

TERMS & CONDITIONS FOR OPENING & MAINTAINING ACCOUNT IN TELESPORTS

1. The Applicant ("the Account Holder") must be non-Muslim, and above the age of 18 Years.
2. The Account Holder agrees to be bound by the provisions of the Act ("the Racing (Totalisator Board) Act 1961"), the Totalisator Agency Scheme 1961 and the Rules laid down by the Lembaga Totalisator Malaysia pursuant to the authority of and for the purposes provided by Section 14(e) of the Act and any subsequent amendments thereto.
3. Sales and Service Tax (SST) is included for all Malaysian race meetings.
4. The Account Holder shall access and use the Selangor Turf Club Account in accordance with these Terms and Conditions of use of the Telesports, the guide provided by Selangor Turf Club. ("STC") containing information on the Telesports and access to the Telesports, the instructions of Selangor Turf Club issued from time to time (and all amendments, revisions and supplements thereto). The Account Holder shall be deemed to be bound by these Terms and Conditions upon the opening and maintenance of a Telesports Account with Selangor Turf Club.
5. The Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia.
6. Selangor Turf Club may require the Account Holder to take on or bear any costs or expenses that may be incurred by Selangor Turf Club in making available the services rendered in connection with the Telesports Account and may at any time review such costs and expenses. Such costs and expenses are deductible from the Telesports Account of the Account Holder.
7. In the event that after an investment has been accepted from the Account Holder, it is found for whatsoever reason, that the Account Holder did not in fact have sufficient funds in his account for that investment, then Selangor Turf Club shall have the right to invalidate the investment as against the Account Holder in which event no dividends shall be payable to the Account Holder on that investment. Investments cannot be cancelled or amended once they have been accepted or confirmed by Selangor Turf Club.
8. Selangor Turf Club shall not be liable for any loss or damage suffered by the Account Holder in relation to the Telesports or arising from any act or omission whether wilful or negligent by its servants or agents or arising from any other cause beyond the control of Selangor Turf Club. Selangor Turf Club shall also have no liability in relation to any act or omission whether wilful or negligent by any person providing a telephone/mobile service or an electronic facility including without limitation the inability or refusal of such person to make available the telephone service or electronic facility for any reason whatsoever.
9. Selangor Turf Club may terminate the Account Holder's Telesports Account at any time without providing any reason. The Account Holder may terminate the use of the Telesports by giving notice

in writing to Selangor Turf Club. In the event of termination by either party, Selangor Turf Club shall refund all monies in the Telesports Account to the Account Holder after deducting all sums which may be owing to Selangor Turf Club and the related costs incurred.

10. Selangor Turf Club may from time to time by written notice to the Account Holder modify, vary or amend these Terms and Conditions such modification, variation or amendment to take effect from such date as Selangor Turf Club may determine.
11. No failure or delay by any party in exercising any right or remedy shall operate as a waiver or acquiescence thereof nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy. The Account Holder shall be liable to Selangor Turf Club for all legal costs, charges and expenses which Selangor Turf Club may incur in enforcing or seeking to enforce its rights under these Terms and Conditions.
12. The Account Holder shall fully indemnify Selangor Turf Club against all proceedings, claims, liabilities, losses, damages, costs, and expenses whatsoever which Selangor Turf Club may suffer or incur as a result of any act or omission whether wilful or negligent by the Account Holder in connection with or arising from the provision of the Telesports by Selangor Turf Club to the Account Holder.
13. All notices shall be in writing and shall be sufficiently given if sent by hand or facsimile or mail to the party concerned at the address that the party concerned may have notified the other party or its last known registered office or place of business and if so given shall be deemed to have been received on the same day if delivered by hand or if sent by facsimile or on the third day after posting if delivered by mail.
14. Selangor Turf Club may assign its rights under these Terms and Conditions to related companies.
15. Each of the provisions of the Terms and Conditions is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.