



*Prepared by*



***TIME dotCom***

TIME dotCom Berhad (413292-P)  
(Incorporated in Malaysia Under the Companies Act, 1965)

TIME dotCom Berhad  
***TIME GOLD***  
***PREMIUM***  
(Section 3)

22 January 2001

**An Exclusive Offer for Only TIME dotCom  
Shareholders**

***80% discount\* on all your outstation and international calls.***

**TIME GOLD Premium follows on from the success of TIME GOLD, which offered up to 50% discount on all outstation and international calls. TIME GOLD is a VOIP (Voice Over Internet Protocol) service which was offered to the public by TIME dotCom Berhad ("TIME dotCom") from July 2000. In less than six (6) months, more than 500,000 Malaysians have subscribed to the TIME GOLD service – testimony of TIME GOLD's popularity.**

**Now, TIME dotCom's valued shareholders will enjoy even greater benefits with TIME GOLD Premium which offers not just up to 50% discount, but a flat 80% discount\* on all outstation and international calls.**

**You can call from anywhere in Malaysia to almost anywhere in the world irrespective of which mobile phone service you are currently subscribed to. That's convenience!**

**Our recent RM34 million investment to upgrade our network via a new AIN (Advanced Intelligent Network) platform will improve the quality of transmission. TIME dotCom operates the country's only 100% fibre optic trunk network nationwide. In addition, TIME dotCom intends to expand its cellular coverage by increasing our radio base stations from over 700 sites to over 1,000 sites within the next 12 months. By end 2001, we will increase our network coverage to serve over 90% of the population including all commercial areas, holiday resorts, golf courses, industrial areas and free trade zones.**

**This special incentive to subscribe to TIME GOLD Premium is exclusive to mobile phone users with a Malaysian registered mobile phone who are also TIME dotCom shareholders.**

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| <p><b>Warning: Investors are advised to read and understand the Risk Factors set out in page 18 of the Main Document before applying for TIME dotCom shares.</b></p> |
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**\* excluding India, Bangladesh, Philippines, Indonesia and Myanmar, where discount is limited up to 50%.**

## **Special Incentive Plan**

For all successful share applicants during the initial public offering of TIME dotCom, a flat 80% discount\* will be given on your outstation and international calls. You may register one (1) Malaysian mobile phone number as the Caller Line Identification ("CLI") with TIME GOLD Premium for every 1,000 TIME dotCom shares allotted to you.

For any shares acquired by individuals, companies, co-operatives, societies and institutions after the listing of TIME dotCom, such as those purchased in the open market or transferred to your Central Depository System account, you can still enjoy the benefits of TIME GOLD Premium (flat 80% discount\*) but you can only register the Malaysian mobile phone number which is registered under your name only. The initial subscribers (i.e. successful applicants for TIME dotCom's initial public offering) can nominate other mobile phones not registered in his name for TIME GOLD Premium and those nominated mobile phone subscribers will enjoy the benefit up to 31 March 2006.

## **How to use TIME GOLD Premium?**

All you need to do is to fill up the relevant columns in the share application form, clearly stating your Malaysian mobile number (CLI) for registration. You will receive a set of access numbers which are printed on the back of the TIME Gold card. Dial the relevant access number based on your location from your CLI (your registered mobile phone number) followed by the phone number and you will be immediately entitled to the discounts.

### **Example 1:**

If you are calling from your TIMECel mobile phone 017-1234567 (CLI) to another mobile phone 01X-3456789, then:

#### **Step 1**

Dial the access number based on your location from your TIMECel mobile phone

0X- 23119679

#### **Step 2**

Key in destination number followed by #

01X-3456789 #

\* excluding India, Bangladesh, Philippines, Indonesia and Myanmar, where discount is limited up to 50%.

