SERVICE CENTER APPLICATION FORM

Tone Excel

WOW Prepaid That Pays

A. DOCUMENT SUBMISSION

- ☐ MyKAD (Malaysian)
- ☐ Passport (Non Malaysian)
- ☐ Form D & A (Sole Proprietor)
- ☐ Form D & B (Partnership)
- ☐ M&A, Form 9,13, 24 and 49 (Company)
- ☐ Certificate of Registration from Registrar of Society (Association / NGO / Society)

B. REFERRAL INFORMATION

Branch Code		Name	
Referral Code		Name	
Service Center Type	☐ Appointment ☐ Promotion		

C. APPLICANT INFORMATION

Salutation	☐ Mr. ☐ Ms. ☐ Mrs. ☐ Others	Member ID	
Name (as in NRIC/ Passport)			
Nationality	☐ Malaysian ☐ Non Malaysian	Gender	☐ Male ☐ Female
MYKAD No.		OldNRIC/Passport/ArmyID/PoliceID	
Race	☐ Chinese ☐ Malay ☐ Indian ☐ Others		

D. COMPANY/ORGANISATION INFORMATION (FOR NGO/SOCIETY/ASSOCIATION APPLICANT ONLY)

Company / Organisation			
Registration No.		Incorporation Date	
Type of Registration	☐ Sole Proprietor ☐ Partnership ☐ Sdn Bhd ☐ Public Listed ☐ Others		
Contact Person Name		Designation	

E. CORRESPONDENCE INFORMATION

Correspondence Location	☐ Business Address ☐ Residential Address		
Address			
Postcode/Town/State			
Business Telephone No.		Facsimile No.	
Mobile No.		Email Address	

F. APPLICANT DECLARATION

I hereby declare that the above information given is true, accurate and complete. I have read, understood, agreed and authorized to be bound by the Terms & Conditions as enclosed. I also agree to be severally liable for all fees and charges owing. By signing, I authorize and consent to Tone Excel Sdn Bhd (861591-U) to verify the information given herein from whatever sources as may be required and to release such information as may be obtained without further reference to me. I agree to provide additional information/documentation when requested by Tone Excel Sdn. Bhd. from time to time.

Authorized Applicant Signature

Date

G. OFFICE USE ONLY

Received By *(Stamp/Signature)*	Remarks	Processed By *(Stamp/Signature)*	☐ Approved ☐ Reject Remarks

1. PREAMBLE

Through the Code of Conduct, Tone Excel Sdn Bhd (861591-U) ("Tone Excel") aims to further inculcate the spirit and practice of ethical selling within its Tone Excel user, setting examples for others to follow.

Additional terms and conditions specific to our Code of Conduct are set out in attached Schedule(s), in our Website, www.toneexcel.com. These, including amendments to them, are hereby incorporated as an essential part of these terms and conditions, all of which are collectively referred to as "T&C".

2. CONFIRMATION

You acknowledge that you have read and fully understood all the T&C. Your operations of Service Center, upon approval, constitutes unconditional acceptance to be bound by additional terms specific to these T&C including its amendments. You confirm that you are competent to accept these T&C. The information you provided for registration is valid and accurate.

3. QUALIFICATION

Your appointment as Service Center is subjected to you fulfilling the qualification set by Tone Excel. The latest can be found at our website, www.toneexcel.com .

4. SUSPENSION/TERMINATION

Your appointment as Service Center may be suspended and/or terminated by Tone Excel should you violates any terms, conditions and/or Code of Conducts. The latest can be found at our website, www.toneexcel.com.

5. DISCOUNTS AND INCENTIVES

Your entitlement to discounts and incentives are subjected to Service Center Discounts and Incentives Program found at our website www.toneexcel.com . Tone Excel reserved the rights to amend Service Center Discount and Incentives Program from time to time without the need to inform Service Centers.

6. NO REFUND AND NOT RETURNABLE

All goods sold are not returnable nor will refund be given.

7. CONDUCT TOWARDS CUSTOMERS

a. Prohibited Practices

Service Center shall not use misleading, deceptive or unfair sales practices.

b. Identification

From the beginning of the sales presentation, Service Center shall, without request, truthfully identify themselves to the prospective customer, and shall also identify Tone Excel, Tone Excel Products, & Services and the purpose of their solicitation. In group presentation, Service Center shall make clear the purpose of the occasion to the hostess and the participants.

c. Explanation and Demonstration

Explanation and demonstration of the Tone Excel Products & Services shall be accurate and complete, in particular with regard to price and, if applicable, credit price, terms of payment, cooling-off period and/or return rights, terms of guarantee and after-sales service, and delivery.

d. Answers to Questions

Service Center shall give accurate and understandable answers to all questions from consumers concerning Products & Services and the offer.

e. Tone Excel User Registration Form

A written Tone Excel User Registration form shall be delivered to the customer at the time of sale, which shall identify the Branch and the Service Center and contain the full name, permanent address and telephone number of the customer, and all material terms of the sale. All terms shall be clearly legible.

f. Verbal Promises

Service Center shall only make verbal promises concerning Tone Excel Products & Services which are authorised by Tone Excel.

g. Literature

Promotional literature, advertisements or mailings shall not contain any product description, claims or illustrations which are deceptive or misleading, and shall contain the name and address or telephone number of Branch or the Service Center.

h. Respect of Privacy

Personal or telephone contact shall be made in a reasonable manner and during reasonable hours to avoid intrusiveness. Service Center shall discontinue a demonstration or sales presentation upon the request of the consumer.

