applicable to you. However, you are responsible for understanding the legal and regulatory requirements applicable to your business and for using your archiving service in a manner that complies with the applicable requirements.

In addition, 1.com.my's archiving service has certain limitations that may mean it is not an appropriate archiving solution for you. Please see the product description at www.1.com.my.com/apps/support/node/1047 for more information.

5.5 DVD/CD Backup Services. If you purchase DVD/CD backup services, then you acknowledge that 1.com.my will store the data on the DVD/CD in unencrypted form. 1.com.my has no liability to you arising from a data breach or other harm arising from the shipment of the DVD/CD to you.

6. WIRELESS

Your use of the wireless components of the Mail Service is also subject to the terms of your agreement with Research in Motion for your Blackberry® devices or end user software, or Good Technology for your Goodlink® devices or end user software, as applicable. You acknowledge that 1.com.my does not have expertise or specialized training with respect to the wireless components, and agree that 1.com.my's support obligation with respect to these components is limited to such efforts as may be reasonably expected of technicians having generalized knowledge and training in information technology systems.

The wireless components of the Mail Service contain "strong encryption" that is controlled for export by law.

7. TERM

The initial term of each Agreement begins on the Effective Date and continues for the period stated in the Service Description. Upon expiration of the initial term, the Agreement will automatically renew for successive renewal terms of one month each unless and until one of us provides the other with thirty (30) days advance written notice of non-renewal.

8. TERMINATION FOR CONVENIENCE

You may terminate the Agreement for convenience at any time on thirty (30) days advance written notice. 1.com.my may terminate for convenience at any time on one hundred and twenty (120) days advance written notice.

9. FEES

9.1 Recurring fees will be billed in advance, either monthly, quarterly, or annually, as agreed. Non-recurring fees, such as migration services and records retrieval, will be billed monthly in arrears. Fee changes due to changes in the services (e.g. increase or decrease in number of mailboxes or amount of storage, addition or deletion of wireless service components) will be effective either: (i) as of the date of the change to the service, with a prorated amount due for any partial month, or (ii) as of the beginning of the next calendar month, at 1.com.my's option.

9.2 Payment of all our invoices shall be due on receipt. If you have arranged for payment by credit card or direct debit, 1.com.my may charge your card or account on or after the invoice date. If any amount is overdue by more than twenty eight (28) days, 1.com.my may:

9.2.1 charge interest on overdue amounts at 1.5% per month. In the event 1.com.my brings a legal action to collect due to late payment of valid invoices, you must also pay 1.com.my's costs of collection, including reasonable legal fees, expenses and court costs. If your payment is returned for insufficient funds, we may charge you an administration fee up to the maximum amount permitted by law.

9.2.2 suspend all Services, and services provided pursuant to any unrelated agreement, if you do not pay the overdue amount within four (4) Business Days of our written notice to your billing contact. You agree that if your Services are reinstated after a suspension for non-payment, you will pay a reasonable reinstatement fee.

9.3 All payments will be made in the currency in the Services Description at the exchange rate at the date of the invoice.

9.4 Invoices that are not disputed within 180 days of invoice date are conclusively deemed accurate.

9.5. We may increase our fees for Mail Services at any time by posting the new fees in the control panel or providing notice to you via ticket. Fee increases will not be applied to your Mail Services purchased prior to the time of the fee increase until at least forty-five (45) days after the date the new fees are first published, but any new Mail Services you purchase after a fee increase will be charged at the new fees.

10. ADDITIONAL SUSPENSION, TERMINATION AND INDEMNIFICATION GROUNDS

In addition to the other grounds for suspension and termination stated in Section 10 (Suspension of Services) and Section 11.2 (Termination for Breach) of the General Terms and Conditions, we may suspend your Mail Services or terminate the Agreement immediately and without notice if: (i) you use your Mail Service in violation of the use restrictions in the Agreement, including those in the AUP and at Section 3.6 (Bulk Mail) or Section 3.7 (Unsolicited Mail) above, (ii) your Mail Service email address or related IP number(s) is/are blacklisted by any third party, or 1.com.my is retaliated against as a result of your email, regardless of whether you are in breach of the AUP or other part of the Agreement, or are otherwise at fault, or (iii) we receive excessive or repeated complaints from your email recipients, regardless of whether you are in breach of this AUP or are otherwise at fault. Complaints from email recipients and third party abuse agencies (e.g. SpamHaus or Spamcop) shall be deemed proof of the facts stated therein unless you provide compelling evidence to the contrary.