**Example 2:**

If you are calling from your Malaysian mobile phone (other than TIMECel) 01X-7654321 (CLI) to another mobile phone 01Y-9876543, then:

**Step 1**

Dial the access number based on your location from your Malaysian mobile phone

0X- 45678910

**Step 2**

Key in destination number followed by #

01Y-9876543 #

**Example 3:**

If you are calling from your Malaysian mobile phone 017-1234567 or 01X-7654321 (CLI) to a telephone number in United Kingdom 44-20-4567890, then:

**Step 1**

Dial the access number based on your location from your Malaysian mobile

0X- 45678910

**Step 2**

Key in destination number followed by #

00-44-20-4567890 #

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## **Frequently Asked Questions (FAQ)**

**Q1: Who is eligible to subscribe to the new TIME GOLD Premium service?**

A: Any individual, company, co-operative, society and institution who/which are shareholders of TIME dotCom is entitled to subscribe to TIME GOLD Premium.

**Q2: Can I subscribe to the service if I purchase TIME dotCom shares from the open market?**

A: Yes. You must submit a copy of the statement from Malaysian Central Depository Sdn. Bhd. ("MCD") or contract note showing the purchase of TIME dotCom shares and you may only register a mobile phone number which is under your own name.

**Q3: Who can I nominate?**

A: So long as you are the initial shareholder, you may nominate any individual who is aged 18 years or above as at the date of nomination and any company, co-operative, society and/or institution which owns validly registered Malaysian mobile phone(s).

**Q4: I am not a shareholder of TIME dotCom. Can I enrol for the service?**

A: Unfortunately not. The TIME GOLD Premium service is exclusive to shareholders of TIME dotCom. However, you can still subscribe to the normal TIME GOLD service that offers up to 50% discount. Please call our Customer Service Centre at 1-800-382 228 for further details.

**Q5: How many accounts can I subscribe to?**

A: You can subscribe to one account (or Malaysian mobile phone number) per one (1) lot (1000 units) of TIME dotCom shares.

**Q6: I have only one mobile phone but I bought more than one lot. How can I utilise the extra allocations?**

A: If you are successfully allocated more than one lot of TIME dotCom shares during the initial public offering, you can nominate the extra allocations for others to enjoy the savings. However, for any share acquired after the listing of TIME dotCom, you may only register the Malaysian mobile phone(s) which is registered under your name.

## **Frequently Asked Questions (FAQ) (continued)**

**Q7: Can I subscribe to the service if I do not own a mobile phone?**

A: Unfortunately not. However, if you are a successful applicant during the initial public offering of TIME dotCom, you may nominate any other mobile phone users with a Malaysian registered mobile phone.

However, if you are unsuccessful during the initial public offering, you may subscribe to the normal TIME GOLD service which offers discount up to 50%. Please call our Customer Service Centre at 1-800-382-228 for further enquiries.

**Q8: Do I need to change my existing mobile phone number to register for this service?**

A: No. Your phone line and number will remain unchanged. You will continue to be billed by your current mobile operator and you will also receive a bill from us for usage of the TIME GOLD Premium service.

**Q9: How do I nominate the extra mobile phone numbers?**

A: Nomination forms will be sent to you within 14 working days after the listing of TIME dotCom. All nominee applications must be submitted to the company **at the same time** within 120 days of the listing of TIME dotCom, failing which you would be deemed to have declined to exercise your right to nominate other mobile phone number(s).

**Q10: Will my account be affected if I sell off my shares?**

A: If you sell off all your TIME dotCom shares, your TIME GOLD Premium account(s) will be replaced with the normal TIME GOLD service.

If you sell part of your shareholdings but maintain at least one (1) lot (1,000 units) of TIME dotCom shares for every account owned/nominated, yours and other nominated TIME GOLD Premium accounts will not be affected. For example, if you own ten (10) lots (10,000 units) of TIME dotCom shares but own/nominated only 6 TIME GOLD Premium accounts, the sale of up to 4 lots (4,000 units) of TIME dotCom shares will not affect any of the TIME GOLD Premium accounts.