i. Fairness

Direct Sellers shall not abuse the trust of individual consumers, shall respect the lack of commercial experience of consumers and shall not exploit a consumer's age, illness, lack of understanding or lack of language knowledge.

j. Referral Selling

Service Center shall not induce a customer to purchase goods or services based upon the representation that a customer can reduce or recover the purchase price by referring prospective customers to the sellers for similar purchases, if such reductions or recovery are contingent upon some unsure future event.

k. Recruiting

Service Center shall not use misleading, deceptive or unfair recruiting practices.

l. Business Information

Information provided by Service Center to prospective customer concerning the opportunity and related rights and obligations shall be accurate and complete. Service Center shall not make any factual representation to a prospective recruit which cannot be verified or make any promise which cannot be fulfilled. Service Center shall not present the advantages of the selling opportunity to any prospective customer in a false or deceptive manner.

m. Earnings Claims

Service Center shall not misrepresent the actual or potential sales or earnings of customer. Any earnings or sales representations made shall be based upon documented facts.

n. Relationship

Tone Excel shall give Service Center either a written agreement to be signed by both Tone Excel and Service Center or a written statement, containing all essential details of the relationship between the Service Center and Tone Excel. Tone Excel shall inform Service Center of their legal obligations, including any applicable licences, registrations and taxes.

o. Termination

On the termination of the Service Center relationship with Tone Excel, any unsold inventory, including promotional material, sales aids and kits, and credit are neither refundable nor returnable. All monies due to Service Center will be forfeited.

p. Inventory

Tone Excel shall not require or encourage Service Center to purchase Tone Excel Products & Services inventory in unreasonably large amounts. The following should be taken into account when determining the appropriate amount of Products & Services inventory: the relationship of inventory to realistic sales possibilities, the nature of competitiveness of the products and the market environment, and the company's product return and refund policies.

q. Remuneration and Accounts

Tone Excel shall provide Service Center with periodic accounts concerning, as applicable, sales, purchases, details of earnings, commissions, bonuses, discounts, deliveries, cancellations and other relevant data, in accordance with the Tone Excel's arrangement with Service Center. All monies due shall be paid and any withholdings made in a commercially reasonable manner.

r. Education and Training

Tone Excel shall provide adequate education and training to enable Service Center to operate ethically. This may be accomplished by training sessions or through written manuals or guides, or audio-visual materials.

8. DEFINITIONS AND INTERPRETATION

i. "**Tone Excel**" means Tone Excel Sdn Bhd and it's subsidiaries
ii. "**Service Center** " means the name of the Applicant in the Service Center Application Form, its agents and employees
iii. "**Tone Excel Product & Services**" means all the types of products & services promoted and distributed by Tone Excel.

Schedule A

1. SIM Card

a. Qualification for Service Center is 220 SIM Card @ RM 77 per SIM Card.
b. Subsequent SIM card is RM75.
c. SIM Card must be sold at the Recommend Retail Price (RRP) determined by the Management, Strictly No Discounts or Marked-Up, unless with written approval from The Management.
d. RRP of SIM Card for Sabah and Sarawak may differ due to courier charges.

Schedule B

1. Monthly Commissions

a. Service Center Personal Reload of RM 80.00 monthly to qualify for Monthly Overriding Commission as below:

Personal Reload	< RM 80	RM 80 & Above
Overriding on normal member infinity level	0%	2.5%*
Overriding on 1st level Service Center only	0%	1.5%*
Overriding on 2nd level Service Center only	0%	0.5%*
Overriding on 3rd level Service Center only	0%	0.2%*
Overriding on 4th level Service Center only	0%	0.1%*
Strictly No Overriding on Branch & Service Center who signed up earlier	0%	0%

2. Monthly Personal Direct New User

a. Service Center are entitle to New Year Bonus as follows:

New Personal Direct New User	1	2 to 4	5 to 9	10 and above
% of Total Earning of that Month	5%	10%	15%	20%

- New Year Bonus will be paid in January of the following year.

Schedule C

1. Member Recruitment

a. Member is strictly prohibited from recruiting any person that already registered as Member.
b. Member is not permitted to register another new membership with a different Sponsor. Any subsequent membership of a Member MUST be within the group of the same Sponsor.
c. Membership hierarchy is neither changeable nor replaceable

2. Meetings and Events Attendance

a. Service Center MUST attend meetings and events organised by Head Office.
b. You may send Authorised Representative (AR) by notifying Head Office in writing of the Name and NRIC of your AR, at least 48 hours in advance.
c. Absence, with or without valid reason, for cumulative three (3) occasions will result disciplinary actions to be taken, at the discretion of the Management.

3. Ethical Practices

a. Tone Excel programme are developed and designed to provide opportunities for our members to earn revenues through proper business practices.
b. All members are advice to promote the programmes in ethical manner and provide information without any manipulations.
c. Any member found violating any ethical practices, manipulating the programme and/or systems, and misuse the programme other that the intended objectives shall be severely dealt with. The Management shall not hesitate to prosecute to the full extends of the law.

4. Disciplinary and Legal Actions

a. All disciplinary and/or legal actions taken by The Management is final and at the discretion of the Management.
b. Offender may submit written appeal within seven (7) days unless otherwise stated.

I hereby acknowledge that I have read, understand and agreed to be bounded by Terms & Conditions overleaf/above and www.toneexcel.com.

…….

Name _____

NRIC _____