Your indemnity obligations stated in Section 14 (Indemnification) of the General Terms and Conditions shall, in addition to the other grounds stated, cover any third party claim arising from your use of the Mail Service, except to the extent such claim arises from 1.com.my's breach of the Agreement, negligence, recklessness, or willful misconduct.

11. PRIVACY

11.1 Content/Message Routing Data. Your email messages and other items sent or received via the Mail Service will include: (i) the content of the communication ("content"), and (ii) certain information that is created by the systems and networks that are used to create and transmit the message (the "message routing data"). The content includes things like the text of email messages and attached media files, and is generally the information that could be communicated using some media other than email (like a letter, telephone call, CD, DVD, etc.) The message routing data includes information such as server hostnames, IP addresses, time-stamps, mail queue file identifiers, and spam filtering information, and is generally information that would not exist but for the fact that the communication was made via email.

11.2 Content Privacy. We respect your privacy. The content of your items is your Confidential Information and is subject to the restrictions on use and disclosure described in the General Terms and Conditions, Section 12 (Confidential Information). In addition to those restrictions, we agree that our personnel will not view the content of your items except in the specific ways defined below. However, you agree that we may view and use the message routing data for our general business purposes, including maintaining and improving security, improving our services, and developing products. In addition, you agree that we may disclose message routing data to third parties in aggregate statistical form, provided that we do not include any information that could be used to identify you.

11.3 Our Limited Rights to View and Use Your Content. You agree that our personnel may view the content of your email and other items for the following purposes:

- i. as necessary to respond to your specific support request;
- ii. to ensure that backups are being performed properly;
- iii. for Bulk Mail, to ensure compliance with our requirements for Bulk Mail stated in the Acceptable Use Policy;
- iv. as appropriate to the exercise of our rights to use and disclose your Confidential Information as described below in the General Terms and Conditions, Section 12 (Confidential Information); and
- v. for Junk Mail, to improve our email filter.

If we use third party vendors to help us provide Services to you, we may permit those vendors to view and use your email content for the same purposes described above, provided that the vendors are subject to confidentiality and privacy restrictions at least as stringent as those stated in the General Terms and Conditions, Section 12 (Confidential Information). In addition, we may share the content of your Junk Mail with independent third party abuse agencies and trade groups for the purpose of assisting in industry initiatives to control undesirable email.

You acknowledge that 1.com.my is required to establish an abuse@[yourdomain].com and postmaster@[yourdomain].com address for each of your domains. 1.com.my personnel will review the content of all mail received at these addresses. You may configure your Mail Service such that mail is not received at these addresses but is instead forwarded to someone within your organization.

WE WILL NOT EMPLOY TECHNOLOGY TO READ YOUR EMAIL MESSAGES IN ORDER TO TARGET, DISPLAY OR SEND MARKETING ADS BASED ON THE CONTENT OF THOSE EMAIL MESSAGES.

11.4 Usage Data. We collect and store information related to your use of the Services, such as use of SMTP, POP3, IMAP, and filtering choices and usage. You agree that we use this information for our general business purposes and may disclose the information to third parties in aggregate statistical form, provided that we do not include any information that could be used to identify you.

11.5 Changes to Privacy Terms.

We may change Subsection_11.3 (Our Limited Right to View and Use Your Content) under the same procedures described for amendments to the AUP in the General Terms and Conditions, Section 9 (Changes to the Acceptable Use Policy).

12. IP ADDRESSES

Upon expiration or termination of the Agreement, you must discontinue use of the Mail Services and relinquish use of the IP addresses and server names assigned to you by 1.com.my in connection with Services, including pointing the DNS for your domain name(s) away from 1.com.my Services.

13. RESALE

You may not resell the Mail Services without 1.com.my's prior written consent.

14. COUNTRY SPECIFIC TERMS

The Mail Services will be provided from datacenters located in the United States.

This Mail Hosting Services Terms and Conditions represents the entire relationship between the parties and supersedes all previous written or other correspondence and agreements, understandings or communications, whether written or oral, as to the subject matter of this Mail Hosting Services Terms and Conditions.