However if you sell your TIME dotCom shares such that there is less than one (1) lot (1,000 units) of TIME dotCom shares for every account owned/nominated, TIME dotCom shall terminate an equivalent number of accounts on a descending order of your nomination list. For example, if you own 10 lots (10,000 units) of TIME dotCom shares and own/nominated 10 TIME GOLD Premium accounts, sale of 4 lots (4,000 units) of TIME dotCom shares will result in the termination of 4 TIME GOLD Premium accounts in the descending order of your nomination list.

## **Frequently Asked Questions (FAQ) (continued)**

**Q11: I want to nominate other mobile phone numbers. Will I be liable for the nominees' call charges?**

A: All nominees will be required to fill in and submit the application forms and will be liable for all call charges. You will not be liable for your nominee's call charges.

**Q12: Is there a time frame for the TIME GOLD Premium?**

A: Yes, the benefits will expire on 31<sup>st</sup> March 2006

**Q13: What is a CLI?**

A: CLI refers to your Malaysian registered mobile phone number for the service. It can be any mobile phone number if you are a successful applicant during the initial public offering. Subsequent to the listing, you can only register the Malaysian mobile phone number which is registered under your own name.

**Q14: I am an existing TIME GOLD subscriber and my mobile phone number has been registered for the service. Can I apply for the new service using the same mobile phone number?**

A: Yes, you can. Your existing Malaysian mobile phone number will be upgraded to the TIME GOLD Premium plan if you become a shareholder of TIME dotCom. You will continue to receive bills reflecting the new account.

**Q15: Can I apply for the new TIME GOLD Premium service if any mobile phone number is not registered with a Malaysian mobile phone operator?**

A: Unfortunately not. The TIME GOLD Premium service is only for mobile phone users with a mobile phone registered with a Malaysian mobile phone operator.

**Q16: If I change my current mobile phone number, can I continue to use my TIME GOLD Premium?**

A: Yes. You only need to inform us in writing of the change. But if you are a shareholder of TIME dotCom subsequent to the listing, the new mobile phone number must be registered in your name.

**Q17: Who can I contact for further information?**

A: Our 24-hour Customer Service Centre can be contacted at 03-2710 3838 or 1-800-382 228.

## **TERMS AND CONDITIONS OF TIME GOLD PREMIUM**

### **(1) Definitions**

- "Application" - means Your duly completed application form for registration to subscribe for the Service, the form and content of which are set out overleaf and constitute part of these terms and conditions.
- "Agreement" - means the agreement for the Service made between You and Us in accordance with these terms and conditions.
- "Company" "We", "Our" and "Us" - means TT dotCom Sdn. Bhd.
- "You" and "Your" - means the Customer who is a shareholder of TIME dotCom.
- "Service" - means TIME GOLD Premium service for outstation and international calls with such benefits stated herein only for shareholders of TIME dotCom and their nominee(s).
- "TIME GOLD" - means the Voice over Internet Protocol services provided by Us for outstation and international calls for which discounts on call charges are given by Us.

### **(2) Agreement Period**

This Agreement commences on the date the Service is activated and shall remain effective unless otherwise terminated by either party in accordance with the terms and conditions contained in this Agreement.

### **(3) Our Obligations**

We will:-

- (a) provide You with the Service that You have subscribed; and
- (b) provide You with a monthly bill for Your usage of the Service.

### **(4) Your Obligations**

You will:-

- (a) pay for all the Service charges incurred by You as stated in the monthly bill;
- (b) not commit any acts of fraud in Your use of the Service;
- (c) not commit any illegal and/or immoral acts when using the Service;



## **TERMS AND CONDITIONS OF TIME GOLD PREMIUM**

- (d) inform Us fourteen (14) days in advance of any change in Your billing address and/or any termination of Service with any of Your mobile network providers; and
- (e) not perform any act in breach of any of the provisions of the Communications and Multimedia Act 1998.

### **(5) Incentive Plan**

- (a) The Service is offered to individuals, companies, co-operatives, societies and institutions who are shareholders of TIME dotCom and has a mobile phone number registered with a Malaysian mobile phone operator.
- (b) Any shareholder who wishes to enjoy this Service must first register with the Company.
- (c) The discount for use of the Service is a flat 80% discount\* and shall expire on 31<sup>st</sup> March 2006, for as long as the subscriber is still a shareholder of TIME dotCom. If You sell Your TIME dotCom shares, Your benefit to the flat 80% discount\* under TIME GOLD Premium will be withdrawn but You will continue to enjoy up to 50% discount under the normal TIME GOLD service.
- (d) The discount for use of the Service is only applicable for voice calls dialled from the mobile phone number for which the Service has been authorised or assigned.
- (e) One (1) lot (1000 units) of shares in TIME dotCom will entitle you to one (1) account (i.e. one mobile phone number).
- (f) There is no restriction on the number of accounts under the TIME GOLD Premium (e.g. You may have up to 3 accounts for any 3000 units of TIME dotCom shares registered in Your name).

### **(6) Shareholders**

- (a) You can register any mobile phone number for the Service if You are a successful applicant of TIME dotCom shares for the initial public offering.
- (b) If You acquire the TIME dotCom shares through market transactions or transfer(s) to Your Central Depository System account, You may only register for the Service for the mobile phone number validly registered under the Your name. You must provide a copy of the statement from the Malaysian Central Depository Sdn. Bhd. or contract note confirming the purchase by You of TIME dotCom shares. The TIME GOLD Premium card will only be issued to You at the beginning of the month following the date of registration by You for the Service.

\* excluding India, Bangladesh, Philippines, Indonesia and Myammar, where discount is limited up to 50%.

## **TERMS AND CONDITIONS OF TIME GOLD PREMIUM**

- (c) If You are an existing TIME GOLD customer and the mobile phone number which You select is a registered CLI, then the said CLI will be registered for the Service. You will however continue to be liable for all outstanding amounts for Your previous use of TIME GOLD.
- (d) If You dispose of Your entire shareholdings in TIME dotCom, Your benefit to the flat 80% discount\* under TIME GOLD Premium will be withdrawn but You will continue to enjoy up to 50% under the normal TIME GOLD Service.

### **(7) Credit Limit**

A credit limit will be set for each account in accordance with the existing Company's existing credit policy.

### **(8) Nominees & Partial Disposals**

If You are a successful applicant during the initial public offering and You are entitled to have more than one account by virtue of having been allotted more than one(1) lot (1,000 units) of TIME dotCom shares, the Company shall give You an offer letter to nominate other user(s) of the accounts within 14 working days of the listing of TIME dotCom. You must submit all Your nomination(s) **at the same time**, within 120 days from the date of listing of TIME dotCom, failing which You would be deemed to have forgone Your right to nominate other mobile phone number(s).

In the event of partial disposal(s) of shares, provided that at least 1 lot (1,000 units) of TIME dotCom shares for every 1 account is maintained, the TIME GOLD Premium will remain. Otherwise, an equivalent number of accounts as the number of lots of TIME dotCom shares will be replaced with the normal TIME GOLD discounts on a descending order of nominated names.

### **(9) Change of Mobile Phone Numbers**

You will be allowed to change the mobile phone number upon written notification and proper verification, provided that when You become a shareholder of TIME dotCom subsequent to the listing of TIME dotCom, the said number must be registered in Your name.

### **(10) Termination of Services**

- (a) We may terminate the Service and collect any amounts due to Us if the Service is not used for three (3) consecutive months.
- (b) You may terminate the Service by giving Us fourteen (14) days prior written notice.

\* excluding India, Bangladesh, Philippines, Indonesia and Myanmar, where the discount limited up to 50%.

## **TERMS AND CONDITIONS OF TIME GOLD PREMIUM**

- (c) We reserve the right to terminate the Service immediately for any non-compliance with the terms and conditions contained in this Agreement.

### **(11) Card Replacement**

If You request from Us for a card replacement (for any reason whatsoever), We reserve the right to charge You for the cost of the card replaced in the following month's bill.

### **(12) Payment**

- (a) You shall pay Us the full amount incurred by You as reflected in the monthly bill and for all charges whatsoever occasioned by the use of the Service.
- (b) All payments to Us must be paid by the due date stated on the monthly bill mailed to You.
- (c) We reserve Our right to charge interest and any other third party costs incurred for any outstanding payments which exceed the due date at the rate of 8% per annum or at such other rate as will be advised to You in writing from time to time. You shall continue to be liable to pay such amounts, including any accrued interest thereon.
- (d) In any proceedings between You and Us, any certificate issued by Us as to the monies for the time being due and owing to Us from You in connection with the Service shall be conclusive evidence that the amount appearing therein is due and owing and payable by You to Us.
- (e) If any amount outstanding shall be required to be recovered by Us through the process of the law, You shall be responsible for the payment of all fees and expenses including solicitors fee (on a client and solicitor basis) as may be incurred by Us.

### **(13) Deposit (As and When Required)**

- (a) We reserve Our right to charge You any deposit for the provision of the Service.
- (b) We reserve the right to set-off Your deposit against Your outstanding amount as reflected in the monthly bill.

### **(14) Notice**

- (a) Any notice or other form of communication from Us to You is deemed served on the date such notice is sent by mail to Your last known address.
- (b) Any notice or other communication from You to Us must be in written form and is deemed served upon reaching Us by means of ordinary post or facsimile transmission evidenced by confirmation slip.

## **TERMS AND CONDITIONS OF TIME GOLD PREMIUM**

### **(15) General**

- (a) We will not be responsible to You or to any third parties for any losses (whether direct or indirect or consequential loss), damages, breach, costs or expenses arising from the provision of the Service or any delay, disruption, suspension or non-availability of the Service.
- (b) Notwithstanding Clause 4, You will be liable to pay Your Network Provider for all call charges made to Your access number.
- (c) This Agreement shall be governed by and construed in all respects in accordance with the laws of Malaysia and You irrevocably submit to the jurisdiction of the Courts in Malaysia.
- (d) The Company reserves the right to vary or alter any existing charges imposed or impose new charges for the Service. Alterations or modifications to the Service may be made by Us from time to time as We consider necessary for the proper and efficient functioning of Our network.
- (e) You are not allowed to resell, sublet, lease or grant any interest in the Service.
- (f) The Company reserves the right to reject any application at its sole discretion without assigning any reason therefor.
- (g) The address on the share application form shall be the billing address unless stated otherwise.

\* excluding India, Bangladesh, Philippines, Indonesia and Myammar, where the discount is limited up to 50%.

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## **INTERMITTENT INTERRUPTION**

We would like to inform all our valued TIME GOLD customers that currently you may have difficulty in accessing our TIME GOLD service.

This due to intermittent interruptions as we are in the midst of upgrading our system to AIN (Advanced Intelligent Network) platform. A contract worth approximately RM34 million was awarded to Ericsson Sdn. Bhd. in September 2000 to implement the network upgrade.

The overwhelming response from the public for TIME GOLD services was beyond our initial expectation and has resulted in some congestion lately. The system upgrade is expected to be completed by end February 2001 and will cater to all current TIME GOLD customers as well as new customers on another scheme to be implemented soon.

This is in line with our continuous efforts to upgrade the service of TIME GOLD and also to ensure customer satisfaction.

We would like to apologies for any inconvenience caused by the interruption and we thank you for your patience and understanding.

We would also like to assure all our customers that this interruption will affect TIME GOLD only and not the other services offered by TIME dotCom.

For further inquiries, please call our Customer Service Centre at FreePhone 1 800 382 228.

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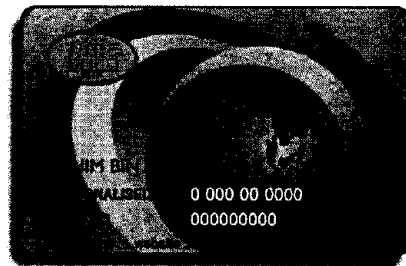
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**TIME dotCom**  
*The Future. Loud and Clear.*